PROJECT MANUAL

NWACC

Surgical Tech Simulation Suite
Center for Healthcare Professionals

1201 SE Eagle Way
Bentonville, AR 72712
October 26, 2026

Project #26053



ARCHITECTS:
SCM ARCHITECTS PLLC
1400 Kirk Road, Suite 220
Little Rock, Arkansas 72223
(501) 224-3055

MECHANICAL AND ELECTRICAL ENGINEERS:
ENFRA
3714 N BUSINESS DR
FAYETTEVILLE, AR 72703
(479) 521-8634

00 01 10
TABLE OF CONTENTS

DIVISION 00 – CONDITIONS OF THE CONTRACT

00 01 15 - DRAWING INDEX
00 13 00 - INVITATION TO BID
00 21 13 - INSTRUCTIONS TO BIDDERS
00 31 13 – PRELIMINARY SCHEDULE
00 41 00 - BID FORM
00 52 00 – AGREEMENT FORM
00 61 40.13 - PERFORMANCE BOND
00 61 13.16 - PAYMENT BOND
00 64 00 - AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
00 64 10 - RELEASE OF LIENS
00 70 00 - GENERAL CONDITIONS
00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS
00 85 00 – CONTRACT GRANT DISCLOSURE

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00 - Summary of Work
01 20 00 – Allowances
01 30 00 - Administrative Requirements
01 32 16 – Progress Schedule
01 33 00 – Submittal Requirements
01 40 00 - Quality Assurance
01 50 00 - Temporary Facilities and Controls
01 60 00 - Product Requirements
01 70 00 – Execution Requirements
01 77 00 – Closeout Requirements

DIVISION 02 - EXISTING CONDITIONS

02 41 19 – Selective Demolition

DIVISION 03 - CONCRETE

No technical specification this division provided this project.

DIVISION 04 - MASONRY

No technical specification this division provided this project.

DIVISION 05 – METALS

05 50 00 – Metal Fabrications

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

06 10 53 – Wood Blocking
06 20 00 – Finish Carpentry and Custom Millwork

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 90 00 – Joint Sealers

DIVISION 08 - DOORS AND WINDOWS

08 11 13 – Hollow Metal Doors and Frames
08 14 16 – Flush Wood Doors
08 71 00 – Door Hardware

DIVISION 09 – FINISHES

09 26 00 – Gypsum Board Assemblies
09 31 00 – Wall Tile
09 90 00 – Paint

DIVISION 10 – SPECIALTIES

10 21 23 – Cubical Curtains

DIVISION 11 – EQUIPMENT

No technical specification this division provided this project.

DIVISION 12 – FURNISHINGS AND SEATING

No technical specification this division provided this project.

DIVISION 13 – SPECIAL CONSTRUCTION

No technical specification this division provided this project.

DIVISION 14 – CONVEYING EQUIPMENT

No technical specification this division provided this project.

DIVISIONS 15 TO 20 NOT USED

DIVISION 21 - FIRE SUPPRESSION

21 00 00 - SUPPLEMENTARY FIRE SUPPRESSION GENERAL CONDITION
21 05 00 - Common Work Results for Fire Suppression
21 05 53 - Identification for Fire Suppression Piping and Equipment
21 11 00 - Facility Fire-Suppression Water-Service Piping
21 13 00 - Fire-Suppression Sprinkler Systems

DIVISION 22 - PLUMBING

22 05 17 - Sleeves and Sleeve Seals for Plumbing Piping
22 05 23 - General-Duty Valves for Plumbing Piping
22 05 53 - Identification for Plumbing Piping and Equipment
22 07 19 - Plumbing Piping Insulation
22 10 05 - Plumbing Piping
22 10 06 - Plumbing Piping Specialties
22 11 19.13 - Thermostatic Master Mixing Valves - Holby
22 40 00 - Plumbing Fixtures
22 60 05 - Medical Air, Gas, and Vacuum Systems

DIVISION 23 - HVAC

23 31 00 - HVAC Ducts and Casings
23 37 00 - Air Outlets and Inlets

DIVISION 26 – ELECTRICAL

26 05 05 - Selective Demolition for Electrical
26 05 19 - Low-Voltage Electrical Power Conductors and Cables
26 05 26 - Grounding and Bonding for Electrical Systems
26 05 29 - Hangers and Supports for Electrical Systems
26 05 33.13 - Conduit for Electrical Systems
26 05 33.16 - Boxes for Electrical Systems
26 05 53 - Identification for Electrical Systems
26 28 16.16 - Enclosed Switches
26 51 00 - Interior Lighting

DIVISION 27

No technical specification this division provided this project.

DIVISION 28

No technical specification this division provided this project.

DIVISION 29 TO 30 – NOT USED

DIVISION 31 - EARTHWORK

No technical specification this division provided this project.

DIVISION 32 – EXTERIOR IMPROVEMENTS
No technical specification this division provided this project.

DIVISION 33 – UTILITIES

No technical specification this division provided this project.

DIVISION 34 TO 49 – NOT USED

END OF SECTION

DRAWING INDEX
00 01 15

Surgical Tech Simulation Suite
Northwest Arkansas Community College

Dwg.#	Drawing Name
GENERAL	
T1.01	Combined Cover and Index Sheet
T1.04	ADA Standards
ARCHITECTURAL	
A1.01	Floor Plans and Details
A1.02	Elevations, Sections, and Details
A1.03	Door Schedule, Elevations, and Details
MECHANICAL	
M001	Schedules and Legend – HVAC
M101	Second Floor Plan – Ductwork Demolition and New
PLUMBING	
P001	Legends, Notes, and Schedules - Plumbing
P202	Second Floor Plan – Plumbing Demolition and New
P501	Details and Risers – Plumbing
FIRE PROTECTION	
F001	General Notes, Details, and Floor Plan – Fire Protection
F301	Details – Fire Protection
ELECTRICAL	
E001	Schedules, Legends and General Notes – Electrical
E101	Second Floor Plan – Lighting Demolition and New
E201	Second Floor Plan – Power Demolition and New
E301	Second Floor Plan – Systems Demolition and New

00 13 00
REQUEST FOR PROPOSAL (RFP)

SURGICAL TECH SIMULATION SUITE REMODEL
NORTHWEST ARKANSAS COMMUNITY COLLEGE
Project Location: 1201 SE EAGLE WAY, BENTONVILLE AR 72712

You are invited to bid on a general contract for the **SURGICAL TECH SIMULATION SUITE REMODEL** for **NORTHWEST ARKANSAS COMMUNITY COLLEGE**. Bids will be received at the Procurement Office located in Burns Hall BH 1128.7 at the time and date as stated in the RFP document issued by NWACC. At that time, all bids will be opened by the Owner or Owner's representative. Bids may be mailed, delivered via FedEx or hand delivered. Any bid received after the above opening time will be returned to the bidder unopened. Bid envelopes must be sealed, clearly marked as prescribed in the Contract Documents. Bids will be based on a single lump sum contract. All bids shall be submitted on the bid form bound in the project manual. Do not submit bids on alternative bid forms. **Do not submit bids with alternative proposals**.

There will be a **pre-bid walk thru on the date and time as stated in the RFP document issued by NWACC**. Contractors shall meet at the south main lobby, at the Center for Health Care Professionals.

A complete set of contract documents may be obtained from Northwest Arkansas Community College Procurement Office. All bidding documents shall be transmitted to **General Contractors** via a .pdf digital format. General Contractors and subcontractors who require printed sets may purchase a printed set of contract documents for $100.00 per set. No partial sets will be issued.

Obtaining contract documents through any source other than above is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs the risk of basing bidder's proposal on such information. The documents obtained through the Procurement Office are considered the official version and take precedence if any discrepancies occur. It is the sole responsibility of each subcontractor and each bidder to verify that their bid is based on a complete set of construction documents including all addenda.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The Owner reserves the right to reject any and all bids, and to waive any formalities. This invitation does not commit the Owner to pay any cost incurred in the preparation of bids.

Bids which fail to comply fully with any provisions of the specifications and bid documents will be considered invalid and will not receive consideration. No bid may be withdrawn for a period of sixty (60) days after the opening of bids.

Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before their bid is submitted. There shall be only one bid submitted per State Contractor's license. Bidders will be required to indicate license number on bid form beneath signature when bidding.

INSTRUCTIONS TO BIDDERS

1. COPIES OF CONSTRUCTION DOCUMENTS

Bidders may obtain complete sets of Contract Documents from issuing office designated in the Invitation to Bid or Request for Proposals (RFP). Complete sets of Contract Documents must be used in preparing bids; neither Owner nor Design Professional assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Obtaining Contract documents through any source other than the Design Professional listed in the Invitation to Bid is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs the risk of basing bidder's proposal on such information. The documents obtained through the Design Professional or his representative(s) are considered the official version and take precedence if any discrepancies occur. The fact that documents used for bidding purposes are named "contract documents" does not diminish in any way the right of the Owner to reject any and all bids and to waive any formality.

The Owner will provide the general contractor up to two (2) complete printed sets of construction documents (upon request) and one "pdf" digital format file of the construction documents for this project. The general contractor shall be responsible for distribution to the respective subcontractors. Distribution of partial sets of contract documents will not be allowed. All subcontractors shall have complete sets of construction documents for reference. The general contractor shall be responsible for providing one set of contract documents for "Project Record Documents" (as-builts) in accordance with the Construction Documents.

2. ADDENDA AND INTERPRETATION

The Owner reserves the right to waive all formalities in bidding and to accept or reject any bid. Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors.

a. Address all communications regarding the Contract Documents to the Design Professional. SCM Architects PLLC, 1400 Kirk Road, Suite 220, Little Rock, AR 72223, (501)224-3055.

b. No interpretation of the meaning of the Drawings, Specifications or other documents will be made orally to any Bidder.

c. Every request for interpretation shall be addressed to the Owner's Representative, and to be given consideration must be received not later than the date and time established in the Owner's RFP document. Interpretations and supplemental instructions will be delivered via E-mail to prospective bidders prior to date fixed for submission of bids. Addenda so issued shall become part of the Contract Documents and Bidders shall acknowledge receipt of same on the bid offer. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. The bidder is responsible to confirm all addenda have been received prior to submission of a bid offer.

d. Should a discrepancy be found among the bid documents, request interpretation from the Owner's Representative, before submitting a bid.

e. Should an error, inconsistency or omission later be found between drawings and specifications, contractor will be deemed to have estimated on the more expensive way of doing work, unless he shall have asked for and obtained a written decision before submitting the bid, to which method or materials will be required.

f. Addenda issued during the bidding period shall be incorporated into the Contract Documents.

3. RECEIPT AND OPENING OF BIDS

a. Bids will be received at the time and date as set forth by the Owner's Request for Proposal Document, or as modified by an Addendum.

b. The Owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any formalities or reject any bid. Bids may be withdrawn prior to the scheduled time for submission of bids or authorized postponement thereof.

4. TYPE OF BID

a. The Work under this Contract will be awarded under a stipulated sum (Lump Sum) contract to the lowest responsible base bid amount. No segregated bids or assignments will be considered.

b. Unit Prices (if applicable): The estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item, but shall not be considered by the Bidder as the actual quantities that may be required for the completion of the proposed work. Bidder shall state a unit price for every item of work named in the Proposal. Bidder shall include, in the unit prices, furnishing of labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish the Work. The unit price bid for the items shall be shown numerically and in the appropriate spaces provided on the Bid Form. Such figures shall be clear and distinctly legible so that no question can arise as to their intent or meaning. Unit price bids and totals shown in the Bid Form shall not include costs of engineering, advertising, printing and appraising.

c. Allowances (if applicable): The value listed for allowances is an approximate value to furnish and install materials listed in the allowance that may not be known or quantified at the time of bid. Allowances for items names shall be itemized and included in the base Proposal and will include furnishing of labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish the Work. Such figures shall be clear and distinctly legible so that no question can arise as to their intent or meaning. Allowance totals shall be included in the Proposal Sum shown on the bid form and shall not include costs of engineering, advertising, printing and appraising.

5. PREPARATION AND SUBMITTAL OF BID

a. Bids offers must be submitted on the bid form provided in the Contract Documents, in a sealed opaque envelope with: project name and bid number, name of Bidder, Arkansas Contractors License number, and time and date of bid. Only one bid shall be submitted per State Contractors license number. Submit bids in accordance with the Invitation to Bid. All blanks on the form shall be filled out in ink or be typewritten. Erroneous entries, alterations, and erasures shall be lined out, initialed by the Bidder, and the corrected entry inserted on the Bid Form.

b. Fill in all blank spaces and submit one original. Bids shall be signed with name typed below the signature. Where Bidder is a corporation, bids shall be signed with the legal name of the corporation followed by the name of the state of incorporation, contractor's license number issued by the Contractors Licensing Board, and the signature of an authorized officer of the corporation.

c. Bids submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of *each component part* of the Joint Venture. The licenses of *each component part* of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) licenses numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture Bidders shall indicate at least two (2) signatures on the bid form even if they are licensed as a joint venture

d. Base Bid shall include all costs for overhead, freight, insurance, bonds, installation, equipment, materials, profit, taxes, and any and all other costs within the scope of the project as contained in the bid specifications.

e. SUBCONTRACTORS: Name of principal subcontractors shall be listed where indicated on the Bid Form in accordance with the contract documents. All prime contractors, as a condition to perform construction work in the State of Arkansas, shall use no other subcontractors, including his own forces, when the subcontractor's portion of the project is $20,000.00 or more, except those qualified and licensed by the Contractors Licensing Board in Mechanical (HVACR), Plumbing, Electrical and Roofing.

A bidder should request clarification from the Design Professional, if the bidder determines a type of work (mechanical –indicative of HVACR; electrical; plumbing; roofing) is a component of the project, but space has not been provided on the bid form for the listing of such, if the bid form lists a type of work that is not a component of the project or if the bidder has any question on how to fill out the proposal with respect to the listing of subcontractors.

For those bids where the listed subcontract work is $20,000.00 or more, the Prime Contractor must make a decision as to which subcontractor or his own forces he intends to use. The prime contractor shall place the names of each subcontractor or his own forces he intends to perform the work and indicate whether the amount of the listed work is $20,000.00 or more in the space provided on the Bid Form. The prime contractor may use his own forces to do the listed work, however, if the listed work is $20,000.00 or more, the prime contractor must be qualified and licensed by the Arkansas Contractors Licensing Board to perform the listed work. Once the prime contractor determines his own forces will be used, he shall place his name, and indicate in the space provided on the Bid Form whether the amount of the listed work is $20,000.00 or more. Failure to complete the form correctly shall cause the bid to be declared non-responsive, and the bid will not receive consideration.

For those bids where the listed subcontract work is below $20,000.00, the Prime Contractor must make a decision as to which subcontractor or his own forces he intends to use. The Prime Contractor shall place the names of each subcontractor or his own forces he intends to perform the work and indicate in the space provided on the Bid Form whether the listed work is under $20,000.00. Failure to complete the form correctly shall cause the bid to be declared non-responsive, and the bid will not receive consideration.

It shall be mandatory that any subcontractors listed on the Bid Form by the Prime Contractor are awarded a contract under Ark. Code Ann. § 22-9-204. Prime Contractors who submit a bid listing unlicensed subcontractors or use unlicensed subcontractors on a state project or any subcontractor not licensed by the Contractors Licensing Board who perform work having a value of $20,000.00 or more on a state project are subject to a civil penalty, after notice and hearing, of not less than $250.00 nor more than $500.00 and may be suspended from bidding on state projects. In the event that one (1) or more of the subcontractors named by the prime contractor in his successful bid thereafter refuse to perform his contract or offered contract, the prime contractor may substitute another subcontractor, after having obtained prior approval from the design professional and the owner.

Electrical License Requirement

a) No person shall perform electrical work on the contract without possessing an Arkansas State Master or Journeyman License from the Arkansas State Electrical Examiners Board. A Master or Journeyman electrician shall supervise all electrical work and apprentice electricians on a one to one ratio.

b) All electricians shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.

Pursuant to Ark. Code Ann. § 22-9-404, the Bidder may require listed subcontractors (mechanical, plumbing, electrical and roofing) whose bid to the Contractor exceeds $50,000.00 to provide a Performance and Payment Bond to the Bidder.

6. BID GUARNTEE AND BONDS

a. Each bid proposal shall include a bid security in the amount of five percent (5%) of the total bid offered, if the bid is in excess of $20,000.00. The bidder will be required to submit a bidder's deposit, which includes enclosing a cashiers check payable to the order of the OWNER drawn upon a bank or trust company doing business in Arkansas or by a corporate bid bond in an amount equal to five (5) percent of the bid. The bidder shall include in the bid the bid bond amount so that the bid represents the total cost to the Owner of all work included in the contract. Failure to submit a valid bid security in accordance with Arkansas laws and regulations shall render the bidder's proposal void.

b. The bid security shall indemnify the Owner against failure of the Contractor to execute and deliver the contract and necessary bond (Performance and Payment Bond) for faithful performance of the contract. The bid security shall provide that the contractor or surety must pay the damage, loss, cost and expense subject to the amount of the bid security directly arising out of the Contractor's default in failing to execute and deliver the contract and bonds.

c. Owner will have the right to retain the bid security of bidders to whom an award is being considered until the Contract has been executed and bonds if required, have been furnished, or until specified time has elapsed so that bids may be withdrawn, or all bids have been rejected.

d. Failure to execute the Contract and file an acceptable full payment and performance bond and proof of insurance within the time frame as stated on the Bid Form provided herein after the intent to award has been issued to the bidder shall be just cause for the cancellation of the award and forfeiture of the bid bond, which shall become the property of the agency, not as a penalty but in liquidated damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be rebid and constructed under contract or otherwise as the State determines. The responsible low bidder who fails to execute the Contract and submit an acceptable payment and performance bond and proof of insurance will not be permitted to bid on any subsequent advertisement of that project

7. PERFORMANCE BOND AND PAYMENT BOND

Performance and Payment Bonds are not required for bids $20,000.00 or under, except for roofing projects. For work exceeding $20,000.00, the bidder shall furnish a Performance Bond and Payment Bond in the amount equal to 100 percent of contract price, on a form identical to the Form included with the Contract Documents as security for faithful performance of the Contract and payment of all obligations arising thereunder within the time frame as stated in the Bid Form provided herein after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident or non-resident agent licensed by the State Insurance Commissioner, to represent the surety company. The bond shall be written in favor of the Owner. Bidder shall file the bond with the Circuit Clerk in the county where the Work is to be performed. Failure to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security will be retained as liquidated damages. The bidder shall include in the bid the Performance and Payment bond amount so that the bid represents the total cost to the Owner of all work included in the contract.

8. LIQUIDATED DAMAGES

The amount of liquidated damages to be assessed shall be in accordance with the amount indicated in the Contract. Bidder understands and agrees that under the terms of the Contract to be awarded, if the Contractor fails to complete the work within the time limit specified in the Contract, the Contractor shall pay the Owner as Liquidated Damages, and not in the nature of a penalty the sum specified in the Bid Form for each day completion is delayed. It is further understood and agreed by bidder that the said sum fixed as Liquidated Damages is a reasonable sum considering the damages that Owner will sustain in the event of any delay in completion of the Work, and said sum is herein agreed upon and fixed as Liquidated Damages because of difficulty in ascertaining the exact amount of damages that may be sustained by such delay.

9. EXAMINATION OF CONTRACT DOCUMENT, SITE, AND EXISTING BUILDING

a. Bidder shall examine the Contract Documents and visit the project site of work. Bidder shall become familiar with all existing conditions and limitations under which the Work is to be performed, and shall base bid on items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to Bidder because of lack of such examination or knowledge. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination.

b. Each bidder shall visit the site of the work, compare the Drawings and Specifications with any work in place and inform himself of all conditions. Coordinate all site visits with the Owner's Representative. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Drawings and Specifications without additional cost to the Owner.

b. Take special care to verify all existing conditions. Prior to submitting bids or commencing work, report any variations, discrepancies, obvious omissions, or other conditions materially affecting the performance of the work in accordance with the requirements indicated in the Drawings and Specifications.

10. SUBSTITUTIONS ("OR EQUAL")

a. These specifications are intended to establish a minimum desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the best price. Where a material is mentioned in the Specifications or on the drawings by trade name or manufacturers name, the same may not be preference for said material, but the intention of using said name is to establish a type or quality of material. Materials of other trade names or of other manufacturers that are the equivalent or better in type or quality may be accepted by the Owner when submitted for written approval.

When a brand and/or model is designated, and a bidder offers other than the designated brand and/or model, specifications and descriptive literature shall be provided; and, if requested, a sample made available for testing. Where "prior to bid approval" is instructed in the technical specifications, requests for substitutions must be submitted to the Owner's Representative at least five days prior to the date established for the receipt of bids and approved by the Architect as equal to the designated products in order to receive equal consideration. If prior approval of the Owner's Representative (the term "Architect" in technical specifications shall mean "Owner's Representative") is not requested and received, and the substitute product is determined to be unsuitable for any reason or otherwise inferior to the product named or specified, the contractor shall be required to furnish the specified product at no additional cost to the owner.

b. When proofs of compliance for materials and equipment are called for in the technical specifications or requested by the Architect, such proofs of compliance shall be furnished by the Contractor by supplying the following:
   (1) Certificates of Compliance from the manufacturer
   (2) Mill Certificates

(3) Testing Laboratory Certificates
(4) Report of actual laboratory test

c. In some cases, prior approval of materials and/or equipment **must** be obtained from the Owner's Representative in order to obtain the desired color, size, visual appearance, etc. **VERIFY** this requirement in the technical specifications. (The term "Architect" in technical specifications shall mean "Owner's Representative".)

d. No substitutions shall be made on items requiring prior approval unless authorized in writing by the Owner's Representative.

e. All Bidders shall base their bids on the material or specialty specified, unless prior approval has been received for a substitution.

f. Should a substitution be accepted either before or after the bid and should the substitute material or product prove defective or otherwise unsatisfactory for the service intended regardless of the guarantee period, the Contractor shall replace this material or product with the material or product specified without cost to the Owner.

11. SCRIVENER ERRORS, MODIFICATION, AND WITHDRAWAL

a. Whenever it is obvious from examination of the bid document that it was the intent of a bidder to submit a responsive bid, and such bid, (because of Scrivener error such as transposition of figures) if accepted would create a serious financial loss to the bidder, the Owner reserves the right to relieve said bidder from responsibility and may reject that bid.

b. Scriveners' Error. Pursuant to Ark. Code Ann. § 19-4-1405 (e), bidders may request in writing to the Arkansas Tech University President, to be relieved of their bid any time after the bid opening, but no later than 72 hours after receiving the intent to award, excluding Saturdays, Sundays and holidays. Scriveners' error is an error in the calculation of a bid which can be documented by clear and convincing written evidence and which can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn; and the bid was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission, or a typographical error as opposed to an error in judgment. Failure to make a timely request constitutes a waiver by the bidder of the bidder's right to claim that the mistake in his or her bid was a scriveners' error.

c. Modification and Withdrawal. Bidder may withdraw bid at any time before bid opening and may resubmit up to the date and time designated for receipt of bids. No bid may be withdrawn or modified after time has been called for the bid opening. Oral modifications to bids will not be considered. Bidder may submit written modifications to bid in writing, by telegraph, or by facsimile at any time prior to the expiration of the bidding time and date and shall so word the modification(s) as to not reveal the amount of the original bid. Telegraph or facsimile modifications shall require written confirmation over the Bidder's signature within 24 hours after bid opening.

12. DISQUALIFICATION OF BIDDERS

The Owner shall have the right to disqualify bids (before or after opening), which includes but is not limited to, evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder, to reject a bid not accompanied by the required bid security or by other data required by the Contract Documents, or to reject a Bid which is in any way incomplete or irregular.

13. OBLIGATION OF BIDDER

At the time of submission of a bid offer, the bidder will be presumed to have inspected the site and the means of access and transportation required, and to have read and to be thoroughly familiar with the Drawings, Specifications, bidding documents and contract documents, including all Addenda. The failure or omission of any Bidder to examine any form, instrument or document, or to inform himself of conditions relating to the construction of the project, shall in no way relieve any Bidder from any obligation in respect to his bid.

14. FORM OF CONTRACT

The contract will be prepared on the Standard Form of Agreement Between Owner and Contractor where the basis of payment is a stipulated sum, AIA Document A101.

15. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal, State and Local Laws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

a. Labor. Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.

b. Discrimination. Bidder shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Bidder shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Bidder has violated state or federal laws or regulations, the Owner may impose a range for appropriate remedies up to and including termination of the Contract.

c. Taxes. Bidder shall include in the bid all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that the bid shall represent the total cost to the Owner of all work included in the contract. There are no provisions for a contractor to avoid taxes by using the tax exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the bid price.

d. State licensing laws for Contractors.

e. Disclosure. Potential Bidders are hereby notified that any bidder who desires to enter into a contract not exempted from the disclosure requirements, that disclosure is a condition of the Contract and that the Owner cannot enter into any such contract, for which disclosures are not made and the verbiage of paragraphs a, b, and c below will be included in the body of any contract awarded.

Potential Bidders are hereby notified that:

1) Disclosure is required to be a condition of any present or future subcontract for which the total consideration is greater than ten thousand dollars ($10,000.00).

2) The Contractor shall require any present or future subcontractor, for which the subcontract amount is greater than $10,000.00 to complete and sign the Contract and Disclosure and Certification. The contractor shall ensure that any agreement, current or future between the

contractor and a subcontractor for which the total consideration is greater than $10,000.00 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3) The Contractor shall transmit a copy of the subcontractor's disclosure form to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontractor's disclosure.

Note: A copy of the "Contract and Grant Disclosure and Certification Form" ABA 00850 is included at the end of division zero.

f. Minority Participation: Pursuant to Ark. Code Ann. § 22-9-203, the State encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

END OF SECTION

SECTION 00 31 13

PRELIMINARY SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Owner's intended preliminary project schedule.

1.02 RELATED SECTIONS

A. Section 00 41 00 – BID FORM. Completion date and Liquidated Damages.

B. Section 01 32 16 – Progress Schedule.

1.03 INTENT

A. The Owners intended construction progress schedule is based on preliminary information for equipment order times and industry standards for installation times.

B. The Owner's primary intent shall be to have functioning classrooms prior to the start of Fall Classes, August 2027.

C. The Owner's intent for installation times assumes the Contractor shall minimize the frequency and duration of time in which the building is without an operating systems.

D. The Contractor shall be responsible for creation of a final project Progress Schedule upon being awarded a contract for construction based on actual delivery dates and installation durations.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

00 41 00
BID FORM

Surgical Tech Simulation Suite
Project Location: 1201 SE Eagle Way, Bentonville, Arkansas 72712

Bid Time: Per the RFP
Bid Date: Per the RFP
Location: Purchasing Office

BID TO: **Northwest Arkansas Community College**
One College Drive
Bentonville, AR 72712

BID FROM:

_____

_____

PROJECT: Surgical Tech Simulation Suite

The bidder, in compliance with the invitation to bid, having carefully examined the Construction Documents, the existing structures and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies, hereby proposes to furnish all labor, services, materials, supplies and equipment, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. The price covers all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

1A. BASE BID:

The Base Bid is (a Stipulated Sum (Lump Sum)as defined in AIA Document A101) :

$ _____ (show dollar amount numerically)

_____
(Amount shall be shown in both written form and numerical figures. In case of discrepancy between the written amount and the figures, the written amount will govern.)

1B. ALLOWANCES
Furnish, Deliver and Install Refurbished Hospital Beds included in base bid.

$ _____ (show dollar amount numerically)

Refurbish existing lighting equipment to replace damaged lighting cords to functioning condition included in base bid.

$ _____ (show dollar amount numerically)

Provide Stand Alone CCTV classroom monitoring system design, and installation for monitoring and recording testing. System will include (2) UL certified cameras, structured cabling, monitoring and local recording device included in base bid.

$ _____ (show dollar amount numerically)

1C. UNIT PRICES

Not Required

1D. TRENCH OR EXCAVATION SAFETY

Not Required

2. ALTERNATES:

Not Applicable

3. COMPLETION DATE AND LIQUIDATED DAMAGES:

(The Owner shall review bids and issue Intent of Award within 14 calendar days of the Bid Date.)

Bidder hereby agrees that if awarded the Contract, the undersigned will enter into an agreement, on a form identical to the form included in the Contract Documents, and execute required performance and payment bonds and proof of insurance within 10 business days after receiving notice from the Owner of Intent to Award, will commence work within 7 business days after the date of the Notice to Proceed.

The Bidder agrees that the Work will achieve Substantial Completion within **150** consecutive calendar days from the date of the Notice to Proceed in accordance with the Contract Documents.

Should the undersigned fail to achieve substantial completion of the work within the consecutive calendar days stated above after the date of the Notice to Proceed, the Contractor shall pay the Owner as fixed, agreed and liquidated damages and not as a penalty, the sum of One Hundred Dollars ($100.00) for each calendar day of delay until the work is completed or accepted.

4. ADDENDA;

The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

5. DECLARATION:

The undersigned, in compliance with the Contract Documents for the construction of the above named project, does hereby declare:

a. That the undersigned understands that the Owner reserves the right to reject any and all bids and to waive any formality.
b. That this bid may not be withdrawn for a period of 30 calendar days after the bid opening.
c. The undersigned understands that the Owner's intent is to construct all facilities proposed within the limits established by the funds appropriated for the project.
d. The names of subcontractors and the nature of the work to be performed by each one have been included on the Bid Form.
e. Bids submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) licenses numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture Bidders shall indicate at least two (2) signatures on the bid form even if they are licensed as a joint venture.

6. BID SECURITY:

The undersigned agrees that the bid security payable to Owner and accompanying this proposal shall become the property of the Owner as liquidated damages if the undersigned fails to execute the Contract or to deliver the required bonds and proof of insurance to the Owner within the time frame as stated herein from receipt of the Intent to Award as these acts constitute a breach of the Contractor's duties.

A Bid Bond is attached to this bid and made a condition of this Bid.

7. SUBCONTRACTORS:

ALL PLUMBING, MECHANICAL, ELECTRICAL, PLUMBING AND ROOFING SUBCONTRACTORS OR YOUR OWN FORCES IF APPLICABLE SHALL BE LISTED REGARDLESS OF QUALIFICATIONS, LICENSURES OR WORK AMOUNT. BIDDERS SHOULD CONSULT THE PROJECT MANUAL ON HOW TO FILL OUT THIS FORM. FAILURE TO NAME THE SUBCONTRACTOR OR PRIME CONTRACTOR IN THE SPACE PROVIDED SHALL CAUSE THE BID TO BE DECLARED NON-RESPONSIVE AND THE BID WILL NOT RECEIVE CONSIDERATION.

Indicate the Name(s) and License number(s) of each entity performing the listed work:

ELECTRICAL:

Is the amount of work $20,000.00 or over: Yes___ No ___

MECHANICAL:

Is the amount of work $20,000.00 or over: Yes___ No ___

PLUMBING:

Is the amount of work $20,000.00 or over: Yes___ No ___

ROOFING:

Is the amount of work $20,000.00 or over: Yes___ No ___

Important Notice: If the Bid Form notes any or all of the above Subcontractor's (Mechanical (HVACR), Electrical, Plumbing, and/or Roofing) as "Required", you must list a subcontractor or list your own forces as applicable or your bid will be declared non-responsive.

8. ACCEPTANCE OR REJECTION OF BID:

In submitting this bid, it is understood that the Owner reserves the right to reject a bid via a mailed, e-mailed, telegraphed or delivered letter to the Undersigned within sixty (60) days after opening of the bid, or at any time thereafter before this bid is withdrawn.

Respectfully Submitted:

Legal Company Name of Bidder (Typed or Printed)

Address

BY: Authorized Signature(s) Date

Print Name Title

Contractor's License Number or Contractor's (Joint Venture)

Telephone Number Fax Number

END OF BID FORM

SECTION 00 52 00

AGREEMENT FORM

PART 1 GENERAL

1.01 SECTION INCLUDES

A. The Work of this Contract shall be executed utilizing the attached Agreement Form AIA Document A101.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

AIA® Document A101® – 2017

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

AGREEMENT made as of the Twentieth day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

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

Northwest Arkansas Community College
1 College Drive
Bentonville, AR 72712
479-619-4217

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

for the following Project:
(Name, location and detailed description)
NWACC
Surgical Tech Simulation Suite
1201 SE Eagle Way
Bentonville AR 72712

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

SCM Architects PLLC
1400 Kirk Road
Little Rock, AR 72223
501.224.3055

The Owner and Contractor agree as follows.

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

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

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

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

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

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

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[ ] By the following date:

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

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

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

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

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

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

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

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

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

§ 5.3 Interest

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

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

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document

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A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

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[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:53:34 CST on 11/20/2025 under Order No. 20250110399 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 00 61 13.13

PERFORMANCE BOND

PART 1 GENERAL

1.01 SECTION INCLUDES

A. A Performance Bond for the Work of this Contract shall be executed utilizing the attached Performance Bond document form AIA Document A312 – Performance Bond.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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)
Northwest Arkansas Community College
One College Drive
Bentonville, AR 72712

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Surgical Tech Simulation Suite

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond:

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

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

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

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Company:	*(Corporate seal)*	Company:	*(Corporate seal)*
CONTRACTOR AS PRINCIPAL *(Signature)*		**SURETY** *(Signature)*	
(Printed name and title)		*(Printed name and title)*	

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

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

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§ 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

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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.

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§ 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.)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 00 61 13.16

PAYMENT BOND

PART 1 GENERAL

1.01 SECTION INCLUDES

A. A Payment Bond for the Work of this Contract shall be executed utilizing the attached Payment Bond document form AIA Document A312 – Payment Bond.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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)
Northwest Arkansas Community College
One College Drive
Bentonville, AR 72712

CONSTRUCTION CONTRACT
Date: TBD
Amount: $
Description:
(Name and location)
Surgical Tech Simulation Suite

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond:

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

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

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

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Company: *(Corporate seal)*	Company: *(Corporate seal)*
CONTRACTOR AS PRINCIPAL *(Signature)*	**SURETY** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

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

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§ 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.

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§ 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

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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.)

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AIA® Document A312® – 2010

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Changes to original AIA text

PAGE 1

OWNER:
(Name, legal status and address)
Northwest Arkansas Community College
One College Drive
Bentonville, AR 72712

Variable Information

PAGE 1

CONSTRUCTION CONTRACT
Date: TBD
Amount: $
Description:
(Name and location)
NWACC Burns Hall HVAC Replacement

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:43:33 CST on 11/19/2025 under Order No. 20250110399 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ - 2010, Payment Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 00 64 00

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PART 1 GENERAL

1.01 SECTION INCLUDES

The AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS for the Work of this Contract shall be the attached AIA Document G706.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
NWACC
Surgical Tech Simulation Suite
1201 SE Eagle Way
Bentonville AR 72712

TO OWNER: *(Name and address)*

Northwest Arkansas Community College
1 College Drive
Bentonville, AR 72712

ARCHITECT'S PROJECT NUMBER :
26053

CONTRACT FOR:
General Construction
CONTRACT DATED:

OWNER: [ ]
ARCHITECT: [ ]
CONTRACTOR: [ ]
SURETY: [ ]
OTHER: [ ]

STATE OF: Arkansas
COUNTY OF: Benton County

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

CONTRACTOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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SECTION 00 64 10

AFFIDAVIT OF RELEASE OF LIENS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. The AFFIDAVIT OF RELEASE OF LIENS for the Work of this Contract shall be the attached AIA Document G706A.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
NWACC
Surgical Tech Simulation Suite
1201 SE Eagle Way
Bentonville AR 72712

TO OWNER: *(Name and address)*

Northwest Arkansas Community College
1 College Drive
Bentonville, AR 72712

ARCHITECT'S PROJECT NUMBER :
26053

CONTRACT FOR:
General Construction
CONTRACT DATED:

OWNER: [ ]
ARCHITECT: [ ]
CONTRACTOR: [ ]
SURETY: [ ]
OTHER: [ ]

STATE OF: Arkansas
COUNTY OF: Benton County

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

CONTRACTOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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SECTION 00 72 00

GENERAL CONDITIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. The General Conditions of the Contract for Construction for the Work of this Contract shall be as set forth in the attached AIA Document A201.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Surgical Tech Simulartion Suite

THE OWNER:
(Name, legal status and address)

Northwest Arkansas Community College
1 College Drive
Bentonville, AR 72712

THE ARCHITECT:
(Name, legal status and address)

SCM Architects PLLC
1400 Kirk Road
Little Rock, AR 72223

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:
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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders

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1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,

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10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14,6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner

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2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's

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3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor

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3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

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14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

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purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

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§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

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Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the

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negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

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

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

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a

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successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

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

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

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agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and

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the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and

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belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance

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companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

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

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

§ 11.3 Waivers of Subrogation

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

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and

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Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of

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when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements

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between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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

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

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

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§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined

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consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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Additions and Deletions Report for
AIA® Document A201® – 2017

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Changes to original AIA text

PAGE 3

8.3.1, 15.3.2, **15.4** ~~-~~

PAGE 7

3.14,~~-~~6.2.5

PAGE 24

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

PAGE 25

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

PAGE 29

§ 8.2.2 ~~The~~**2**The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

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PAGE 31

§ 9.6.7 ~~Unless~~**7**Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

PAGE 32

§ 9.8.4 ~~When~~**4**When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

PAGE 34

§ 10.2.5 ~~The~~**5**The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

PAGE 35

§ 11.1.1 ~~The~~**1**The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 ~~The~~**2**The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.4 ~~**Notice**~~**4Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

PAGE 36

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§ 11.3.22 If ~~If~~ during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

PAGE 39

§ 14.1.1 ~~The~~1The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

§ 14.1.2 ~~The~~2The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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

§ 14.2.2 ~~When~~2When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

PAGE 42

§ 15.2.6.1 ~~Either~~1Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

PAGE 43

§ 15.4.1.1 ~~1~~1A ~~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.

Variable Information

PAGE 1

NWACC Burns Hall HVAC Replacement

Northwest Arkansas Community College

1 College Drive

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AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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SUPPLEMENTARY GENERAL CONDITIONS
Section 00 73 00

1. SUPPLEMENTARY GENERAL CONDITIONS: The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201, 2017 Addition. 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.
The following conditions may be altered in writing via written conditions agreed upon and shall be included in the *Standard Form of Agreement Between Owner and Contractor,* written change order or agreement amendments.

A. 7.2 Change Orders. Add the following:

7.2.2 Change Orders shall be computed and submitted as follows:

1. Compute requests for changes be they additions or deductions as follows:
   (a) For work performed by the Contractor:

Net Cost of Materials	a
State Sales Tax	b
Net Placing Cost	c
W. C. Insurance Premium and FICA Tax	d
	a+b+c+d
Overhead and Profit, (7% for Additions and 7% for Deductions) x (a + b + c + d)	e
Allowable bond Premium	f
TOTAL COST	a+b+c+d+e+f

   (b) For work performed by Subcontractors:
   Subcontractors shall compute their work as outlined in (1), "a thru e". To the cost of that portion of work (Change) that is performed by the Subcontractor, the General Contractor shall add an Overhead and Profit Charge of seven (7%) percent plus the Allowable Bond Premium.

2. All quotations for changes, be they additions or deductions, shall be submitted in a complete itemized breakdown form acceptable to the Architect using Contract Unit Prices when set forth therein. The value of any and all such additions or deductions shall be determined as set forth in "1.a. and b.", as follows:

3. The itemized breakdown shall show unit quantities and costs of all labor and materials. Submit all verifying data as necessary or required by the Architect to support claims, such as copies of original invoices, payrolls, etc. The burden of proof of cost rests upon the Contractor. Contractor agrees that the Architect or Owner's Representative shall have the right, at reasonable times, to inspect and audit the books and records of Contractor to verify the propriety and allowability of such costs.

4. Cost to which overhead and profit is to be applied shall be determined as follows:

    1. Costs of labor, including withholding tax, social security, medicare, unemployment insurance, fringe benefits required by agreement or custom, and worker's or workmen's 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 filed office personnel directly attributable to the change.

5. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also."

B. Refer to paragraph 9.3.1, add the following clauses:

"9.3.1.A Until Substantial Completion of the Work, 10% of each progress payment will be retained. Refer to Article 9.8.3 for adjustment in retainage upon Substantial Completion of Work.

"9.3.1.B If, in the judgment of the Owner and the Architect, satisfactory progress is being made and maintained in the Work, and if the Contractor furnishes a Consent Surety to Reduction In or Partial Release of Retainage (AIA Document G707A), retainage may be reduced as follows: 10% of each progress payment will be retained through 50% completion of the Work, with no additional retainage thereafter.

9.3.1.C The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect, or if the Surety withholds its consent, or for other good and sufficient reasons."

C. Refer to paragraph 9.5.1. Change the first line to read, "The Owner or the Architect may withhold a certificate for payment in whole or in part,….."

D. Refer to paragraph 9.10.2. At end of subparagraph, add "Submit affidavit of payment of debts and claims and affidavit of release of liens on AIA Forms G706 and G706A, respectively.

E. Refer to paragraph 11.1.1. Add the following new clauses:

"11.1.1.A Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1) Builders Risk (Including Theft Coverage).
2) Independent Contractor's Protective.
3) Products and Completed Operations.
4) Personal Injury Liability with Employment Exclusion deleted.
5) Owned, non-owned and hired motor vehicles.
6) Broad Form Property Damage including Completed Operations."

"11.1.1.B The policy shall be written by a casualty company authorized to do business in the State of Arkansas. The Certificate of Insurance shall show the agent's signature, business name, address and telephone number. The Certificate shall stipulate 15 days written notice be given prior to policy coverage cancellation."

"11.1.1.C The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law.

1) Worker's Compensation Statutory

2) Comprehensive or Commercial General Liability (including Premises-Operations, Independent Contractor's Protective, Products and Completed Operations, Broad Form Property Damage)

a.	Bodily Injury & Property Damage Combined	$1,000,000 each occurrence $2,000,000 aggregate

b. Broad Form Property Damage Coverage shall include Completed Operations.

3) Contractual Liability (Builders Risk)

a.	Bodily Injury & Property Damage Combined	$1,000,000 each occurrence $2,000,000 aggregate

4) Business Auto Liability (including owned, non-owned and hired vehicles)

a.	Bodily Injury & Property Damage Combined	$500,000 each person $1,000,000 each occurrence

5)	Umbrella Excess Liability	$1,000,000 over primary insurance $10,000 retention for self-insured hazards, each occurrence"

"11.1.1.D The Contractor shall furnish 3 copies of each Certificate of Insurance herein required which shall specifically set forth evidence of all coverage required. Certificates of insurance shall list the Owner as Certificate holder and additional insured. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable."

F. Refer to paragraph 11.4. Add the following new clause:

"11.4.1 The Contractor shall furnish a Performance Bond and Payment Bond covering faithful performance of the Contract and payment of obligations arising thereunder. Cost shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. The bond shall be written by a surety company which is qualified and authorized to do business in the State of Arkansas and must be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said bond and filing with said bond, his power of attorney as his authority. The mere countersigning of a bond will not be sufficient. The bond shall be written in favor of the Owner. An original and two (2) copies of the bond must be furnished, with power of attorney attached to each. The Contractor shall file (not record) the original with the Clerk in the Circuit Court of the county in which the project is located. The Contractor is to pay all expense incident to the filing of the bond. The remaining two copies should be certified by the Clerk to evidence the filing of the original and these two copies submitted to the Owner. The Contractor shall deliver the required bonds to the Owner not later than 3 days following the date the Agreement is entered into.

G. Refer to Article 15, paragraph 15.3 Mediation, delete all references to Mediation.

END OF DOCUMENT

00 85 00
CONTRACT GRANT DISCLOSURES FORM

PART 1 GENERAL

1.01 SECTION INCLUDES

A. The Work of this Contract shall execute a Contract Grants Disclosure and Certification Form prior to award of Contract with any Arkansas State Agency. A sample of the form follows this page.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: **SUBCONTRACTOR NAME:**

☐ **Yes** ☐ **No**

TAXPAYER ID NAME:

IS THIS FOR:
☐ **Goods?** ☐ **Services?** ☐ **Both?**

YOUR LAST NAME: **FIRST NAME:** **M.I.:**

ADDRESS:

CITY: **STATE:** **ZIP CODE:** **COUNTRY:**

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ **None of the above applies**

FOR AN ENTITY (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ **None of the above applies**

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a *state agency* I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

   Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature_____ Title_____ Date_____

Vendor Contact Person_____ Title_____ Phone No._____

Agency use only

Agency Number_____ Agency Name_____ Agency Contact Person_____ Contact Phone No._____ Contract or Grant No._____

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Scope of Work

B. Work by Others.

C. Contractor use of site and premises.

D. Work Sequence.

1.02 SCOPE OF WORK

A. Contractor shall provide all work, supervision, labor, materials, transportation, scaffolding, clean up and any other services necessary to perform the construction of this project, complete in every detail, within the limits shown on the construction documents.

B. The scope of work for this portion of the contract shall be the performance of all work required to construct the structure including installation of site utilities.

C. Contractor shall provide all fencing and materials required for secure staging and storage of materials on site.

1.03 WORK BY OTHERS

A. The Contractor shall thoroughly familiarize himself with all work to be performed by others, its interface with this Contract, its affect on the scheduling of this Contract and its impact on the Contractors use of the site.

1.04 CONTRACTOR USE OF SITE AND PREMISES

A. The Contractor is cautioned that this project consists of work in areas of the campus which are highly congested with student traffic at times during the day.

B. Storage and staging will be allowed only in fenced in areas agreed to by the Owner and Contractor. The Contractor shall not block or otherwise restrict access to adjacent building entrances, emergency exits or sidewalks at any time during normal institutional operating hours.

C. Parking will be limited to areas agreed to by the Owner and Contractor. Access to the project site will be strictly limited to only those vehicles required for delivery of materials, tools, etc.

D. A pre-construction conference will be held to assist Contractors in coordinating the use of the site, parking, etc.

E. Comply with pertinent provisions of the General Conditions included in this project manual.

F. Clean Up During Construction: During the process of work, keep the project clear of all rubbish. Keep all campus streets adjacent to the project free of dirt, gravel, concrete and other materials transported to and from the project.

G. Drainage: Prevent mud and debris from getting into the sewers and/or streets during the period of construction. Contractor is responsible for cleaning any permanent piping in places that may become clogged. Under no conditions shall such water used in flushing concrete or other cement mixes be deposited in or about sanitary sewer lines or storm sewer lines.

H. Rubbish containers: Suitable containers with covers are to be provided for all refuse from meals eaten on the job site and such containers shall be removed from the job site at least once in every 72 hour period. One of these containers is to be placed beside each drinking water facility to receive discarded paper cups. All bottles, cans, paper and garbage of every description are to be constantly picked up and placed in the covered containers. All workmen are to be advised of the contents of this paragraph and nothing short of their full cooperation is considered reasonable.

I. Harassment of Students: Harassment of students, faculty, or staff by contractors or subcontractors personnel will not be tolerated. The Contractor will take whatever precautions are necessary to prevent and/or eliminate any harassment of students by contractors personnel.

J. Project Limits: The Contractor shall confine his operation, other than work required in the installation of utilities, drainage, etc., to the immediate area of construction as defined by the limits of the construction fence.

1.05 WORK SEQUENCE

A. Execute work in sequence to accommodate the work of others. During the construction period, coordinate construction schedule and operations with the Owners Representative and Architect.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 20 00

ALLOWANCES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Allowances to be included in the bid:
   1. Refurbished Surgical Tables. This allowance is for the procurement, delivery, and installation of refurbished Skytron 6001 Surgical Tables or approved equal.
      a. Contact: Grant Hood, 479-646-2238
      b. Argo Medical
      c. 4401 S. 16th, Ft Smith Arkansas, 72901.
   2. Refurbish Cords and Connections for Surgical Lights:
      a. Replace or refurbish damaged cords and connections for surgical lights.
   3. Provide Stand Alone CCTV classroom monitoring system design, and installation for monitoring and recording testing. System will include up to (3) UL certified cameras, structured cabling, monitoring and local recording devices.

1.2 ALLOWANCES

A. Surgical Tables: Cost to be included in the Base Bid: Provide a $24,000 allowance for (2) refurbished surgical tables.
B. Light Refurbishing: Cost to be included in the Base Bid: Provide a $5,000 allowance for replacement or refurbishing existing electrical cords and connectors for surgical lights.
C. Stand Alone CCTV: Cost to be included in the Base Bid: Provide a $5,000 allowance for Stand Alone CCTV classroom monitoring system design, and installation for monitoring and recording testing.
D. Unused allowances will be credited back to the owner via Change Order at the end of the project.

PART 3 EXECUTION – Not Used

End of Section

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Coordination.

B. Site mobilization conference.

C. Progress meetings.

D. Preinstallation Conference

1.02 COORDINATION

A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify that utility requirement characteristics of operating equipment to be used during the project are compatible with utilities being provided.

C. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.

D. After substantial completion, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.04 SITE MOBILIZATION CONFERENCE

A. The Owner, Architect, and Contractor shall schedule a conference at the Project site prior to Contractor occupancy.

B. Attendance Required: Owner, Architect, Special Consultants, Contractor and major Subcontractors.

C. Agenda:
1. Use of premises by Owner and Contractor.
2. Owner's requirements.
3. Security procedures.
4. Schedules.
5. Procedures for maintaining record documents.

1.05 PROGRESS MEETINGS

A. Schedule meetings throughout progress of the Work at maximum weekly intervals.

B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect as appropriate to agenda topics for each meeting.

C. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Planned progress during succeeding work period.
8. Coordination of projected progress.
9. Maintenance of quality and work standards.
10. Effect of proposed changes on progress schedule and coordination.
11. Other business relating to Work.

D. Contractor shall record minutes for each progress meeting, recording issues discussed, decisions made, and action items required for each item listed above under 'Agenda'.

1.06 PREINSTALLATION CONFERENCE

A. When required in individual specification sections, convene a preinstallation conference at work site prior to commencing work of the section.

B. Require attendance of parties directly involved or affected by the work of the specific section.

C. Notify Architect seven days in advance of meeting date.

D. Review conditions of installation, preparation and installation procedures and coordination with related work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 32 16

PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Format.

B. Content.

C. Revisions to schedules.

D. Submittals.

E. Distribution

1.02 RELATED SECTIONS

A. Section 01 10 00 - Summary of Work.

B. Section 01 33 00 - Submittals: Shop drawings, product data, and samples.

1.03 FORMAT

A. Prepare Schedules as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first work day of each week.

B. Sequence of Listings: The chronological order of the start of each item of Work.

C. Scale and Spacing: To provide space for notations and revisions.

1.04 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify each item by specification Section number.

C. Identify work of separate stages and other logically grouped activities.

D. Provide sub-schedules to define critical portions of the entire Schedule. Such as completion of foundation and slab work, completion of roof structure, date building is to be completely enclosed and secure.

E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

F. Provide separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision data for selection of finishes.

G. Indicate delivery dates for Owner furnished products or dates for Owner's own subcontractors are to start and finish their portion of work.

1.05 REVISIONS TO SCHEDULES

A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

C. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect, including the effect of changes on schedules of separate contractors.

1.06 SUBMITTALS

A. Submit initial Schedule within 10 working days after date of Notice to Proceed. After review, resubmit required revised data within 5 working days.

B. Submit revised Progress Schedules with every Application for Payment.

C. Submit three copies of which one will be retained by the Architect, one by the owner and one by State Building Services.

1.07 DISTRIBUTION

A. Distribute copies of reviewed Schedules to project site file, Subcontractors, suppliers, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in Schedules.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures.

B. Proposed products list.

C. Substitutions

D. Shop drawings.

E. Product data.

F. Samples.

G. Manufacturers' instructions.

H. Manufacturers' certificates.

1.02 RELATED SECTIONS

A. Section 01 77 00 - Contract Closeout: Contract warranty and closeout submittals.

1.03 SUBMITTAL PROCEDURES

A. Transmit each submittal to the Owners Representative / Architect with acceptable transmittal form indicating dates and quantities of each submittal.

B. Identify Project, Contractor, Sub Contractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate on each submittal.

C. Contractor shall apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

D. Schedule submittals to expedite the Project, and deliver to the Architect's office. Coordinate submission of related items.

E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

F. Provide space for Contractor and Architect/Engineer review stamps.

G. Revise and resubmit submittals as required, identify all changes made since previous submittal.

H. Contractor will distribute copies of reviewed submittals to concerned parties and instruct parties to promptly report any inability to comply with provisions.

1.04 PROPOSED PRODUCT LIST

A. Within 14 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

1.05 SUBSTITUTIONS

A. These specifications are intended to establish a minimum desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the best price. When a brand and/or model is designated as Basis of Design, and a bidder offers other than the designated brand and/or model, ***the other than designated-brand and/or model***, must be listed; specifications and descriptive literature provided; and, if requested, a sample made available for testing. ***Other than designated brands and/or models*** approved as equal to designated projects shall receive equal consideration. ***Bidders please note:*** If substituted product is deemed that it does not meet the minimum desired quality or performance level as designated then it will be the responsibility of the contractor to make sure a revised product is submitted that meets the desired quality or performance level specified.

B. In some instances, approval of an *other than designated-brand and/or model as equal* is required prior to the bid. Refer to each technical specification for prior to bid approval requirements.

1.06 SHOP DRAWINGS

A. Submit in the form of one reproducible transparency and two blueline prints or six blueline prints.

B. If a reproducible is submitted, after review, Contractor shall reproduce and distribute copies as required.

1.07 PRODUCT DATA

A. Submit six copies of each required document to the Architect.

B. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to this Project.

C. After review, the Contractor will distribute in accordance with Article on Procedures above and provide copies for Record Documents at Contract Closeout.

1.08 SAMPLES

A. If requested by the Architect or required herein, submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer's selection if colors have not been selected. If colors have been selected, submit selected color only.

C. Include identification on each sample, with full Project information.

D. Submit the number of samples specified in individual specification Sections; one of which will be retained by Architect/Engineer.

E. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

1.09 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, adjusting and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification Sections, submit manufacturers' certificate to Architect/Engineer for review, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 40 00

QUALITY ASSURANCE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Quality assurance and control of installation.

B. References.

C. Mock-ups

D. Field samples.

E. Inspection and Testing Laboratory Services

F. Manufacturer's Field Services

1.02 RELATED SECTIONS

A. Section 01 33 00 - Submittals: Submission of Manufacturers' Instructions and Certificates.

B. Section 01 60 00 – Product Requirements: Requirements for material and product quality.

1.03 QUALITY ASSURANCE / CONTROL OF INSTALLATION

A. Special Inspections: Assure scheduling and compliance with required special inspections as outlined in these technical specifications and/or the Drawings.

B. Assure manufactured storm shelter components which have been inspected and tested by an approved agency have the appropriate testing agency label with listed standards that is visible and permanently secured to the fabricated assembly.

C. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

D. Comply fully with manufacturers' instructions, including each step in sequence.

E. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect and Owners Representative before proceeding.

F. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

G. Perform work by persons qualified to produce workmanship of specified quality.

H. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

I. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04 REFERENCES

A. Conform to reference standard by date of issue current on date of Contract Documents.

B. Obtain copies of standards when required by Contract Documents.

C. Maintain copy at project site during submittals, planning and progress of the specific work, until substantial completion.

D. Should specified reference standards conflict with Contract Documents, request clarification for Architect and Owners Representative before proceeding.

E. Neither the contractual relationships, duties or responsibilities of the parties in Contract nor those of the Architect shall be altered from the Contract documents by mention or inference otherwise in any reference document.

1.05 MOCK-UPS

A. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals and finishes.

B. Accepted mock-ups shall be a comparison standard for the remaining work.

C. Where mock-up has been accepted by Architect and is specified in individual Sections to be removed, remove mock-up and clear area when directed to do so.

1.06 FIELD SAMPLES

A. Install field samples at the site as required by individual specifications Sections for review.

B. When samples are accepted by the Architect and Owners Representative, they shall represent the quality level required for the actual Work.

C. Where field sample is specified in individual Sections to be removed, clear area after work represented by field sample has been accepted by Architect and Owner's Representative.

1.07 INSPECTION AND TESTING SERVICES

A. OWNER shall employ and pay for the services of an Independent Testing Laboratory to perform *Special Inspections and Testing* in accordance with the Arkansas Fire Prevention Code Volume II, Section 1704 and the Attached "Statement of Special Inspections".

1. Contractor shall assure that the Special Inspector and the Independent Testing Laboratory submit inspection and test reports to the Owner, Architect and Structural Engineer promptly following each inspection or test.

3. Contractor shall submit a Final Report of Special Inspections and Tests prepared by the Special Inspector and the Independent Testing Laboratory documenting completion of all required Special Inspections and Tests and correction of any discrepancies to the Owner, Building Official, Architect and Structural Engineer as a condition for the issuance of a Certificate of Occupancy.

B. Where not required by 'Special Inspections and Testing' of the Arkansas Fire Prevention Code (noted above) but *required by the technical specifications*, the Owner to employ and pay for services of an independent firm to perform inspection and testing as defined and required in the technical specification sections or Architect. The Contractor shall coordinate with the Owner's independent inspection and testing agency and be responsible for contacting the agency to arrange testing and inspection as required by the technical specifications.

C. Reports will be submitted directly from the independent testing firm to the Architect and respective engineers. These reports are to indicate observations and results of tests and indicating compliance or non-compliance with the contract documents.

1. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor. Test Reports shall minimally include:
   a. Date issued.
   b. Project title and number.
   c. Name of inspector.
   d. Date and time of sampling or inspection.
   e. Identification of product and specifications section.
   f. Location in the Project.
   g. Type of test/inspection.
   h. Date of test/inspection.
   i. Results of test/inspection.
   j. Conformance with Contract Documents.
   k. When requested by Architect, provide interpretation of results.

2. Test reports are submitted for Architect's knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

D. Contractor is to cooperate with the independent firm; furnish samples, design mixes, equipment, tools, storage and assistance as requested.
1. Notify independent firm 24 hours prior to expected time for operations requiring services.
2. Contractor to make arrangements with independent firm for additional samples and tests required by contract documents or by architect or owner.

E. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the architect or owner. Contractor to pay for and incur the cost of re-testing.

1.08 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions of surfaces and installation, quality of workmanship, start-up of equipment, test adjust and balance of equipment and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 50 00

CONSTRUCTION FACILITIES, TEMPORARY CONTROLS, TEMPORARY UTILITIES AND PROJECT IDENTIFICATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary Utilities: Electricity, lighting, heat, telephone service, water and sanitary facilities.

B. Temporary Controls: Chain Link Fencing and Barriers, protection for the public, protection of the Work, protection of existing surfaces and security.

C. Construction Facilities: Parking and access to the site, progress cleaning, project identification and construction field office.

D. Protection of existing trees to remain.

E. Removal of temporary utilities construction facilities and controls.

1.02 RELATED SECTIONS

A. Section 01 10 00 - Summary of Work.

1.03 TEMPORARY ELECTRICITY

A. Contractor to install temporary electrical service to access electricity required for construction.

B. The contractor will pay the cost of energy used. Exercise measures to conserve energy.

C. Contractor to furnish extension cords and temporary power locations as required for construction operations.

1.04 TEMPORARY LIGHTING

A. Contractor shall provide and maintain temporary lighting required for construction operations.

1.05 TEMPORARY HEAT

A. Provide and pay for heat devices and heat if required to maintain specified conditions for construction operations.

1.06 TELEPHONE SERVICE

A. Provide, maintain and pay for telephone service to construction field office. (A cell phone is an acceptable phone service.)

1.07 TEMPORARY WATER SERVICE

A. Contractor to provide temporary water service to the site. Contractor may tap into owner's existing water lines to access suitable quality water service required for construction operations.

B. Contractor will pay cost of water used. Exercise measures to conserve water.

1.08 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Construction workers will not be allowed to use Restroom facilities in the university buildings.

B. Contractor shall pay cost of temporary sanitary facilities and service.

1.09 CHAIN LINK FENCING AND BARRIERS

A. Provide minimum 6'-0" high chain link fence around entire construction site and barriers to prevent unauthorized entry to construction areas and to protect existing facilities, pedestrians and adjacent properties from construction operations. Contractor will provide site plan showing chain link fence and gate locations for Owners approval.

B. Provide barricades required by governing authorities for public rights-of-way and required to protect pedestrian traffic.

C. Provide barricades and or signage to protect non-owned vehicular traffic, stored materials, site, structures and other workers from damage or injury from construction operations.

1.10 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification Sections.

B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

1.11 WATER CONTROL

A. Maintain excavations free of water. Provide, operate and maintain pumping equipment. Discharge excess water into existing storm sewage system.

B. The Contractor shall protect work from puddling or running water.

1.12 PARKING AND ACCESS TO THE SITE

A. Parking for workers will be limited to fenced in project area indicated on the drawings and areas on the campus as designated by the Owner. Access to the project site will be strictly limited to only those vehicles required for delivery of materials, tools, etc.. Coordinate all access to the project site with the Owners Representative.

B. Coordinate with the Architect and Owners Representative for access for construction equipment over lawn areas around the existing buildings if required for construction activities.

1.13 SECURITY

A. Provide security and facilities to protect Work and stored materials from unauthorized entry, vandalism, or theft.

1.14 PROGRESS CLEANING

A. Clean Up During Construction: During the process of work, keep the project sites clear of all rubbish. Keep all campus streets adjacent to the project free of dirt, gravel, concrete and other materials transported to and from the project.

B. Rubbish Containers: Suitable containers with covers shall be provided for all refuse from meals eaten on the job site and such containers shall be emptied at least once in every 72 hour period. One container is to be placed beside each drinking water facility to receive discarded paper cups. All bottles, cans, paper and garbage of every description are to be continually picked up and placed in the covered containers. all workmen are to be advised of the contents of this paragraph and nothing short of their full cooperation is considered reasonable.

C. Contractor shall remove waste materials, debris and rubbish from site and dispose off-site in accordance with all applicable codes and ordinances.

1.15 PROJECT IDENTIFICATION

A. Provide project sign, to be located as directed by architect. Exact text lettering and graphic to be submitted to the Contractor by Architect /Owner in the form of a graphic computer file.

B. Sign to be not less than 32 sq. ft. and not greater than 64 sq.ft., with painted graphic content or printed banner style graphic directly mounted to a plywood base on the sign structure.

C. Sign Materials: New ¾" thick exterior grade plywood with medium density overlay for sign surface. Use standard large sizes to minimize joints.

D. Paint exposed surfaces of supports, framing and surface material with one coat of primer and one coat of exterior paint as specified in Section 09 90 00.

E. Remove sign, framing and supports at completion of project and fill post holes.

1.16 CONSTRUCTION FIELD OFFICE

A. Contractor shall maintain a temporary construction field office. This field office should be large enough to contain a telephone(s), computer / internet access (mobile hot spot is acceptable), plan table, record contract documents and conference table large enough for 8 people for progress meetings. The construction field office should be heated and air conditioned.

1.17 PROTECTION OF EXISTING TREES TO REMAIN

A. Prior to beginning any construction activities, Contractor shall erect durable structural protective barricades around all existing trees indicated to remain and that will be in the construction area.

B. Protect existing trees with an interior barrier of 2x4's 8 feet long wired together at 5 inches on center and wrapped around the full circumference of the trunk.

C. Erect an additional exterior barrier of 2x4's 8 feet long at 2 feet on center in a 10 foot diameter circle around the base of the tree and braced diagonally for rigidity.

1.18 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

A. Remove all temporary above grade or buried utilities, equipment, facilities, fencing and materials, prior to final inspection.

B. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Products.

B. Transportation and handling.

C. Storage and protection.

1.02 RELATED SECTIONS

A. Section 01 40 00 - Quality Control: Product quality monitoring.

1.03 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

C. Provide interchangeable components of the same manufacturer, for similar components.

1.04 TRANSPORTATION AND HANDLING

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.05 STORAGE AND PROTECTION

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated products, place on sloped supports, above ground.

C. Provide off-site storage and protection when site does not permit on-site storage or protection.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

END OF SECTION

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Cleaning and protection.

C. Starting of systems and equipment.

D. Demonstration and instruction of Owner personnel.

E. Closeout procedures, except payment procedures.

1.02 RELATED SECTIONS

A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 01 33 00 – Submittals Procedures.

C. Section 01 40 00 - Quality Control: Testing and inspection procedures.

D. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.

E. Section 01 60 00 – Product Requirements.

F. Section 01 77 00 – Contract Closeout: Project record documents, operation and maintenance data, warranties and bonds.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements and Section 01 60 00 – Product Requirements, for submittal procedures.

B. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

A. For demolition work, employ a firm specializing in the type of work required.

1.05 PROJECT CONDITIONS

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.06 COORDINATION

A. See Section 01 10 00 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

C. Notify affected utility companies and comply with their requirements.

D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

E. Coordinate space requirements, supports, and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. Coordinate completion and clean-up of work of separate sections.

H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 33 00 and Section 01 60 00.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 CUTTING AND PATCHING

A. Execute cutting and patching to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.

B. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

C. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

E. Restore work with new products in accordance with requirements of Contract Documents.

F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

G. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07840, to full thickness of the penetrated element.

H. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

I. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.

J. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.05 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Prohibit traffic from landscaped areas.

H. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.09 STARTING SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect and owner seven days prior to start-up of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.

B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.11 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.12 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.
   1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.

B. Use cleaning materials that are nonhazardous.

C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

E. Replace filters of operating equipment.

F. Clean debris from roofs, gutters, downspouts, and drainage systems.

G. Clean site; sweep paved areas, rake clean landscaped surfaces.

H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect.
   2. Provide copies to Owner.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Substantial Completion.

D. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.

E. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.

F. Notify Architect when work is considered finally complete.

G. Complete items of work determined by Architect's final inspection.

H. Refer also to Section 01 77 00 – Contract Closeout.

END OF SECTION

SECTION 01 77 00

CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project Record Documents.

B. Operation and Maintenance Data.

C. Warranties and bonds.

1.02 RELATED SECTIONS

A. Conditions of the Contract: Performance bond and labor and material payment bonds, warranty, and correction of work.

B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

C. Individual Product Sections: Specific requirements for operation and maintenance data.

D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

A. Project Record Documents: Submit documents to the Architect.

B. Operation and Maintenance Data:
   1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. The Architect will review draft and return one copy with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by the owner, submit completed documents within 30 days after completion.
   3. Submit 1 copy of completed documents 10 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect's comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in final form within 30 days after final inspection.

C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with the owner's permission, submit documents within ten days after acceptance.
   2. Submit documents within 30 days after Date of Substantial Completion.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by the Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Details not on original Contract drawings.

3.02 MAINTENANCE DATA

A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:
   1. Product data, with catalog number, size, composition, and color and texture designations.
   2. Information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional information as specified in individual product specification sections.

E. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 MAINTENANCE DATA FOR SYSTEMS

A. For Each Item of Equipment and Each System:
   1. Description of system, and component parts.

B. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting.

C. Include manufacturer's printed maintenance instructions.

D. Additional Requirements: As specified in individual product specification sections.

3.05 MAINTENANCE MANUALS

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

B. Prepare data in the form of an instructional manual.

C. Binders: Commercial quality, 8-1/2 x 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

H. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.

I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      a. Significant design criteria.
      b. Maintenance instructions for equipment and systems.
      c. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
   3. Part 3: Project documents and certificates, including the following:
      a. Shop drawings and product data.
      b. Certificates.
      c. Photocopies of warranties and bonds.

J. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

K. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with the Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Manual: Bind in commercial quality 8-1/2 x 11 inch three D side ring binders with durable plastic covers.

F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.

G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removal of designated construction.

B. Storage and Protection: Storage and Protection of existing structure, walls, finishes, existing materials that are to remain or are to be removed and re-installed.

1.02 RELATED SECTIONS

A. Section 01 10 00 - Summary of Work

B. Section 01 20 00 - Project Procedures: Special Procedures for Renovation Work on Existing Structures.

C. Section 01 50 00 - Construction Facilities, Temporary Controls, Temporary Utilities and Project Identification: Temporary enclosures, Security, Cleanup during construction.

1.03 PROJECT RECORD DOCUMENTS

A. Accurately record actual locations of capped utilities, subsurface obstructions, and concealed utilities.

1.04 REGULATORY REQUIREMENTS

A. Conform to applicable code for demolition work, safety of structure, dust control, and items stored within the structure.

B. Obtain required permits from authorities.

C. Notify affected utility companies before starting work and comply with their requirements.

D. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.

1.05 SCHEDULING

A. Schedule Work to avoid excessive exposure of building elements to the weather.

B. Describe demolition removal procedures and schedule.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 PREPARATION

A. Provide, erect, and maintain temporary barriers and insulated partitions at locations required to maintain building environment controls.

B. Erect and maintain weatherproof closures for exterior openings.

C. Protect existing materials and surfaces which are not to be removed. All existing materials and surfaces are to remain intact and should be protected and repaired if damaged due to construction operations unless otherwise noted on the contract documents.

D. Prevent movement of structure; provide required bracing and shoring at all areas, especially at exterior walls and exposed floor and roof framing.

E. Provide barricades, signage and all protective measures necessary to protect construction personnel and the public from overhead and underground utilities. Contractor is responsible for notifying utility companies whenever work will be done near any utilities and coordinating with the utility companies to shut down utilities if necessary to protect workers and the public during construction activities.

3.02 DEMOLITION REQUIREMENTS

A. Conduct demolition to minimize damage to adjacent building fabric.

B. Cease operations immediately if structure appears to be in danger. Notify Architect. Do not resume operations until directed.

C. The floor slab structures of this building were originally constructed utilizing concrete lift slab construction methods. Reinforcement within the slab, especially nearest to existing columns, is of vital importance. Care shall be taken to limit the size of openings cut for ductwork and piping to the minimum size required for the element penetrating the slab.

3.03 DEMOLITION

A. Disconnect and cap designated utilities within demolition areas.

B. Remove materials in an orderly and careful manner so that identified materials can be reused.

C. Do not burn or bury materials on site.

D. Upon completion of work, leave areas in clean condition.

F. Remove temporary Work that is not to remain.

G. Saw cut concrete and masonry along straight lines to prevent damage to surfaces to remain and to facilitate the installation of new work.

H. For portions of the building to remain, protect building interior and materials and equipment from the weather at all times. Where removal of existing roofing is necessary to accomplish work, provide adequate and temporary of all exposed areas.

3.04 HAZARDOUS MATERIALS PRECAUTIONS AND PROCEDURES

A. If hazardous materials are discovered during demolition operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs and mercury.

3.05 STORAGE AND PROTECTION

A. Protect the following items:

1. Existing roofing, insulation, roof drains, curbs, vents through roof, conduit, roof edges and flashing, roof mounted equipment, fans, etc. not designated to be removed.
2. Existing stucco / EIFS panels.
3. Existing masonry.

4. Doors to be removed and re-used in renovated construction.
5. All finishes.

B. Protect trees, landscaping, sod and shrubbery from demolition operations.

END OF SECTION

SECTION 06 10 53

WOOD BLOCKING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Concealed wood blocking for support of wall mounted items requiring secure, structural backing for attachment.

B. Fire-Retardant-Treated Wood

1.02 RELATED SECTIONS

E. Section 07 62 00 – Pre Finished Aluminum Flashing, Trim, and Soffits.

B. Section 08 33 00 – Coiling Overhead Doors

G. Section 05 40 00 – Cold Formed Metal Framing: Wood blocking in metal stud construction.

1.03 REFERENCES

A. ANSI A208.1 - American National Standard for Particleboard; 1999.

B. ASTM A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2002.

C. AWPA C2 - Lumber, Timber, Bridge Ties and Mine Ties -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association; 2002.

D. AWPA U1 - Use Category System: User Specification for Treated Wood; American Wood-Preservers' Association; 2003.

E. PS 1 - Construction and Industrial Plywood; National Institute of Standards and Technology (Department of Commerce); 1995.

F. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 1999.

G. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc.; 2002.

1.04 QUALITY ASSURANCE

A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
   1. Acceptable Lumber Inspection Agencies: Any agency with rules approved by American Lumber Standards Committee.

B. Plywood: Comply with PS 1.

PART 2 PRODUCTS

2.01 DIMENSION LUMBER

A. Grading Agency: Southern Pine Inspection Bureau, Inc. (SPIB).

B. Sizes: Nominal sizes as indicated on drawings, S4S.

C. Moisture Content: S-dry or MC19.

D. Miscellaneous Blocking, Furring, and Nailers:
   1. Lumber: S4S, No. 2 or Standard Grade.

2.02 CONSTRUCTION PANELS

A. Wall Sheathing: 3/4 inch thick, 5-Ply, APA rated CD plywood, Exterior Glue, Exposure Durability 1, Comply with PS-1.

B. Miscellaneous Panels:
   1. Concealed Plywood: PS 1, C-C Plugged, exterior grade.
   2. Exposed Plywood: PS 1, B-C, interior grade.
   3. Electrical Component Mounting: APA rated sheathing, fire retardant treated.

2.03 ACCESSORIES

A. Fasteners and Anchors:
   1. Fasteners: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and treated wood locations, unfinished steel elsewhere.
   2. Anchors: Toggle bolt type for anchorage to hollow masonry.

2.04 FACTORY WOOD TREATMENT

A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.

B. Pressure Treatment of Lumber: AWPB-LP-2 Treatment using water-borne preservatives.
   1. Kiln dry after treatment to maximum moisture content of 19 percent.
   2. Treat wood in contact with roofing, flashing, or waterproofing.
   3. Treat wood in contact with masonry or concrete.
   4. Treat wood less than 18 inches above grade.

2.05 FIRE RETARTANT TREATED LUMBER AND PANELS

A. Schedule of use:
   1. Fire Retardant Treated Lumber and Panels shall be utilized in the following locations:
      a. Locations as required by 603.1 of the 2021 Arkansas Fire Prevention Code in non-combustible construction (TYPE I & II Construction per the 2021 Arkansas Fire Prevention Code).
      b. Sheathing used as continuous panel blocking within walls.
      c. Sheathing used as structural backing for mounting of finish materials.
      d. Lumber utilized as roof girders, trusses, roof framing, and roof decking.

   2. FRTW is NOT required for the following uses and locations:
      a. Miscellaneous blocking within walls for handrails, millwork / cabinets, window and door frames.
      b. Nailing and furring strips as permitted by 803.15 of the 2021 Arkansas Fire Prevention Code.
      c. Wood nailers for parapet flashing and roof cants.

B. General Product Information
   1. Fire-retardant-treated lumber and panels to have a flame spread rating of 25 or less (Class A) when tested in accordance with ASTM E84, “Standard Test Method for Surface Burning Characteristics of Building Materials.” Pyro-Guard fire-retardant-treated wood to show no evidence of significant progressive combustion when the test is extended for an additional 20-minute period. In addition, the flame front does not progress more than 10 ½ feet beyond the centerline of the burners at any time during the test. The flame spread and smoke developed index for each species and product are classified by Underwriters Laboratories, Inc. (UL).
   2. Fire-retardant-treated wood to be manufactured under the independent third-party inspection of Underwriters Laboratories Inc. (UL). Follow-Up Service and each piece shall bear the UL classified mark indicating the extended 30 minute ASTM E84 test.
   3. Fire-retardant-treated wood shall be kiln dried after treatment (KDAT). The kiln drying process to be monitored by Underwriters Laboratories, Inc. (UL) and the UL mark shall appear on the label.

4. Fire-retardant-treated wood shall be produced in accordance with UL Evaluation Report ER7002-01, latest version.

C. Fire-Retardant Treatment
   1. Fire Retardant Treatment: Chemically treated and pressure impregnated, having flame spread of 25 or less when tested in accordance with ASTM E 84 and showing no evidence of significant progressive combustion when test is continued for an additional 20 minute period, Interior type.
   2. Fire-retardant-treated lumber and panels to be interior “Type A” fire-retardant with individual surface burning characteristics for the species and products listed under UL Certifications.
   3. Structural performance of fire-retardant-treated wood to be tested in accordance with ASTM D5664 for lumber and ASTM D5516 for plywood. Evaluation of plywood data is in accordance with ASTM D6305. Evaluation of lumber data to be in accordance with ASTM D6841. Resulting design value and span rating adjustments are published in UL ER7002-01, including evaluation of high temperature (HT) strength testing for roof applications.
   4. Fire-retardant-treated wood to be kiln dried after treatment (KDAT) to maximum moisture content of 19% for lumber and 15% for plywood.
   5. Fire-retardant-treated wood is not to contain VOCs, urea formaldehyde or formaldehyde, halogens, sulfates, chlorides, or ammonium phosphate.
   6. Plywood treated with Pyro-Guard shall be manufactured under US Product Standards – PS 1 or PS 2. Panels shall have a minimum bond durability of Exposure 1.
   7. Grade marked lumber treated with Pyro-Guard shall be in accordance with PS 20.

PART 3 EXECUTION

3.01 INSTALLATION

A. Set members level and plumb, in correct position.

B. Place horizontal members with crown side up.

C. Construct curb members of single pieces to the greatest extent possible.

D. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.

E. Coordinate curb installation with installation of decking and support of deck openings.

F. Provide miscellaneous members as indicated or as required to support finishes, fixtures, specialty items, and trim.

END OF SECTION

SECTION 06 20 00

FINISH CARPENTRY AND CUSTOM MILLWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Finish carpentry items, standing and running trim and casing.

B. Custom millwork, cabinets and countertops.

C. Hardware and attachment accessories.

1.02 RELATED SECTIONS

A. Section 06 10 53 - Wood Blocking, Decking and Sheathing.

B. Section 09 90 00 - Painting: Painting, staining and finishing of finish carpentry items.

1.03 REFERENCES

A. AWI - Quality Standards.

B. BHMA A156.9 - Cabinet Hardware.

C. FS MMM-A-130 - Adhesive, Contact.

D. HPMA (Hardwood Plywood Manufacturer's Association) HP - American Standard for Hardwood and Decorative Plywood.

E. NEMA (National Electric Manufacturers Association) LD3 - High Pressure Decorative Laminates.

F. NHLA (National Hardwood Lumber Association).

G. PS 20 - American Softwood Lumber Standard.

1.04 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, accessories and assembly details.

C. Provide product data for finish hardware.

D. Provide samples of plastic lamincate finish for varification to match existing.

1.05 QUALITY ASSURANCE

A. Cabinet Material and Fabrication Standards: Custom grade for clear and laminated plastic finish as indicated, in accordance with the latest edition of the Architectural Woodwork Institute Quality Standards Illustrated for Custom Quallity, conforming to the following sections except where modified elsewhere in this section.

1. Section 100 - Lumber.

2. Section 200 - Panel Products.

3. Section 300 - Standing and Running Trim.

4. Section 400 - Architectural Cabinets.

1.06 QUALIFICATIONS

A. Fabricator: Company specializing in fabricating the products specified in this section with minimum ten years experience and a member of the Architectural Woodwork Institute.

1.07 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, protect and handle products in accordance with manufacturer's instructions.

B. Protect work from moisture damage.

1.08 FIELD MEASUREMENTS

A. Verify that field measurements are as indicated on shop drawings.

1.09 COORDINATION

A. Coordinate the work with plumbing and electrical rough-in, installation of associated and adjacent components, and Owner supplied items.

1.10 SUSTAINABILITY REQUIREMENTS

A. Work for this section shall be provided and installed to meet the requirements of the following LEED NC credit criteria:
   1. IEQ 4.4 – Low-Emitting Materials: Composite Wood and Agrifiber

B. Submittal Data: Provide product data and information per the provisions of Section 01 81 13 – Sustainable Design Requirements supporting product compliance with LEED credit criteria.

PART 2 PRODUCTS

2.01 LUMBER MATERIALS

A. Solid Wood for Transparent Finish: Plain Sawn Birch, AWI Lumber Grade I.

B. Solid Wood for Opaque Finish: Plain Sawn Birch or Maple, AWI Grade I.

B. Solid Wood for Semi-exposed Members: Same as exposed members. See drawings for locations

C. Solid Wood for Concealed Members: Douglas Fir or Southern Pine.

2.02 SHEET MATERIALS

A. Exposed Plywood for Laminated Plastic Finish: Douglas Fir or Birch. Use plywood bonded with exterior glue. Contractor may substutute High Grade Medium Density Fiber Board for plywood.

B. Concealed Plywood: Douglas Fir or Southern Pine.

C. Hardboard: AHA A135,4; Pressed wood fiber with resin binder, Class 1 – Tempered, ¼" thick, smooth two sides (S2S); use for drawer bottoms and other components indicated on the drawings.

2.03 PLASTIC LAMINATE MATERIALS

A. High Pressure Laminated Plastic: general purpose grade for horizontal work and vertical work. Colors as follows: See Drawings

B. LVL Plastic Laminate: NEMA LD-3, Thermoset decorative laminate, thermo-fused 'melamine' at locations as noted in the drawings. Color as selected by Architect.

C. Substitutions: See Section 01 33 00 – Submittals. Substitutions must be approved by the architect in writing before the bid date. Requests for substitution must be made to the architect in writing at least seven (7) calendar days before the bid date. Written requests must include the substitution's product literature, testing information, and installation instructions. Color, pattern and texture will be included in criteria for evaluating proposed substitutions.

2.04 ADHESIVE

A. Adhesive: Complying with Cs 35, Type I.

2.05 FASTENERS

A. Fasteners and Anchors: Screws (F.S. FF-S-111), nails (F.S. FF-N-105), anchors and expansion bolts of material, type and finish required for each use for secure anchorage.

2.06 HARDWARE

A. Cabinet Doors:

Match Existing

B. Cabinet Drawers:

1 pr.drawer slides:	Knape & Vogt Model No. 8400 (length as required)
1 pull – Match Existing	
1 lock (at all doors and drawers):	National C-8703

C. Miscellaneous Hardware:

Wiring Grommets:	HaFele TG Series, 2-3/8" dia O.D., ABS plastic
Shelving Supports: (For Custom Millwork)	Knape & Vogt Model No. 331 or 332 for 1/4" or 5mm hole respectively. holes to be drilled at 1 1/2" O.C..

Metal Hanger File Guides: Provide / install hanger file guides for letter size and legal size as indicated in the drawings.

2.07 GLASS AT CABINET DOORS

NOT USED

2.08 FABRICATION

A. Fabricate to AWI Custom standards.

B. Shop assemble work for delivery to site, permitting passage through building openings.

C. Fit exposed sheet material edges with 1/4 inch by 3/4 inch matching hardwood edging as shown on drawings. Use one piece for full length only.

D. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

E. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with waterproof glue. Locate counter butt joints minimum 2 feet from sink cut-outs.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify adequacy of backing and support framing.

B. Verify mechanical, electrical and building items affecting work of this section are placed and ready to receive this work.

3.02 INSTALLATION

A. Install work in accordance with AWI Custom Quality Standard.

B. Set and secure materials and components in place, plumb and level.

C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch.

D. Anchor woodwork to anchors or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork, and matching final finishes where transparent finish is specified.

E. Cabinets: Install without distortion so that doors and drawers will fit openings properly and be accurately aligned. Adjust hardware to center doors and drawers in openings and provide unencumbered operation. Complete the installation of hardware and accessory items. Maintain veneer sequence matching of cabinets.

F. Countertops: Anchor securely to base units and other support systems.

G. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Stagger joints in adjacent and related members. Cope at returns, miter at corners, and comply with referenced standard for joinery.

3.03 PREPARATION FOR SITE FINISHING

A. Set exposed fasteners. Apply wood filler in exposed fastener indentations after first coat of clear finish. Sand work smooth.

3.04 ERECTION TOLERANCES

A. Maximum Variation from True Position: 1/8 inch.

B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

3.05 CLEAN UP

A. Remove from the premises all rubbish, debris, and unused materials which may be accumulated during the progress of the work.

END OF SECTION

SECTION 07 90 00

JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preparing substrate surfaces.

B. Sealant and joint backing.

C. Sealant system for building cold joint repair / seal at exterior cantilevered slabs.

1.02 RELATED SECTIONS

A. Section 04 20 00 - Unit Masonry System: Sealants for control joints in brick veneer.

B. Section 07 62 00 - Pre Finished Aluminum Gutters, Downspouts, Flashing and Trim: Sealants required in conjunction with metal flashings and roofing.

C. Section 08 41 13 - Aluminum Entrance & Storefront: Sealants required in conjunction with aluminum windows.

D. Section 32 13 13 – Portland Cement Concrete Paving.

1.03 REFERENCES

A. ASTM C790 - Use of Latex Sealing Compounds.

B. ASTM C834 - Latex Sealing Compounds.

C. ASTM C920 - Elastomeric Joint Sealants.

D. SWRI (Sealant, Waterproofing and Restoration Institute) - Sealant and Caulking Guide Specification.

1.04 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations and color availability for each proposed product.

C. Samples: Submit two samples illustrating sealant colors for selection.

D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, perimeter conditions requiring special attention and limitations.

1.05 QUALITY ASSURANCE

A. Perform work in accordance with each sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

1.06 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum ten years documented experience.

B. Applicator: Company specializing in performing the work of this section with minimum five years documented experience and approved by the manufacturer of each product proposed.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Do not proceed with installations of sealants under adverse weather conditions, or when temperatures are above or below manufacturer's recommended limitations for installation. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength.

1.08 COORDINATION

A. Coordinate the work with all sections referencing this section.

1.09 JOB CONDITIONS

A. Examine joint surfaces, backing, and anchorage of units forming sealant rabbet. Do not proceed with work until unsatisfactory conditions have been corrected.

PART 2 PRODUCTS

2.01 MATERIALS, GENERAL

A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience.

2.02 SILICONE BUILDING SEALANT at STUCCO/ EIFS expansion Joints and Prefinished Aluminum

A. Provide manufacturer's standard chemically curing, silicone sealant which complies with ASTM C 920 requirements, including those for Type, Grade, Class, and Uses. Provide colors to match adjacent surfaces. A custom color may be required.

1. One-Component Silicone Sealant: ASTM C920, Type S, Grade NS, Class 25. Dow Corning “795” or approved equal for EIFS to EIFS. Non -Staining primer will be required with some EIFS manufacturers. Dow Corning “795” is to be used as perimeter seals around penetrations, at EIFS to dissimilar surfaces. Color to match exterior insulation finish system color at wall control joints. Color to match door and window frames where EIFS or prefinished aluminum abuts door and window frames.

2.03 SILICONE BUILDING SEALANT (Exterior vertical expansion and control joint applications.) Brick Control Joints, Concrete Block Control Joints.

A. Provide manufacturer’s standard chemically curing, elastomeric sealant which complies with ASTM C920 requirements, including those for Type, Grade Class, and Uses.

1. One - Part, Medium - Modulus, Silicone Perimeters Sealant: Type S, Grade NS, Class 25. Dow Corning “795” or approved equal. Color to match mortar color.

2.04 SILICONE BUILDING SEALANT at all Metal to metal and Glass to Metal Joints and Perimeter Seals Around Penetrations

A. Provide manufacturer's standard chemically curing, silicone sealant which complies with ASTM C 920 requirements, including those for Type, Grade, Class, and Uses. Provide colors to match adjacent surfaces.

1. One-Component Silicone Sealant: ASTM Specification: C920, Type S, Grade NS, Class 25. Dow Corning “791”, “795” or approved equal.

2.05 INTERIOR WET AREAS JOINT SEALERS at sinks, toilets, etc..

A. Provide manufacturer's standard chemically curing, silicone sealant which complies with ASTM C 920 requirements, including those for Type, Grade, Class, and Uses. Provide colors to match adjacent surfaces.

1. One-Component Mildew Resistant Silicone Sealant: ASTM Specification: C920, Federal Specification TT-S-001543, Class A. Dow Corning “786” or approved equal.

2.06 ACCESSORIES

A. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

B. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

C. Joint Backing: ASTM D1056; round, closed cell non-gassing backer rod (Dual Rod or Sof-Rod); oversized 30 to 50 percent larger than joint width.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that substrate surfaces and joint openings are ready to receive work.

B. Verify that joint backing and release tapes are compatible with sealant.

C. Verify that surfaces to receive sealants have not been painted.

3.02 PREPARATION

A. Remove loose materials and foreign matter which might impair adhesion of sealant.

B. Clean and prime joints in accordance with manufacturer's instructions.

C. Perform preparation in accordance with manufacturer's instructions.

D. Protect elements surrounding the work of this section from damage or disfiguration.

3.03 INSTALLATION

A. Install sealant in accordance with manufacturer's instructions.

B. Measure joint dimensions and size materials to achieve required width/depth ratios.

C. Install joint backing to achieve a neck dimension no greater than one half the joint width.

D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

F. Tool masonry control joints concave.

3.04 CLEANING

B. Clean adjacent soiled surfaces.

3.05 PROTECTION OF FINISHED WORK

A. Protect finished installation under provisions of Section 01 50 00.

B. Protect sealants until cured.

END OF SECTION

SECTION 08 11 13

HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Standard hollow metal doors and frames

1.02 RELATED SECTIONS

A. Section 08 14 16 – Flush Wood Doors: Flush wood doors.

B. Section 08 71 00 – Door Hardware

C. Section 08 80 00 – Glazing: Glass view panels in wood doors.

D. Section 09 90 00 – Paints and Coatings: Field painting hollow metal doors and frames.

1.03 REFERENCES (Comply with the version year adopted by the Authority Having Jurisdiction)

A. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.

B. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.

C. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.

D. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.

E. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.

F. ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.

G. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

H. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.

I. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.

J. ANSI/BHMA A156.115 - Hardware Preparation in Steel Doors and Frames.

K. ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.

L. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

1.04 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, hardware reinforcements, profiles, anchors, and finishes.

B. Door hardware supplier is to furnish templates, template reference number and/or physical hardware to the steel door and frame supplier in order to prepare the doors and frames to receive the finish hardware items.

C. Shop Drawings: Include the following:

1. Elevations of each door design.
2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
4. Locations of reinforcement and preparations for hardware.

5. Details of anchorages, joints, field splices, and connections.

6. Details of accessories.

7. Details of moldings, removable stops, and glazing.

1.02 QUALITY ASSURANCE

A. Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.

B. Quality Standard: In addition to requirements specified, comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".

1.03 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity.

1. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.

1.04 PROJECT CONDITIONS

A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.05 COORDINATION

A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.06 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.

B. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. CECO Door Products.

2. Curries Company.

3. Steelcraft.

2.02 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

2.03 HOLLOW METAL DOORS

NOT USED

2.04 HOLLOW METAL FRAMES

A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.

B. Interior Frames (16GA): Fabricated from cold-rolled steel sheet that complies with ASTM A 1008/A 1008M.

1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.

2. Manufacturers Basis of Design:

a. CECO Door Products SU Series.

b. Curries Company M Series.

C. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 Table 4 with reinforcement plates from same material as frames.

2.05 LIGHT OPENINGS AND GLAZING

A. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints at fabricator's shop. Fixed and removable stops to allow multiple glazed lites each to be removed independently. Coordinate frame rabbet widths between fixed and removable stops with the type of glazing and installation indicated.

B. Moldings for Glazed Lites in Doors and Loose Stops for Glazed Lites in Frames: Minimum 20 gauge thick, fabricated from same material as door face sheet in which they are installed.

C. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8 inch (16 mm) high unless otherwise indicated. Provide fixed frame moldings and stops on outside of exterior and on secure side of interior doors and frames.

D. Preformed Metal Frames for Light Openings: Manufacturer's standard frame formed of 0.048-inch-thick, cold rolled steel sheet; with baked enamel or powder coated finish; and approved for use in doors of fire protection rating indicated. Match pre-finished door paint color where applicable.

E. Glazing: Comply with requirements in Division 08 Section "Glazing" and with the hollow metal door manufacturer's written instructions.

1. Factory Glazing: Factory install glazing in doors as indicated. Doors with factory installed glass to include all of the required glazing material.

2.06 FRAME ANCHORS

A. Jamb Anchors:

1. Stud Wall Type: Designed to engage stud and not less than 0.042 inch thick.

2. Compression Type for Drywall Slip-on (Knock-Down) Frames: Adjustable compression anchors.

B. Floor Anchors: Floor anchors to be provided at each jamb, formed from A60 metallic coated material, not less than 0.042 inches thick.

C. Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.07 ACCESSORIES

A. Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.08 FABRICATION

A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.

B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.

C. Hollow Metal Frames:

1. Shipping Limitations: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.

   a. Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.

3. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.

4. Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.

5. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.

6. Jamb Anchors: Provide number and spacing of anchors as follows:

   a. Stud Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:

      1) Three anchors per jamb up to 60 inches high.

      2) Four anchors per jamb from 60 to 90 inches high.

      3) Five anchors per jamb from 90 to 96 inches high.

      4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.

      5) Two anchors per head for frames above 42 inches wide and mounted in metal stud partitions.

7. Door Silencers: Except on weatherstripped or gasketed doors, drill stops to receive door silencers. Silencers to be supplied by frame manufacturer regardless if specified in Section 08 71 00 Door Hardware.

D. Hardware Preparation: Factory prepare hollow metal work to receive hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Section 08 71 00 Door Hardware.

1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.

2. Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.

3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.

2.09 STEEL FINISHES

A. Prime Finishes: Doors and frames to be cleaned, and chemically treated to insure maximum finish paint adhesion. Surfaces of the door and frame exposed to view to receive a factory applied coat of rust inhibiting shop primer.

1. Shop Primer: Manufacturer's standard, fast-curing, lead and chromate free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; and compatible with substrate and field-applied coatings.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. General Contractor to verify the accuracy of dimensions given to the steel door and frame manufacturer for existing openings or existing frames (strike height, hinge spacing, hinge back set, etc.).

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Remove welded in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.

B. Prior to installation, adjust and securely brace welded hollow metal frames for square, level, twist, and plumb condition.

C. Tolerances shall comply with SDI-117 "Manufacturing Tolerances Standard Steel Doors and Frames."

D. Drill and tap doors and frames to receive non-template, mortised, and surface-mounted door hardware.

3.03 INSTALLATION

A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.

B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated.

1. Set frames accurately in position, plumbed, leveled, aligned, and braced securely until permanent anchors are set. After wall construction is complete and frames properly set and secured, remove temporary braces, leaving surfaces smooth and undamaged. Shim as necessary to comply with installation tolerances.

2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.

C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.

1. Non-Fire-Rated Standard Steel Doors:

a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.

b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.

c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.

d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.

3.04 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.

B. Remove grout and other bonding material from hollow metal work immediately after installation.

C. Prime-Coat and Painted Finish Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat, or painted finishes, and apply touchup of compatible air drying, rust-inhibitive primer, zinc rich primer (exterior and galvanized openings) or finish paint.

END OF SECTION

SECTION 08 14 16

FLUSH WOOD DOORS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Solid core doors with wood veneer faces.

B. Factory finishing wood doors.

C. Factory fitting wood doors to frames and factory machining for hardware.

D. Light frames and glazing installed in wood doors.

1.02 RELATED SECTIONS

A. Section 08 11 13 – Hollow Metal Doors and Frames.

B. Section 08 71 00 – Door Hardware.

C. Section 08 80 00 – Glazing.

1.03 REFERENCES (Comply with the version year adopted by the Authority Having Jurisdiction)

A. ANSI A117.1 - Accessible and Usable Buildings and Facilities.

B. ANSI A208.1 – Wood Particleboard.

C. Window and Door Manufacturers Association - WDMA I.S.1-A Architectural Wood Flush Doors.

1.04 SUBMITTALS

A. Product Data: For each type of door indicated. Include details of core and edge construction, trim for openings, and WDMA I.S.1-A classifications. Include factory finishing specifications.

B. Shop Drawings shall include:

1. Indicate location, size, and hand of each door.
2. Indicate dimensions and locations of mortises and holes for hardware.
3. Indicate dimensions and locations of cutouts.
4. Indicate requirements for veneer matching.
5. Indicate location and extent of hardware blocking.
6. Indicate construction details not covered in Product Data.
7. Indicate doors to be factory finished and finish requirements.

C. Samples for Initial Selection: For factory finished doors.

1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish. For each wood species and transparent finish, provide set of two samples showing typical range of color and grain to be expected in the finished work.

D. Warranty: Provide sample of manufacturer's warranty.

1.05 QUALITY ASSURANCE

A. Source Limitations: Obtain flush wood doors through one source from a single manufacturer wherever possible.

B. Quality Standard: In addition to requirements specified, comply with WDMA I.S.1-A, latest edition, "Industry Standard for Architectural Wood Flush Doors'.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Comply with requirements of referenced standard and manufacturer's written instructions.

B. Package pre-finished doors individually in plastic bags and wrap bundles of doors in plastic sheeting.

C. Mark each door on top rail with opening number used on Shop Drawings.

1.07 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

1.08 WARRANTY

A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.

b. Telegraphing of core construction in wood face veneers exceeding 0.01 inch in a 3-inch span.

2. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

3. Warranty Period for Solid Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.01 DOOR CONSTRUCTION – GENERAL

A. WDMA I.S.1-A Performance Grade: Extra Heavy Duty; Aesthetic Grade: Premium.

2.02 VENEERED DOORS FOR TRANSPARENT FINISH

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Graham: GPD Series.

B. Interior Solid Core Doors:

1. Grade: Premium.

2. Veneer: Premium Grade AA Quarter Sawn Ash

3. Match between Veneer Leaves: Book match.

4. Assembly of Veneer Leaves on Door Faces:

a. Balance match.

5. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.

6. Transom Match: Continuous match.

7. Vertical Edges: Matching same species as faces. Wood or composite material, one piece, laminated, or veneered. Minimum requirements per WDMA section P-1, Performance Standards for Architectural Wood Flush Doors.

8. Horizontal Edges: Solid wood or structural composite material meeting the minimum requirements per WDMA section P-1, Performance Standards for Architectural Wood Flush Doors

9. Construction: Five plies. Stiles and rails are bonded to core, then entire unit sanded before applying face veneers.

10. At doors over 40% of the face cut-out for lights and or louvers, furnish engineered composite lumber core.

2.03 LIGHT FRAMES AND GLAZING

A. Wood Beads for Light Openings in Wood Doors:

1. Wood Species: Same species as door faces.

2. Profile:

a. M1 Flush Bead.

B. Glazing: Comply with installation requirements in Section 08 80 00 Glazing and with the flush wood door manufacturer's written instructions.

2.04 FABRICATION

A. Factory fit doors to suit frame opening sizes indicated.

1. Undercut: As required per manufacturer’s templates and sill condition.

B. Factory machine doors for hardware that is not surface applied. Comply with final hardware schedules, door frame Shop Drawings, DHI A115-W series standards, and hardware templates.

1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.

C. Openings: Cut and trim openings through doors in factory.

1. Light Openings: Trim openings with moldings of material and profile indicated.

2. Glazing: Comply with applicable code requirements.

2.05 FACTORY FINISHING

A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.

1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on top and bottom edges, edges of cutouts, and mortises.

B. Transparent Finish: Provide a clear protective coating over the wood veneer allowing the natural color and grain of the selected wood species to provide the appearance specified. Stain is applied to the wood surface underneath the transparent finish to add color and design flexibility.

1. Finish: Meet or exceed WDMA I.S. 1A TR8 UV Cured Acrylated Polyester finish performance requirements.

2. Staining:

a. As selected by Architect from manufacturer's full range. Match Existing Door Finish

3. Sheen: Satin.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine doors and installed door frames before hanging doors.

1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
2. Reject doors with defects.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Hardware: For installation, see Section 08 71 00 Door Hardware.

B. Installation Instructions: Install doors and frames to comply with manufacturer's written instructions and the referenced quality standard, and as indicated.

C. Factory Fitted Doors: Align in frames for uniform clearance at each edge.

D. Factory Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

E. Field modifications to doors shall not be permitted, except those specifically allowed by manufacturer.

3.03 ADJUSTING

A. Operation: Re-hang or replace doors that do not swing or operate freely.

B. Finished Doors: Replace doors that do not comply with requirements. Doors may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION

SECTION 08 71 00

DOOR HARDWARE

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Commercial hardware for wood doors.

B. Weatherstripping, seals and door gaskets.

1.02 RELATED SECTIONS

A. Section 08 11 13 – Hollow Metal Doors and Frames

B. Section 08 14 16 – Flush Wood Doors

1.03 REFERENCES (Comply with the version year adopted by the Authority Having Jurisdiction)

A. ANSI A117.1 - Accessible and Usable Buildings and Facilities.

B. ICC/IBC - International Building Code.

C. NFPA 80 - Fire Doors and Windows.

D. NFPA 101 - Life Safety Code.

E. NFPA 105 - Installation of Smoke Door Assemblies.

F. State Building Codes, Local Amendments.

G. Standards: All hardware specified herein shall comply with the following industry standards:

1. ANSI/BHMA Certified Product Standards - A156 Series
2. UL10C – Positive Pressure Fire Tests of Door Assemblies

1.02 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
3. Content: Include the following information:
    a. Type, style, function, size, label, hand, and finish of each door hardware item.
    b. Manufacturer of each item.
    c. Fastenings and other pertinent information.
    d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    e. Explanation of abbreviations, symbols, and codes contained in schedule.

f. Mounting locations for door hardware.

g. Door and frame sizes and materials.

4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

C. Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.

D. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Section 01 70 00 Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.

E. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

1.03 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

B. Installer Qualifications: Installers, trained by the primary product manufacturers, with a minimum 3 years documented experience installing both standard and electrified builders hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying mechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor in good standing by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

1. Scheduling Responsibility: Preparation of door hardware and keying schedules.

D. Source Limitations: Obtain each type and variety of Door Hardware specified in this Section from a single source, qualified supplier unless otherwise indicated.

E. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the model building code including, but not limited to, the following:

1. NFPA 70 "National Electrical Code", including electrical components, devices, and accessories listed and labeled as defined in Article 100 by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

2. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1 as follows:

a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.

b. Door Closers: Comply with the following maximum opening-force requirements indicated:

1) Interior Hinged Doors: 5 lbf applied perpendicular to door.

c. Thresholds: Not more than 1/2 inch high. Bevel raised thresholds with a slope of not more than 1:2.

3. NFPA 101: Comply with the following for means of egress doors:

a. Latches, Locks, and Exit Devices: Not more than 15 lbf to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.

b. Thresholds: Not more than 1/2 inch high.

F. Keying Conference: Conduct conference as required incorporate the following criteria into the final keying schedule document:

1. Function of building, purpose of each area and degree of security required.

2. Plans for existing and future key system expansion.

3. Requirements for key control storage and software.

4. Installation of permanent keys, cylinder cores and software.

5. Address and requirements for delivery of keys.

G. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.05 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

1.06 WARRANTY

A. General Warranty: Refer to 01 70 00 Closeout Submittals. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:

1. Structural failures including excessive deflection, cracking, or breakage.

2. Faulty operation of the hardware.

3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

4. Electrical component defects and failures within the systems operation.

C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.

D. Special Warranty Periods:

1. Twenty five years for manual surface door closers.

2. Two years for electromechanical door hardware.

1.07 MAINTENANCE SERVICE

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

B. Continuing Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous (6) months full maintenance including repair and replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.

PART 2 - PRODUCTS

2.01 SCHEDULED DOOR HARDWARE

A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.

1. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets located on the Drawing. Products are identified by using door hardware designations, as follows:

a. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

B. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.02 HANGING DEVICES

A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.

1. Quantity: Provide the following hinge quantity, unless otherwise indicated:

a. Two Hinges: For doors with heights up to 60 inches.

b. Three Hinges: For doors with heights 61 to 90 inches.

c. Four Hinges: For doors with heights 91 to 120 inches.

d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.

2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:

a. Widths up to 3’0”: 4-1/2” standard or heavy weight as specified.

b. Sizes from 3’1” to 4’0”: 5” standard or heavy weight as specified.

3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:

a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.

b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.

4. Hinge Options: Comply with the following where indicated in the Hardware Sets or on Drawings:

a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the following applications:

1) Out-swinging exterior doors.

2) Out-swinging access controlled doors.

3) Out-swinging lockable doors.

5. Acceptable Manufacturers:

a. McKinney (MK)

b. Assa Abloy (AA).

c. No Substitutes, match existing.

2.03 DOOR OPERATING TRIM

A. Door Push Plates and Pulls: ANS/BHMA A156.6 certified door pushes and pulls of type and design specified below or in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.

1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.

2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.

3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.

4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.

a. Acceptable Manufacturers:

1) Yale (YA).

2) Asa Abloy (AA).

2.04 CYLINDERS AND KEYING

A. General: Cylinder manufacturer to have minimum (10) years’ experience designing secured master key systems and have on record a published security keying system policy.

B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.

C. Cylinders: Original manufacturer cylinders complying with the following:

1. Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.

2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.

3. Bored-Lock Type: Cylinders with tailpieces to suit locks.

4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.

5. Keyway: Match Facility Standard.

D. Permanent Cores: Manufacturer's standard; finish face to match lockset; complying with the following:

1. Interchangeable Cores: Core insert, removable by use of a special key; usable with other manufacturers' cylinders matching owner's standard for this building.

E. Keying System: Each type of lock and cylinders to be factory keyed. Conduct specified "Keying Conference" to define and document keying system instructions and requirements. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner. Incorporate decisions made in keying conference, and as follows:

1. Master Key System: Cylinders are operated by a change key and a master key.

2. Existing System: Master key or grand master key locks to Owner's existing system.

F. Key Quantity: Provide the following minimum number of keys:

1. Furnish Two (2) keys for each lock.

G. Construction Keying: Provide construction master keyed cylinders or temporary keyed construction cores where specified. Provide construction master keys in quantity as required by project Contractor. Replace construction cores with permanent cores. Furnish permanent cores for installation as directed under specified "Keying Conference".

2.05 MECHANICAL LOCKS AND LATCHING DEVICES

A. Cylindrical Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.2, Series 4000, Grade 1 certified cylindrical (bored) locksets furnished in the functions as specified in the Hardware Sets. Lock chassis fabricated of heavy gauge steel, zinc dichromate plated, with through-bolted application. Furnish with standard 2 3/4" backset and 1/2" throw brass or hardened steel latch bolt. Locks are to be non-handed and fully field reversible.

1. Acceptable Manufacturers:

a. Yale (YA) - Match Existing

b. No Substitutions, match existing

B. Lock Trim Design: As specified in Hardware Sets.

2.06 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:

1. Flat-Lip Strikes: For locks with three-piece antifriction latch bolts, as recommended by manufacturer.

2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.

3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.

B. Standards: Comply with the following:

1. Strikes for Mortise Locks and Latches: BHMA A156.13.

2. Strikes for Bored Locks and Latches: BHMA A156.2.

3. Strikes for Auxiliary Deadlocks: BHMA A156.5.

4. Dustproof Strikes: BHMA A156.16.

2.07 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.

1. Standards: Closers to comply with UL-10C and UBC 7-2 for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.

2. Cycle Testing: Provide closers which have surpassed 15 million cycles in a test witnessed and verified by UL.

3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.

4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.

a. Where closers are indicated to have mechanical dead-stop, provide heavy duty arms and brackets with an integral positive stop.

b. Where closers are indicated to have mechanical hold open, provide heavy duty units with an additional built-in mechanical holder assembly designed to hold open against normal wind and traffic conditions. Holder to be manually selectable to on-off position.

c. Where closers are indicated to have a cushion-type stop, provide heavy duty arms and brackets with spring stop mechanism to cushion door when opened to maximum degree.

d. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics. Provide drop plates or other accessories as required for proper mounting.

5. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates, and through-bolt or security type fasteners as specified in the door Hardware Sets.

B. Door Closers, Surface Mounted (Commercial Duty): ANSI/BHMA 156.4, Grade 1 certified surface mounted, institutional grade door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck, closing sweep, and latch speed control valves. Provide non-handed units standard.

1. Acceptable Manufacturers:

a. Norton Door Controls (NO) - 8500 Series.

b. Sargent Manufacturing (SA) - 1431 Series.

c. Yale Locks and Hardware (YA) - 3500 Series.

2.08 ARCHITECTURAL TRIM

A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.

2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.

   A. Kickplate KP1: Stainless Steel. (Field verify existing).
      1. Dimensions:
         a. Height: 12"
         b. Width: door width minus 2".
         c. Thickness: .038"
      2. Finish: Brushed Stainless Steel.
      3. Installation: Screw Fastener.

   B. Kickplate KP2: Stainless Steel. (Field verify existing).
      1. Dimensions:
         a. Height: 30"
         b. Width: door width minus 2".
         c. Thickness: .038"
      2. Finish: Brushed Stainless Steel.
      3. Installation: Screw Fastener

3. Fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets.

4. Metal Door Edging: Door protection edging fabricated from a minimum .050-inch thick metal sheet, formed into an angle or "U" cap shapes, surface or mortised mounted onto edge of door. Provide appropriate leg overlap to account for protection plates as required. Height to be as specified in the Hardware Sets.

5. Acceptable Manufacturers:

   a. Rockwood Manufacturing (RO).

2.10 DOOR STOPS AND HOLDERS

A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.

B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

1. Acceptable Manufacturers:

   a. H.B. Ives (IV)

2.11 ARCHITECTURAL SEALS

1. NOT USED

2.12 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.13 FINISHES

A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.

B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.

C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.02 PREPARATION

A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.

B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.03 INSTALLATION

A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.

1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.

B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:

1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."

2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."

3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."

4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Section 07 90 00 – Joint Sealers.

E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.04 FIELD QUALITY CONTROL

A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.05 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.06 CLEANING AND PROTECTION

A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.

B. Clean adjacent surfaces soiled by door hardware installation.

C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.07 DEMONSTRATION

A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.08 DOOR HARDWARE SCHEDULE

A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

B. Match discontinued products to nearest currently manufactured model.

Hardware Schedule

Manufacturer Abbreviations

MCK	McKinney
ROC	Rockwood
DOR	Dormakaba
IV	Ives
AA	Asa Abloy
YA	Yale
NO	Norton

Set – 01 Existing Door – replace Lockset Only

Opening 2026A – replace cylinder lockset with cylinder manual keypad.

1 ea	Keypad Latch set	8500	US26D	DOR

Set –02 Single Double-Acting HMF/WD: Match Existing

Opening 2026B

3 ea	Double Spring Hinge	9001	US26D	MCK
2 ea	Push Plate	P053	US26D	MCK
2 ea	KP-2 Kick Plate	K1038	US32D	ROC

Set- 03 HMF/WD: Classroom – Match Existing

Opening 2030B

3 ea	Hinge	TA2714 4.5 x 4.5	US26D	MCK
1 ea	Lockset	356G SP CLASSROOM	US26D	YA
1 ea	Doorstop	FS01	US26D	MCK
1 ea	Hold Open	FS40	US26D	IV
1 ea	Closer	8500	Grey	NO
3 ea	Silencer	S1M	Grey	MCK
2 ea	KP-1 Kickplate	K1038	US32D	ROC

END OF SECTION

SECTION 09 26 00

GYPSUM BOARD ASSEMBLIES

1.01 SUMMARY

A. Section Includes:
   1. Non-load bearing metal stud partition wall framing, 20 gauge and lighter.
   2. Gypsum wallboard.
   3. Cementitious backer board.
   4. Finishes and accessories.

B. Related Documents:
   1. The Contract Documents, as defined in Document 00 70 00 - General Conditions, apply to the Work of this Section. Additional requirements and Information necessary to complete the Work of this Section may be found in other documents.

C. Related Sections:
   1. Section 07 21 16 - Batt Insulation: Insulation installed at partition framing.
   2. Section 07 90 00 - Joint Sealers: Sealant where gypsum board abuts adjacent materials.
   3. Section 09 31 00 - Ceramic Tile: Tile applied to cementitious backer board.
   4. Section 09 90 00 - Paints and Coatings: Application of paint finish.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. ASTM C 475 - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.
   2. ASTM C 645 - Standard Specification for Nonstructural Steel Framing Members.
   3. ASTM C 754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.
   4. ASTM C 840 - Standard Specification for Application and Finishing of Gypsum Board.
   5. ASTM C 919 - Standard Practice for Use of Sealants in Acoustical Applications.

6. ASTM C 955 - Standard Specification for Load-Bearing (Transverse and Axial) Steel Studs, Runners (Tracks), and Bracing or Bridging, for Screw Application of Gypsum Board and Metal Plaster Bases.
7. ASTM C 1002 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases.
8. ASTM C 1396 - Standard Specification for Gypsum Board.
9. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
10. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
11. ASTM E 413 - Classification for Rating Sound Insulation.

B. Gypsum Association (GA):
1. GA-214 - Recommended Levels of Gypsum Board Finish; Gypsum Association.
2. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association.
3. GA-220 - Gypsum Board Winter Related Installation Recommendations.
4. GA-221 - Repair of Gypsum Board Joint Ridging.
5. GA-222 - Repairing Screw or Nail Pops In Gypsum Board Surfaces.
6. GA-225 - Repair of Fire-Rated Gypsum Board Systems.
7. GA-234 - Control Joints for Fire-Resistance Rated Systems.
8. GA-238 - Guidelines for Prevention of Mold Growth on Gypsum Board.
9. GA-600 - Fire Resistance Design Manual.

C. Underwriters Laboratories (UL):
1. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.

1.03 DEFINITIONS

A. Conform to GA-216 for interpretation of terms used in this Section.

1.04 SUBMITTALS

A. Section 01 30 00 – Administrative Requirements: Requirements for submittals.
1. Product Data:
   a. Framing: Submit data for materials and finish, product criteria, sizes and lengths, load charts and limitations.
   b. Fasteners and Anchorage Devices: Submit data for materials and finish, sizes and load charts.
   c. Gypsum Board: Submit data for each type of gypsum board, joint, finish and texture material.
   d. Cementitious Backer Board: Submit data for board, joints and fasteners.
   e. Acoustical Sealant: Provide data indicating sealant chemical characteristics, performance criteria and substrate preparation.
2. Samples for Verification: Submit three samples 18 inch x 18 inch in size illustrating specified wall and ceiling texture.
3. Assurance/Control Submittals:
   a. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.
   b. System Approvals: Submit an ICC National Evaluation Report indicating approval of metal framing and gypsum board.
   C. Fire Rated System Approvals: Submit system approval from Underwriter's Laboratories, Gypsum Association, International Building Code Table or an ICC National Evaluation Report indicating approval of installation type being used.

1) Submit for each design indicated on Drawings and specified herein.

B. Section 01 70 00 - Closeout Submittals: Procedures for closeout submittals.
1. Crack Warranty: Submit written warranty and Contractor letterhead as specified in this Section.

1.05 QUALITY ASSURANCE

A. Perform in accordance with GA-214, GA-216 and GA-238.

B. Installer Qualifications: Company specializing in performing the work of this section with minimum five years documented experience.

C. Single Source Responsibility:
1, Steel Framing: Obtain steel framing materials for gypsum board assemblies from a single manufacturer.
2. Gypsum Board: Obtain each type of gypsum board form a single manufacturer.
3. Finishing Materials: Obtain finishing materials from manufacturer that supplies gypsum board.

D. Fire. Test Characteristics: For gypsum board assemblies with fire-resistance ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing and inspection agency acceptable to Authorities Having Jurisdiction.
2. Fire-Rated Assemblies: Indicated by design designations from UL FRD, GA-600 or Building Code Table.

1.06 DELIVERY, STORAGE, AND HANDLING

C. Section 01 60 00 - Product Requirements. Transport, handle, store, and protect Products.

B. Deliver, identify, handle and store gypsum board in accordance with GA-216.

C. Deliver materials in manufacturer's unopened containers showing manufacturer’s name and product brand name.

D. Deliver Material Safety Data Sheet (MSDS) for each material to Project Field Superintendent for Contractor Records.

E. Accept Products on site in manufacturer's packaging. Inspect for damage. Return damaged Products and replace with undamaged Products. Immediately remove plastic shipping covers upon receipt at Project Site.

F. Project Field Superintendent shall inspect Products immediately upon delivery to Project Site, determine Product conformance with specified requirements and reject Products not complying with specifications. Project Field Superintendent shall direct that non-complying Products be removed from Project Site immediately.

G. Store materials inside. Keep dry and protected from weather, direct sunlight exposure and condensation. Neatly stack gypsum panels on level platform to prevent sagging or damage to ends, edges, and faces of gypsum panels. Protect metal framing and accessories from bending.

H. Store adhesives at application temperature for minimum 24 hours before application.

1.07 PROJECT CONDITIONS

C. Environmental Requirements:
   2. Establish and maintain application and finishing environment in accordance with ASTM C 840 and GA-216.
      a. Room Temperature: Maintain minimum 40 degrees F for 48 hours before application and continuously after until dry. Do not exceed 95 degrees F when using temporary heat sources.
      b. Ventilation: Ventilate building spaces as required to dry joint treatment materials. Avoid drafts during hot, dry weather to prevent finishing materials from drying too rapidly.
   3. Install gypsum board during cold, damp weather conditions in accordance with GA-220.

1.08 WARRANTY

C. Section 01780 - Closeout Submittals: Procedures for closeout submittals.

D. Contractor Crack Warranty: Provide 1 year crack warranty covering repair of any cracks that occur in gypsum board surfaces. Repair cracks by providing a gypsum board control joint and finishing wall to match existing or as directed by Architect. Coordinate with Architect for repair method at each crack location.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Gypsum Board:
   1. BPB Celotex: www.bpb.celotex.com.
   2. G-P Gypsum Corporation: www.gp.com.
   3. National Gypsum Company: www.nationalgypsum.com.
   4. USG Corporation: www.usg.com.
   5. Section 01 60 00 - Product Requirements: Product options and substitutions.

B. Metal Framing:
   1. Clark Steel Framing Systems: www.clarksteel.com.
   2. Dale/Incor: www.daleincor.com.
   3. Dietrich Metal Framing: www.dietrichindustries.com.
   4. Marino/Ware: www.marinoware.com.
   5. National Gypsum Company: www.nationalgypsum.com.
   6. Unimast Inc.: www.unimast.com.
   7. Section 01 60 00 - Product Requirements: Product options and substitutions.

C. Partition Anchorage Devices:
   1. Hilti, Inc.: www.us.hilti.com.
   2. ITW Ramset/Redhead: www.itw-ramset.com.
   3. Powers Fastening, Inc.: www.powers.com.
   4. Section 01 60 00 - Product Requirements: Product options and substitutions.

2.02 METAL FRAMING MATERIALS

A. Non-Load Bearing Wall Framing System Components: ASTM C 645; galvanized sheet steel, C shaped with knurled faces, punched for utility access, of size and properties necessary to comply with ASTM C 754 for specified spacing, depth as indicated on Drawings, with maximum deflection of wall framing L/240 at 5 psf.

1. 25 Gage Studs: Maximum height.
   a. 1-5/8 Inch: 7 feet.
   b. 2-1/2 Inch: 10 feet.
   c. 3/5/8 Inch 13 feet.
   d. 4 Inch: 14 feet.

2. 22 Gage: Maximum height.
   a. 1-5/8 Inch: 8 feet.
   b. 2-1/2 Inch: 11 foot 6 inches.
   c. 3/5/8 Inch: 15 feet 6 inches.
   d. 4 Inch: 16 feet 6 inches.
   e. 6 Inch: 23 feet.

3. 20 Gage: Maximum height.
   a. 1-5/8 Inch: 8 feet 6 inches.
   b. 2-1/2 Inch: 12 feet.
   c. 3/5/8 Inch: *16* feet.
   d. 4 Inch: 17 feet 6 inches.
   e. 6 Inch: 24 feet 6 inches.

B. Floor Tracks and Runners: ASTM C 645, galvanized sheet steel, channel shaped, same depth and gage as studs, tight fit, solid web.

C. Deep Leg Deflection Track: ASTM C 645 top runner with 2-1/2 inch deep flanges.
   1. Firestopping at Metal Decking' Specified in Section 07840.
      a. Perpendicular to Deck Flutes: UL System No. HW-000042.
      b. Parallel to Deck Flutes: UL System No. HW-D-0049.

D. Wall Furring. Bridging and Bracing: ASTM C 645, galvanized sheet steel.
   1. Studs: 25 gage.
   2. Hat-Shaped Channels: 7/8 inch deep x 1-1/2 inch wide, 25 gage.
   3. Cold-Rolled Channels: 3/4 inch x 1/2 inch and 1-1/2 inch x 17/32 inch, 16 gage.
   4. Clip Angles: 2 inches x 2 inches x J6 gage x 1/4 inch less than stud.

E. Resilient Furring Channels: ASTM C b45, galvanized sheet steel, Z5 gage, 1/2 inch deep, 2-1/2 inch wide with face connected to single flange by single slotted leg.

F. Partition Framing Fasteners: Corrosion-resistant self-drilling self-tapping steel screws.
   1. 25 and 22 Gage: ASTM C 1002; 3/8 inch Type S pan head.
   2. 20 Gage and Heavier: ASTM C 1002; 5/8 inch Type S-12 low-profile head.

G. Partition Floor Track Anchorage Device at Concrete Slabs: Low velocity powder-

actuated drive pins; minimum 0.40 inch shank diameter x 1-1/2 inch shank length with steel washer.

H. Furring Channel to Masonry or Concrete Surface Fasteners: Low velocity powder-actuated drive pins of size to suit application.

I. Flat Straps and Backing Plates: Galvanized sheet steel, gage shape, and configuration as required or as indicated on Drawings.

J. Load Bearing Wall Framing and Joists: Specified in Section 05 40 00.

2.03 GYPSUM BOARD MATERIALS

A. Standard Gypsum Wallboard: ASTM C 1396; ends square cut. Use largest size sheets possible. For ceiling heights exceeding 8 feet up to 10 feet, use 10 foot sheet; 8 foot sheet with gypsum board joint not permitted.
   1. Thickness: 5/8 inch.
   2. Edges: Tapered.

B. Fire Rated Gypsum Wallboard: ASTM C 1396; Type X; ends square cut. Use largest size sheets possible. For ceiling heights exceeding 8 feet up to 10 feet, use 10 foot sheet; 8 foot sheet with gypsum board joint not permitted.
   1. Thickness: 5/8 inch.
   2. Edges: Tapered.

C. Moisture-Resistant Gypsum Wallboard: ASTM C 1396; ends square cut. Use largest size sheets possible. For ceiling heights exceeding 0 feet up to 10 feet, use 10 foot sheet; 8 foot sheet with gypsum board joint not permitted.
   1. Thickness: 5/8 inch.
   2. Edges:Tapered.

D. Cementitious Backing Board for Ceramic Wall Tile: High density, glass fiber reinforced, 5/8 inch thick x 32 inches or 48 inches x length as required.
   1. Manufacturer/Product: USG Durock exterior cement board.

2.04 ACCESSORIES

A. Corner Beads: GA-216; galvanized steel, Type CB with 1-1/4 x 1-1/4 inch wide flanges.

B. Edge Trim: GA-216; galvanized steel, LC shaped bead.

C. Control Joint: GA-216; galvanized steel, 7/16 deep reveal, 7/6 inch flange, 3/32 inch grounds and 1/4 inch open slot with removable plastic strip.

D. Joint Materials: ASTM C 475 and as recommended by gypsum board manufacturer for project conditions.
   1. Ready-mixed all-purpose joint compound.

E. Wall and Ceiling Texture: Ready mixed wall texture consisting of white latex type material for one-coat application.
   1. Texture: Light/Medium orange peel texture to match existing.

F. Cementitious Backing Board Joints: USG Durock 2 inch wide, coated glass fiber tape for joints and corners.

G. Screws: ASTM C 1002; self-drilling, self-tapping type; cadmium-plated for wet locations and at gypsum sheathing.

H. Cementitious Backing Board Screws: USG Durock screws, self-drilling, self- tapping type; cadmium-plated.

I. Firestopping at Penetrations of Fire-Rated Walls: Specified in Section 07 84 00.

J. Batt Insulation: Specified in Section 07 21 16.

K. Acoustical Sealant: Non-sag, paintable, nonstaining sealant that reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
   1. AC-20 FTR Acoustical Sealant, by Pecora Corporation.
   2. Sheetrock Acoustical Sealant, by US Gypsum.
   3. Section 01 60 00 - Product Requirements: Product options and substitutions.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

B. Report in writing to Architect prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

C. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.02 PREPARATION

A. Coordinate installation of bucks, anchors, blocking, electrical and mechanical Work installed in or behind metal framing. Allow items to be installed after framing is complete.

3.03 FRAMING INSTALLATION

A. Comply with ASTM C 754, ASTM C 955 and manufacturer's published instructions.

B. Space studs and furring at 24 inches on center. Space studs backing ceramic wall tile, full height or wainscot at 16 inches on center.
   1. Place studs vertically, with open side facing in same direction securely fastened to door and ceiling tracks.
   2. Extend stud framing to heights indicated on Drawings.
   3. Where stud framing extends to structure above, maintain clearance under structural building members to avoid deflection transfer to studs. Provide extended leg slip-track ceiling runners.
   4. Locate studs maximum 2 inches from abutting partitions, partition corners and other construction.
   5. Provide triple studs at abutting partitions, double studs at partition corners.
   6. Install cold-rolled channel bracing horizontal at mid-span of walls 8 feet height maximum; install horizontal framing at 5 foot vertically for walls 8 feet and greater.
   7. Do not bridge building control and expansion joints with steel framing or furring

members. Independently frame both sides of joints with framing and furring members.

C. Fasten partition floor tracks and runners to concrete with drive pins spaced at 24 inches on center maximum, 2 inches from end maximum.

D. Fasten partition top tracks and slip tracks to metal decking with screws spaced at 24 inches on center maximum, 2 inches from end maximum.

E. Install framing at edges and ends of gypsum board panels to provide firm bearing for installation of gypsum board attachment screws.

F. Where studs are installed directly against exterior walls, install asphalt felt strips or foam gaskets between studs and wall.

G. Extend partition framing full height to structural supports or substrates above suspended ceiling, except where partitions are indicated to terminate above suspended ceiling or at suspended ceiling. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.

H. Frame openings other than hollow metal framed openings to comply with details indicated or, as required for hollow metal framed openings. Install framing below sills at openings to match framing required above door heads.

I Hollow Metal Framed Opening: Install double studs at door frame jambs. Install stud tracks on each side of opening, at frame head height and between studs and adjacent studs. Install cripple studs at head adjacent to each jamb stud, with minimum 1/2 inch clearance from jamb stud ta allow for installation of control joint.

J. Blocking and Backing: Install steel stud blocking or backing plates to studs for support at plumbing fixtures, toilet partitions, wall cabinets, grab bars, toilet accessories, furnishings and other items requiring blocking or backing for attachment to wall.

3.04 GYPSUM BOARD INSTALLATION

A. Comply with ASTM C 640, GA-216. GA-600 and manufacturer's published instructions.

B. Gypsum Board Joints:
   1. Install to minimize butt end joints, especially in highly visible locations.
   2. Gypsum board joints not permitted within 12 inches of corners of hollow metal frames unless control joints are installed at corner of frames as indicated on Drawings.
   3. Stagger joints on opposite sides of partitions; joints shall not occur on same stud.
   4. All gypsum board joint6 shall occur over and be supported by a framing member.
   5. In multi-layer system, end joints parallel to and on same side of framing members shall be staggered between alternate courses of panels
      a. Base layer end joints parallel to and on one side of framing shall be staggered from base layer end joints on opposite site of framing members.
   6. Install ceiling board panels across framing to minimize number of abutting end joints and to avoid end joints in central area of each ceiling. Stager abutting end joints of adjacent panels minimum 1 framing member.
   7. Form control and expansion joints at locations indicated or specified. With space between edges of adjoining gypsum panels, as well as supporting framing behind gypsum panels.

C. Install gypsum panels with face side out. Do not install imperfect, damaged or damp panels. Butt panels together for light contact at edges and ends with maximum 1/16 inch open space between panels. Do not force in place.

D. Attach gypsum panels to steel studs so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

E. Single-Layer Non-Rated: Install gypsum board to ceilings first and then to walls. Install gypsum board with long dimension parallel to framing members at walls and perpendicular to framing members at ceilings, with ends and edges occurring over framing member. Install fasteners at 12 inches on center in field and 8 inches on center at edges.

F. Single-Layer Flre-Rated: Install gypsum board vertically, with edges and ends occurring over framing member. Install assembly per requirements of referenced UL Design or other referenced approved fire rated assembly. Contractor shall provide a copy of each referenced design at Project Site for reference by gypsum board installers and Project Field Superintendent.

G. Double-Layer Fire-Rated: Install gypsum board for first layer vertically, with edges and ends occurring over framing member. Install second layer perpendicular to first layer. Offset joints of second layer from joints of first layer. Install assembly per requirements of referenced UL Design or other referenced approved fire rated assembly. Contractor shall provide a copy of each referenced design at Project Site for reference by gypsum board installers and Project Field Superintendent.

H. Cover both faces of metal stud framing with gypsum panels in concealed spaces (above ceilings. etc.), except in chases that are braced internally. Fit gypsum panels around ducts, pipes, and conduits.

I. Isolate perimeter of partitions at structural abutments, except floors. Provide 1/4 to 1/2 Inch wide spaces at these locations and trim edges with U-bead edge trim where edges *o1* gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

J. Installation on Metal Framing: Use screws for attachment of all gypsum board.

K. Fasteners: Install so heads of fasteners are slightly below surface of panel without breaking face paper or fracturing core; do not install fastener closer than 3/8 inches from panel edges and ends. Do not strip framing member around screw shank.

L. Door Frames: Spot grout hollow metal door frames far solid-core wood doors, hollow metal doors and doors over 2 foot 8 inche9 wide. Apply spot grout at each jamb anchor clip and immediately insert gypsum panels into frames.

M. Moisture Protection: Treat cut edges and holes in moisture resistant gypsum board with sealant.

N. Sound Rated Walls: Seal construction at perimeters, behind control and expansion joints, openings, and penetrations with continuous bead of acoustical sealant including a bead at both faces of partitions. Comply with ASTM C 919 and manufacturer's published instructions for location of edge trim and closing off sound-flanking paths around or through gypsum board assemblies, including sealing partitions above acoustical ceilings.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

A. Control Joints: Place control joints consistent with lines of building spaces and in consistent pattern, as directed by Architect and as follows.

1. Vertical, at each side of hollow metal frame head on both sides of wall extending from corners of frame to ceiling for frames 3 feet 6 inches and wider.

2. Not more than 30 feet apart on walls and ceilings over 50 feet long.
3. Where a partition, wall or ceiling traverses a construction joint (expansion, seismic, or building control element) in the building structure.
4. Where partition or furring abuts structural element (except floor) or dissimilar wall or ceiling.
5. Where ceiling abuts structural element, dissimilar wall or partition, or other vertical penetration.
6. Where construction changes with plane of partition or ceiling.
7. Where ceiling dimensions exceed 50 feet in either direction with perimeter relief, or 30 feet without perimeter relief.
8. Where wings of "L", "U", "T", "H", or "Star" shaped ceilings are joined.
9. Where control joints occur in 1 or 2 hour fire rated assemblies, provide blocking behind control joint consisting of 2 layers 5/8 inch type "X" gypsum board in accordance with GA-234. Control joints are not permitted in 3 hour fire rated assemblies.

B. Comer Beads: Install at external corners, using longest practical lengths.

C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

D. Installation: Install batt insulation at partition framing as specified in Section 07 21 16.

E. Firestopping: Fire stop each penetration of fire-rated assembly and top of partition and metal decking as specified in Section 07 84 00.

3.06 JOINT TREATMENT AND FINISH

A. Finish gypsum board in scheduled areas in accordance with levels defined in GA- 214 and as scheduled in Finish Level Schedule.

B. Tape, fill and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
1. Feather coats of joint compound so that camber is maximum 1/32 inch.

C. Finish Level Descriptions:
1. Level 1: Tape in joint compound at joints and interior angles. Tool marks and ridges acceptable.
2. Level 2: Level 1, plus separate coat of compound at joints. angles, fasteners and accessories. Tool marks and ridges acceptable.
3. Level 3: Level 1, plus two separate coats of compound at joints, angles, fasteners and accessories. Compound shall be smooth and free of tool marks and ridges.
4. Level 4: Level 1, plus three separate coats of compound at joints, angles, fasteners and accessories. Compound shall be smooth and free of tool marks and ridges.
5. Level 5: Level 4, plus separate skim coat of compound over entire surface of gypsum board.

D. Application of Wall and Ceiling Texture:
1. Apply texture in accordance with manufacturers published instructions for type of texture being applied.
2. Prepare and apply primer. Only apply to surfaces that are clean, dry and smooth.
3. Mix and apply texture. Apply to produce uniform texture free of starved spots or other evidence of thin application or of application patterns.
4. Protect adjacent surfaces with masking agents, polyethylene film or other means to prevent droppings and overspray.

5. If texture comes in contact with adjacent materials, immediately remove as recommended by texture finish manufacturer. Prevent damage to adjacent materials.

3.07 CONSTRUCTION

A. Interface with Other Work:
1. Coordinate installation of firestopping specified in Section 07 84 00 at penetrations through fire-resistive rated gypsum board partitions.

B. Site Tolerances:
1. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

3.08 FIRE/SMOKE WALL IDENTIFICATION LABEL

A. Provide fire/smoke wall label on each side of fire or smoke walls above ceiling at 10 foot intervals.

B. Label with Red painted block stenciled letters 2 inches high reading “1 HOUR WALL”, “2 HOUR WALL" or "SMOKE PARTITION" as applicable.

3.09 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Contractor Quality Control Representative shall perform contractor quality control inspections.
1. Inspect metal framing installation, member types, sizes and spacing, type of fasteners, number and type of connections and anchorages.
2. Inspect gypsum board installation, board types and thickness, number, type and spacing of fasteners, joints, control joints and finish levels.
3. Inspect metal stud, gypsum board, taping, fasteners and fastener spacing for conformance with listed fire-rated assemblies. Inspect types and locations of Fire Wall Identification Labels.
4. Document preparatory, initial and follow-up inspection in Contractor Test and Inspection Reports and submit to Architect.

B. Correct deficiencies in products and installation found not to be in compliance with Contract Documents.

3.10 CLEANING, PROTECTION AND REPAIR

A. At completion of installation, remove any residual joint or texture compound from adjacent surfaces.

B. Protect gypsum board from damage or deterioration by construction activities.

C. Repair gypsum board joint ridging in accordance with GA-M1.

D. Repair screw pops in gypsum board surfaces in accordance with GA-222.

E. Repair damage to fire-rated gypsum board assemblies in accordance with GA- 225.

3.11 FINISH LEVEL SCHEDULE

A. Level 1: Above finished ceilings concealed from view.

B. Level 2: Utility areas and areas behind cabinetry.

C. Level 3: Not Used.

D. Level 4:
1. Walls and ceilings scheduled to receive flat paint finish.
2. Walls and ceilings scheduled to receive texture before final painting.
3. Walls scheduled to receive wall covering.

E. Level 5: Walls and ceilings scheduled to receive eggshell, semi-gloss, gloss or non-textured flat paint finish. (Non-Textured Wall).

3.12 GYPSUM BOARD SCHEDULE

A. Fire-Rated Gypsum Wallboard: Fire rated walls indicated on Drawings.

B. Moisture Resistant Gypsum Wallboard: Sterilizer and Clean Processing.

C. Cementitious Backer Board: Ceramic tile walls.

D. Standard Gypsum Wallboard: All other locations.

SECTION 09 31 00

WALL AND FLOOR TILE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Ceramic tile wall and floor finish using the thinset application method.

1.02 RELATED SECTIONS

A. Section 07 90 00 - Joint Sealers: Mildew resistant sealant.

B. Section 09 21 16 - Gypsum Board Systems: Wall surface for installation of tile.

1.03 REFERENCES

A. ANSI A108.4 - Installation of Ceramic Tile with Organic Adhesives or Water Cleanable Tile Setting Epoxy Adhesive.

B. ANSI A108.9 - Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout.

C. ANSI A108.10 - Installation of Grout in Tilework.

D. ANSI A118.6 - Ceramic Tile Grouts.

E. ANSI A136.1 - Organic Adhesives for Installation of Ceramic Tile.

F. ANSI A137.1 - Standard Specifications for Ceramic Tile.

G. TCA (Tile Council of America) - Handbook for Ceramic Tile Installation.

1.04 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Indicate tile colors and grout colors.

C. Manufacturer's Instructions: Provide instructions for using adhesives and grouts.

D. Samples: provide two samples of each color and texture of each tile type specified in size specified.

E. Substitutions for products specified under this section must be approved by the architect before the bid date. Requests for substitutions must be made to the architect in writing at least seven calender days before the bid date.

1.05 MAINTENANCE DATA

A. Submit under provisions of Section 01300.

B. Maintenance Data: Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

1.06 QUALITY ASSURANCE

A. Perform Work in accordance with ANSI A137.1.

B. Conform to latest issue of the TCA Handbook.

1.07 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum ten years documented experience.

B. Installer: Company specializing in performing the work of this section with minimum ten years documented experience.

1.08 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, protect and handle products in accordance with manufacturer's instructions.

B. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.09 ENVIRONMENTAL REQUIREMENTS

A. Do not install adhesives in an unventilated environment.

B. Maintain 50 degrees F minimum during installation of adhesive and grout materials.

1.10 EXTRA MATERIALS

A. Provide 10 sq ft of each size, color and surface finish of wall tile specified.

B. Provide 4 lineal feet of each size, color and surface finish of base tile specified.

PART 2 PRODUCTS

2.01 TILE MANUFACTURERS

A. Substitutions for products specified under this section must be approved by the architect before the bid date. Requests for substitutions must be made to the architect in writing at least ten calender days before the bid date.

2.02 MATERIALS

A. See Drawings

2.03 ADHESIVE MATERIALS

A. Organic Adhesive: ANSI A136.1, Type II, thinset bond type.

B. Epoxy Adhesive: ANSI A118.3, thinset bond type.

C. Tile Setting Adhesive: Elastomeric, waterproof, liquid applied.

2.04 GROUT MATERIALS

A. Grout: ANSI A118.83, modified epoxy emulsion mortar and grout, color: Selected by Architect from Manufacturer's Standard Colors. To be used at Sinks and Wet Walls.

2.04 ACCESSORIES

A. Finishing and Edge protection profile equal to Schulter Jolly at all tile exterior corners
   a. Finish: Satin Anodized Alumimun
   b. Height" as required

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are ready to receive work.

3.02 PREPARATION

A. Protect surrounding work from damage or disfiguration.

B. Vacuum clean surfaces and damp clean.

C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

3.03 INSTALLATION - THINSET METHOD

A. Install adhesive tile and grout in accordance with manufacturer's instructions and TCA Handbook.

B. Lay tile to pattern indicated on drawings. Set grout joints as recommended by Manufacturer.

C. Cut and fit tile tight to penetrations through tile. Form corners and bases neatly.

D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.

E. Form internal angles square and external angles bullnosed.

F. Sound tile after setting. Replace hollow sounding units.

G. Allow tile to set for a minimum of 48 hours prior to grouting.

H. Grout tile joints.

3.04 CLEANING

A. Clean tile and grout surfaces.

B. Clean adjacent surfaces soiled by tile and grout installation.

END OF SECTION

SECTION 09 31 00

WALL TILE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Ceramic tile wall and floor finish using the thinset application method.

1.02 RELATED SECTIONS

A. Section 07 90 00 - Joint Sealers: Mildew resistant sealant.

B. Section 09 21 16 - Gypsum Board Systems: Wall surface for installation of tile.

1.03 REFERENCES

A. ANSI A108.4 - Installation of Ceramic Tile with Organic Adhesives or Water Cleanable Tile Setting Epoxy Adhesive.

B. ANSI A108.9 - Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout.

C. ANSI A108.10 - Installation of Grout in Tilework.

D. ANSI A118.6 - Ceramic Tile Grouts.

E. ANSI A136.1 - Organic Adhesives for Installation of Ceramic Tile.

F. ANSI A137.1 - Standard Specifications for Ceramic Tile.

G. TCA (Tile Council of America) - Handbook for Ceramic Tile Installation.

1.04 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Indicate tile colors and grout colors.

C. Manufacturer's Instructions: Provide instructions for using adhesives and grouts.

D. Samples: provide two samples of each color and texture of each tile type specified in size specified.

E. Substitutions for products specified under this section must be approved by the architect before the bid date. Requests for substitutions must be made to the architect in writing at least seven calender days before the bid date.

1.05 MAINTENANCE DATA

A. Submit under provisions of Section 01300.

B. Maintenance Data: Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

1.06 QUALITY ASSURANCE

A. Perform Work in accordance with ANSI A137.1.

B. Conform to latest issue of the TCA Handbook.

1.07 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum ten years documented experience.

B. Installer: Company specializing in performing the work of this section with minimum ten years documented experience.

1.08 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, protect and handle products in accordance with manufacturer's instructions.

B. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.09 ENVIRONMENTAL REQUIREMENTS

A. Do not install adhesives in an unventilated environment.

B. Maintain 50 degrees F minimum during installation of adhesive and grout materials.

1.10 EXTRA MATERIALS

A. Provide 10 sq ft of each size, color and surface finish of wall tile specified.

B. Provide 4 lineal feet of each size, color and surface finish of base tile specified.

PART 2 PRODUCTS

2.01 TILE MANUFACTURERS

A. Substitutions for products specified under this section must be approved by the architect before the bid date. Requests for substitutions must be made to the architect in writing at least ten calender days before the bid date.

2.02 MATERIALS

A. See Drawings

2.03 ADHESIVE MATERIALS

A. Organic Adhesive: ANSI A136.1, Type II, thinset bond type.

B. Epoxy Adhesive: ANSI A118.3, thinset bond type.

C. Tile Setting Adhesive: Elastomeric, waterproof, liquid applied.

2.04 GROUT MATERIALS

A. Grout: ANSI A118.83, modified epoxy emulsion mortar and grout, color: Selected by Architect from Manufacturer's Standard Colors. To be used at Sinks and Wet Walls.

2.04 ACCESSORIES

A. Finishing and Edge protection profile equal to Schulter Jolly at all tile exterior corners
   a. Finish: Satin Anodized Alumimun
   b. Height" as required

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are ready to receive work.

3.02 PREPARATION

A. Protect surrounding work from damage or disfiguration.

B. Vacuum clean surfaces and damp clean.

C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

3.03 INSTALLATION - THINSET METHOD

A. Install adhesive tile and grout in accordance with manufacturer's instructions and TCA Handbook.

B. Lay tile to pattern indicated on drawings. Set grout joints as recommended by Manufacturer.

C. Cut and fit tile tight to penetrations through tile. Form corners and bases neatly.

D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.

E. Form internal angles square and external angles bullnosed.

F. Sound tile after setting. Replace hollow sounding units.

G. Allow tile to set for a minimum of 48 hours prior to grouting.

H. Grout tile joints.

3.04 CLEANING

A. Clean tile and grout surfaces.

B. Clean adjacent surfaces soiled by tile and grout installation.

END OF SECTION

SECTION 09 90 00

PAINTS AND COATINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints, stains, varnishes, and other coatings.

C. See Schedule - Surfaces to be Finished at end of Section.

1.02 RELATED SECTIONS

A. Section 01 81 13 – Sustainable Design Requirements

B. Section 04 20 00810 – Unit Masonry System

C. Section 05 12 00 – Structural Steel: Shop primed steel

D. Section 05 50 00 - Metal Fabrications: Shop-primed items to be painted.

E. Section 05 52 00 - Steel Handrails and Railings: Shop primed items to be painted.

F. Section 06 20 00 - Finish Carpentry and Custom Millwork.

G. Section 07 10 00 - Waterproof Coating System: Exterior CMU walls.

H. Section 07 81 00 – Spray Applied Fireproofing (coordinate steel primer compatibility)

I. Section 08 11 00 - Steel Doors and Frames.

J. Section 09 21 16 - Gypsum Board Systems.

1.03 REFERENCES

A. ASTM D 16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2000.

B. ASTM D 4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 1992 (Reapproved 1997).

C. NACE (IMP) - Industrial Maintenance Painting; NACE International; Edition date unknown.

D. SSPC (PM1) - Steel Structures Painting Manual, Vol. 1, Good Painting Practice; Society for Protective Coatings; Fourth Edition.

1.04 SUBMITTALS

A. See Section 01 33 00 - Submittals, for submittal procedures.

B. Product Data: Provide data on all finishing products.

C. Manufacturer's Instructions: Indicate special surface preparation procedures.

D. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum 10 years documented experience.

B. Applicator Qualifications: Company specializing in performing the work of this section with

minimum 5 years experience.

1.06 DELIVERY, STORAGE, AND PROTECTION

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.

C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

D. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.

E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.08 EXTRA MATERIALS

A. See Section 01 60 00 - Product Requirements, for additional provisions.

B. Supply 1 gallon of each color; store where directed.

C. Label each container with color in addition to the manufacturer's label.

1.09 MOCK-UPS

A. 'Popcorn' spray applied ceiling texture / paint system: Install at one room selected by Architect for Owner and Architect approval. Approved work shall serve as standard of installation for all subsequent work.

PART 2 PRODUCTS

2.01 MANUFACTURERS & PRODUCTS

A. Provide paints, enamels, stains, varnishes, and admixtures of best, first line quality meeting the provisions of this section as manufactured by Sherwin Williams, Pratt and Lambert, Glidden, Benjamin Moore, Pittsburgh, Devoe, or Blair/Jones.

B. Substitutions: See Section 01 33 00 - Submittals.

E. Interior Latex Primer Sealer – A low odor, low VOC, 100% acrylic interior latex primer sealer with spatter resistant properties.

F. Rust Inhibitive Primer – A low odor, low VOC, acrylic metal primer.

G. Interior Latex Semi-Gloss Enamel – A low odor, low VOC, 100% acrylic latex semi-gloss enamel with spatter resistant properties.

H. Interior Latex Eggshell Enamel – A low odor, low VOC, 100% acrylic latex enamel

I. Exterior Alkyd Semi-Gloss Enamel – manufacturer's best quality.

J. Latex Block Filler: Equal to Sherwin Williams Heavy Duty Block Filler, B42W46.

K. Transparent Wood Stain – Alkyd based transparent penetrating wood stain.

L. Interior Low – Lustre Polyurethane Finish – Polyurethane clear coating. – manufacturer's best, first line.

M. Dry-Erase Paint: Equal to CREATE by IdeaPaint, providing surface suitable for use of dry-erase markers. *Equal products shall be submitted to the Architect for approval minimum 7 days prior to bid date*. (Distributed by: MDC Wallcoverings,1200 Arthur Avenue, Elk Grove Village, IL 60007 (800) 621-4006 www.mdcwall.com)

N. Zinc based rust-inhibitive primer for structural steel at south-east porch canopy structure: Primer compatible with the work of Section 07 81 00 – Spray Applied Fireproofing and 05 12 00 – Structural Steel. Coordinate with Fire Proofing manufacturer for primer paint to which fire proofing material will permanently adhere.

O. 'Popcorn' Spray Ceiling Paint system: Spray on ceiling texture and paint system with poly-styrene particles for texture having a minimum Class B flamespread/ smoke developed rating (per ASTM E 84). Match the existing texture density.

P. Concrete Stain: Equal to Perma-Crete Concrete Stain by PPG – high grade, 'breathable' acrylic coating. Color as selected by Architect.

2.02 PAINT AND COATING CONTENT

A. VOC Content: Per LEED guidelines, products shall comply with VOC limits of applicable building code and for interior paints and coatings applied at the Project site, the following VOC limits, exclusives of colorants added to tint a base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1. Flat paints and Coatings: 50 g/L
2. Nonflat Paints and Coatings: 150 g/L
3. Dry-Fog Coatings: 400 g/L
4. Primers, Sealers, and Undercoaters: 200g/L
5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L
6. Zinc-Rich Industrial Maintenance Primers: 340 g/L
7. Pretreatment Wash Primers: 420 g/L
8. Floor Coatings: 100 g/L
9. Shellacs, Clear: 730 g/L
10. Shellacs, Pigmented: 550 g/L
11. Clear Wood Finishes, Varnishes: VOC not more than 350 g/L

12. Shellacs, Clear: VOC not more than 730 g/L

13. Stains: VOC not more than 250 g/L

2.03 ACCESSORY MATERIALS

A. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified; commercial quality.

B. Patching Material: Latex filler.

C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

C. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

A. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.

B. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.

C. Marks: Seal with shellac those which may bleed through surface finishes.

D. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

E. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.

F. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

G. Interior Wood Items to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

H. Interior Wood Items to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

I. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

J. Concrete Masonry Units to be Painted: Remove all loose particles, laitance, oil, grease, and any other contaminants. New masonry must be allowed to cure for a minimum of 28 days.

K. For ‘Popcorn’ texture ceiling system: Remove all existing texture and loose particles and paint. Clean surface in accordance with manufacturer’s instructions. Assure concrete surface is smooth and ready to receive texture/ paint coating. Fill all holes, cracks, or honeycombs in the concrete. Correct and any surface irregularities which may telegraph through finished texture /

paint.

3.03 APPLICATION

A. Apply products in accordance with manufacturer's instructions.

B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.

E. Sand wood surfaces lightly between coats to achieve required finish.

F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

G. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

3.04 CLEANING

A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 SCHEDULE - SURFACES TO BE FINISHED

A. Do Not Paint or Finish the Following Items:
   1. Items fully factory-finished unless specifically noted.
   2. Fire rating labels, equipment serial numbers and capacity labels.
   3. Stainless steel items.

B. Paint the surfaces described below under Schedule - Paint Systems.

3.06 SCHEDULE - PAINT SYSTEMS

A. Exposed Steel, Hollow Metal Doors and Frames: (refer to letter ‘M’ below for exterior handrails/ guardrails)
   1. First Coat: Rust inhibitive primer.
   2. Second and Third Coats: Exterior alkyd semi-gloss enamel.

B. Gypsum Board Walls and Ceilings:
   1. First Coat: U.S. Gypsum Sheetrock® Brand Tuff-Hide™ Primer-Surfacer to achieve level 5 finish.
   2. Second and Third Coats: Interior latex satin/ eggshell finish.

3.07 SCHEDULE – APPLICATION & PAINT COLORS

MATCH EXISTING SURFACE

END OF SECTION

SECTION 10 21 23

CUBICAL CURTAINS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Curtain track and curtain carriers.

B. Cubical curtains.

1.02 RELATED SECTIONS

A. Section 09 51 20 - Suspended Acoustical Panel Ceilings

1.03 PERFORMANCE REQUIREMENTS

A. Curtains: Provide curtain fabric with the following characteristics:

1. Fabrics are flame resistant and have passed NFPA 701 when tested by a testing and inspecting agency acceptable to authorities having jurisdiction.

a. Identify fabrics with appropriate markings of applicable testing and inspecting agency.

1.04 SUBMITTALS

A. Product Data: Include durability, laundry temperature limit, fade resistance, and fire test response characteristics for each type of curtain fabric indicated.

B. Shop Drawings: Show layouts and types of privacy, size of curtains, number of carriers, anchorage details, and conditions requiring accessories. Indicate dimensions taken from field measurements.

C. Submit two complete sets of manufacturers full range of colors for each type of curtain material specified.

1.05 PROJECT CONDITIONS

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

PART 2 – PRODUCTS

2.01 MANUFACTURER: CURTAIN TRACKS

A. Manufacturer: Inpro, Clickeze Privacy Systems, Product: Optitrack Cubicle Track.

B. Acceptable alternates:

1. ModoMed, Ceiling mount track kit with chain carrier.

2. Substitutions in accordance with Section 01600 - Product Requirements.

2.02 COMPONENTS: CURTAIN TRACKS

A. Extruded Aluminum Track: Privacy track shall be extruded 6063-T5 aluminum, 1 3/8" by 3/4", one piece, and surface mounted.

1. Finish: Satin White.

B. Track Accessories: Fabricate splices, end caps, and snap outs from same material and with same finish as track.

1. End Stop: Removable with carrier hook.

C. Curtain Carriers: Optitrac Spool Carriers two wheel nylon roller with steel bead chain and hard aluminum hook

2.03 MANUFACTURER: CURTAINS

A. Manufacturer: Inpro, Clickeze Privacy Systems, Product: Nylon Mesh and 100% Polyester curtain fabrics.

B. Accepted Alternate: ModoMed, Standard Cubical Curtains, Product: Nylon Mesh and 100% Polyester curtain fabrics.

C. Substitutions in accordance with Section 01600 - Product Requirements.

2.04 COMPONENTS: CURTAINS

A. Mesh Top: Open Weave, No 50, 20 inch wide Nylon Mesh conforming to the following:

1. Material: 100% nylon.
2. Weave Size: ½" X ½"
3. Color: To be selected from manufacturer's standard range of colors.

B. Bottom 72 inch of curtains: Solid Polyester Fabric conforming to the following:

1. Material: 100% Polyester.
2. Pattern: To be selected from manufacturer's "Silver" category of patterns.
3. Color: To be selected from manufacturer's standard range of colors.

C. Curtain Grommets: Two-piece, rolled-edge, rustproof aluminum; spaced not more than 6 inches o.c.; machined into top hem.

D. Curtain Tieback: Flame resistant, woven polyester strap with self adhesive aluminum wall plate.

E. Baton: 3/8 inch diameter fiberglass shaft with hook.

2.05 CURTAIN FABRICATION

A. Fabricate curtains to comply with the following requirements:

1. Width: Equal to track length from which curtain is hung plus 10 percent added fullness, but not less than 12 inches added fullness.

2. Length: Equal to floor-to-ceiling height minus 16 inches (bottom of curtain to be 16” above floor). Top 20 inches is open weave nylon mesh and remainder is polyester fabric.

3. Top Hem: To be 1-1/2 inches wide, triple thickness and double locked stitched.

4. Mesh Top: To be No. 50, 20" Wide, 1/2" Hole double lock stitched to top of curtain fabric, with a 1/2 inch wide triple thick top seam. Mesh to have a 1-1/4 inch 100% flame resistant polyester tape double lock stitched into top hem for secure machining of grommets.

5. Bottom Hem: To be 1-1/2 inches wide double thickness double lock stitched.

6. Side Hem: To be 1/2 inch wide turned and single lock stitched.

B. Vertical Seams: Not less than 1/2 inch wide, double turned and double stitched.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine substrates and conditions, with installer present, for compliance with requirements for installation tolerance, and other conditions affecting performance of work.

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

3.02 INSTALLATION

A. General: Install tracks level and plumb, according to manufacturer’s written instructions.

1. Curtain Track Mounting: Surface of lay-in ceiling.

B. Track Accessories: Install splices, end caps, connectors, end stops, snap outs, and other accessories as required for a secure and operational installation.

C. Curtain Carrier: Provide curtain carriers adequate for 6 inch spacing along full length of curtain.

D. Curtains: Hang curtains on each curtain track. Secure with curtain tieback.

END OF SECTION

Division 21 - Fire Suppression

Section 210000 - SUPPLEMENTARY FIRE SUPPRESSION GENERAL CONDITION

RELATED DOCUMENTS

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

SUMMARY

Section includes supplementary general requirements for the following:

- Codes and Standards
- Conflicting Requirements
- Specifications and Drawing Conventions
- Coordination with Occupants
- Work Restrictions
- Fees, Permits, and Inspection
- Submittals
- Products
- Warranties
- Record Drawings
- Demolition, Salvage, and Waste
- General Coordination for Fire Suppression Work
- Cutting and Patching
- Painting

DEFINITIONS

General: Basic Contract definitions are included in the Conditions of the Contract.

"Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.

"Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

"Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

"Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

"Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

"Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

"Provide": Furnish and install, complete and ready for the intended use.

"Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

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.

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.

Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

Basis-of-Design Product: A product in which a specific manufacturer's product is named on the drawings or is accompanied by the words "basis-of-design product" in the specifications, including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

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

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

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

Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

System: An organized collection of parts, equipment, or subsystems united by regular interaction.

Subsystem: A portion of a system with characteristics similar to a system.

Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

CODES AND STANDARDS

All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations. Where specific code requirements apply, they shall be included in the job, whether or not specifically shown or elsewhere specified.

Applicable codes and standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following adopted codes and standards.

Building Codes are enumerated on the Drawings.

CONFLICTING REQUIREMENTS

Conflicting requirements: If compliance with standards, codes, regulations, and specifications establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

SPECIFICATION AND DRAWING CONVENTIONS

Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

Specification requirements are to be performed by Contractor unless specifically stated otherwise.

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

Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

The fire suppression Drawings show the general arrangement of all piping, equipment and appurtenances and shall be followed as closely as actual building construction and the work of other trades will permit. The work shall conform to the requirements shown on all of the drawings. General and Structural Drawings shall take precedence over fire suppressions drawings. Because of the small scale of the fire suppression drawings, it is not possible to indicate all offsets, fittings, and accessories, which may be required. The Contractor shall investigate the structural and finish conditions affecting the work and shall arrange his work accordingly, providing such fittings, offsets, valves and accessories as may be required to meet such conditions.

COORDINATION WITH OCCUPANTS

Full Owner Occupancy: Owner will occupy site and building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and

facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

WORK RESTRICTIONS

Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

Notify Owner not less than seven days in advance of proposed utility interruptions.

Obtain Owner's written permission before proceeding with utility interruptions.

Any accidental disturbance of services as a result of this Contract will be immediately restored by the Contractor at no additional cost to the Owner.

Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

Notify Owner not less than two days in advance of proposed disruptive operations.

Obtain Owner's written permission before proceeding with disruptive operations.

FEES. PERMITS, AND INSPECTIONS

All required fees, permits and inspections of all kind shall be obtained and paid for by the Contractor under the section of the specifications for which they are required.

Certificate of Final Inspection: Under each applicable section of the specifications, the Contractor shall, upon completion of the work under that section, furnish a certificate of final inspection to the Engineer from the inspection department having jurisdiction.

SUBMITTAL SCHEDULE

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

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

Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

Submit revised submittal schedule to reflect changes in current status and timing for submittals.

Format: Arrange the following information in a tabular format:

Specification Section number and title.

Submittal category: Action; informational.

Name of subcontractor.

Description of the Work covered.

Scheduled date for Engineer's final release or approval.

SUBMITTAL ADMINISTRATIVE REQUIREMENTS

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

Submit submittals to Engineer.

Engineer will return annotated file.

Digital Data Files:

Electronic digital data files of the Project drawings may be provided by Engineer for Contractor's use in preparing submittals.

Electronic digital data files supplied for use in submittal preparation will be subject to terms and conditions of the Engineer's Release Form. A signed release form and any payment required must be returned to the Engineer prior to the transmission of an electronic digital data files.

Electronic digital data file formats may include AutoCAD drawings, Revit converted to AutoCAD drawings or Revit Model.

Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

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.

Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer'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.

Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

Resubmittal Review: Allow 14 days for review of each resubmittal.

Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

Name file with submittal number or other unique identifier, including revision identifier.

File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.

Transmittal Form for Electronic Submittals: Use electronic form containing the following information:

Project name.

Date.

Name and address of Engineer.

Name of Construction Manager.

Name of Contractor.

Name of firm or entity that prepared submittal.

Names of subcontractor, manufacturer, and supplier.

Category and type of submittal.

Submittal purpose and description.
Specification Section number and title.
Specification paragraph number or drawing designation and generic name for each of multiple items.
Drawing number and detail references, as appropriate.
Location(s) where product is to be installed, as appropriate.
Related physical samples submitted directly.
Indication of full or partial submittal.
Transmittal number.
Submittal and transmittal distribution record.
Other necessary identification.
Remarks.

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

Project name.
Number and title of appropriate Specification Section.
Manufacturer name.
Product name.

Options: Identify options requiring selection by Engineer.

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

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

Note date and content of previous submittal.
Note date and content of revision in label or title block and clearly indicate extent of revision.
Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

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.

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

Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
Engineer’s Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 14 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.

QUALITY ASSURANCE

Products:

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

PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

Delivery and Handling:

Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

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.

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.

Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

Storage:

Store products to allow for inspection and measurement of quantity or counting of units.

Store materials in a manner that will not endanger Project structure.

Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation or moisture damage.

Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

Protect stored products from damage and liquids from freezing.

Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

PRODUCT WARRANTIES

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.

Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.

See other Sections for specific content requirements and particular requirements for submitting special warranties.

Submit warranties in accordance with “Closeout Procedures.”

FIELD CONDITIONS

The Contractor shall visit the site of the building before submitting a proposal on this work, and shall thoroughly familiarize himself with the existing conditions and operations. Failure on his part to do this will not be cause of extras after the contract is signed, by reason of unforeseen conditions.

WARRANTY

The Contractor shall, after completion of the original test of the installation, and acceptance by the Engineer, provide any service incidental to the proper performance of the plumbing, air conditioning, ventilating, heating and control systems under guarantees outlined above for a period of 1 full year after acceptance by the Engineer and Owner. Regardless of anything to the contrary in warranties by the equipment manufacturer involved, the Contractor's warranty shall run for 1 full year after final acceptance by the Engineer.

SUBMITTAL PROCEDURES

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

Submit electronic submittals to Engineer.

Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.

Mark each copy of each submittal to show which products and options are applicable.

Include the following information, as applicable:

Manufacturer's catalog cuts.
Manufacturer's product specifications.
Standard color charts.
Statement of compliance with specified referenced standards.
Testing by recognized testing agency.
Application of testing agency labels and seals.
Notation of coordination requirements.
Availability and delivery time information.

For equipment, include the following in addition to the above, as applicable:

Wiring diagrams showing factory-installed wiring.
Printed performance curves.
Operational range diagrams.
Clearances required to other construction, if not indicated on accompanying Shop Drawings.

Shop Drawings: Prepare Project-specific information, drawn accurately to scale and sufficiently large to show all pertinent features of the item, method of connections, and notations clearly legible. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Engineer's digital data drawing files is otherwise permitted.

Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

Identification of products.
Schedules.
Compliance with specified standards.
Notation of coordination requirements.
Notation of dimensions established by field measurement.
Relationship and attachment to adjoining construction clearly indicated.

Seal and signature of professional engineer if specified.

Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.

Manufacturer and product name, and model number if applicable.

Number and name of room or space.

Location within room or space.

Coordination Drawing Submittals: Comply with requirements specified in Division 01.

Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01.

Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01.

Maintenance Data: Comply with requirements specified in Division 01.

Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.

Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

PRODUCT SELECTION PROCEDURES

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

Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

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.

Were two or more units of materials or equipment of the same type or class are required, these units shall be products of one manufacturer.

Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

Where products are accompanied by the term "as selected," Engineer will make selection.

Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

Products containing asbestos shall not be used.

Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

Product Selection Procedures:

Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

Products:

Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience shall be considered.

Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

Manufacturers:

Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience shall be considered]

Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

Visual Selection Specification: Where Specifications include the phrase "as selected by Engineer" or similar phrase, select a product that complies with requirements. Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

COMPARABLE PRODUCTS

Conditions for Consideration: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:

Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

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.

Evidence that proposed product provides specified warranty.

List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

Contractor is responsible for any modification required by products other than the basis of design product at no additional cost to the owner including but not limited to modifications to supports and connections,

EQUIPMENT AND MATERIALS:

All materials shall be new and shall bear the manufacturer's name, trade name and the UL label in every case where a standard has been established for the particular material. The equipment to be furnished under each section of the specification shall be essentially the standard product of a manufacturer regularly engaged in the production of the required type of equipment, and shall be the manufacturer's latest approved design.

When 2 or more units of materials or equipment of the same type or class are required, these units shall be products of 1 manufacturer. Equipment and materials of the same general type shall be of the same make throughout the work to provide uniform appearance, operation and maintenance. Manufacturers of equipment assemblies, which use components made by others, assume complete responsibility for the final assembled product.

Nameplate bearing manufacturer's name or identifiable trademark shall be securely affixed in a conspicuous place on equipment, or name or trademark cast integrally with equipment, stamped or otherwise permanently marked on each item of equipment.

Asbestos products or equipment or materials containing asbestos shall not be used.

Equipment and materials shall be delivered to the site and stored in the original containers, suitably sheltered from the elements. Items subject to moisture damage (such as controls) shall be stored in dry, heated spaces.

Equipment shall be tightly covered and protected against dirt, water, and chemical or mechanical injury and theft. At the completion of the work, fixtures, equipment, and materials shall be cleaned and polished thoroughly. Damage or defects developing before acceptance of the work shall be made good at the Contractor's expense.

It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. The Contractor shall make necessary field measurements to ascertain space requirements, including those for connections, and shall furnish and install such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

Manufacturer's directions shall be followed completely in the delivery, storage, protection, and installation of all equipment and materials. Should the Contractor perform any work that does not comply with the manufacturer's directions, he shall bear all costs arising in correcting the deficiencies.

EQUIPMENT ACCESSORIES:

The Contractor shall furnish and install all equipment, accessories, connections, and incidental items necessary to fully complete the work, ready for use, occupancy and operation by the Owner, whether or not specifically shown on the plans or herein specified.

Connections: All final connections to equipment shall be installed as required by the manufacturer and/or Vendor.

Connections Different From Those Shown: Where equipment requiring different arrangements or connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly with the intent of the drawings and specifications. When directed, the Contractor shall submit drawings showing the proposed installation. If the proposed installation is approved, the Contractor shall make all incidental changes. The Contractor shall provide any additional equipment required for the proper operation of the system resulting from the selection of equipment, including all required changes in affected trades. The Contractor shall be responsible for the proper location of roughing in and connections by other trades. All changes shall be made at no increase in the contract amount or additional cost to the other trades.

CONTRACTOR'S SUBMITTAL REVIEW

Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

ENGINEER'S SUBMITTAL ACTION

Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to the appropriate party.

Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

Submittals not required by the Contract Documents may be returned by the Engineer without action.

SALVAGING DEMOLITION WASTE

Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:

Clean salvaged items.
Store items in a secure area until installation.
Protect items from damage during transport and storage.
Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:

Clean salvaged items.
Store items in a secure area until delivery to Owner.
Transport items to Owner's storage area designated by Owner.
Protect items from damage during transport and storage.

Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.

Plumbing Fixtures: Separate by type and size.

DISPOSAL OF WASTE

General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
Disposal: Remove waste materials from Owner's property and legally dispose of them

RECORD DRAWING RECORDING AND MAINTENANCE

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.

COORDINATION OF WORK

The Contractor shall compare the fire suppression Drawings and Specifications with the drawings and specifications for other trades and shall report any discrepancies between them

to the Engineer and obtain written instructions for changes necessary in the fire suppression work. The fire suppressions work shall be installed in cooperation with other trades installing related work. Before installation, the Contractor shall make proper provision to avoid interferences. All changes required in the work of the Contractor caused by a failure to coordinate the work with other trades shall be made by the Contractor at his own expense.

Anchor bolts, sleeves, inserts and supports that may be required for the fire suppression work shall be furnished under the same section of the specifications as the respective items to be supported, and they shall be installed, except as otherwise specified, by the trade furnishing and installing the material in which they are to be located. Location of anchor bolts, sleeves, inserts and supports shall be directed by the trade requiring them, which trade shall also insure that they are properly installed. Any expense resulting from the improper location or installation of anchor bolts, sleeves, inserts and supports shall be paid for by the Contractor under the section of the specifications for the trade with the responsibility for directing their proper location.

Slots, chases, openings and recesses through floors, walls, ceilings and roofs as specified will be provided by the various trades in their respective materials, but the trade requiring them shall see that they are properly located, and shall do any cutting and patching caused by the neglect to do so. Slots, chases, openings and recesses in existing structure shall be cut by the trade requiring them and patched and repaired by that trade.

Locations of pipes and equipment, etc. shall be adjusted to accommodate the work and to avoid interferences anticipated and encountered. The Contractor shall determine the exact route and location of each pipe prior to fabrication. NOTE: All new fire protection piping is required to be installed above the ceiling, under no circumstances shall fire protection piping be exposed.

Right-of-Way: Lines which pitch shall have the right of way over those which do not pitch. For example: plumbing drains shall normally have right of way. Lines whose elevations cannot be changed shall have the right of way over lines whose elevations can be changed.

Offsets, transitions and changes in direction in pipes and ducts shall be made as required to maintain proper head room and pitch of sloping lines whether or not indicated on the drawings. The Contractor shall furnish and install all drains, etc., as required to effect these offsets, transitions and changes in direction.

Installation and Arrangement: The Contractor shall install all fire suppression work to permit removal (without damage to other parts) of belt guards, sheaves and drives, and all other parts requiring periodic replacement or maintenance. The Contractor shall arrange pipes and equipment to permit ready access to valves, cocks, control components and to clear the openings of swinging and overhead doors and of access panels.

Access: The Contractor shall provide all necessary access panels in walls, ceilings, equipment, ducts, etc., as required for inspection of interiors and for proper maintenance and or installation of equipment valves and dampers. Where changes from the plans are made by the Contractor in the installation of his work, he shall provide any and all access panels required as a result of these changes.

Connections Different From Those Shown: Where equipment requiring different arrangement or connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly with the intent of the drawings and specifications. When directed, the Contractor shall submit drawings showing the proposed installation. If the proposed installation is approved, the Contractor shall make all incidental changes in piping, supports, etc. The Contractor shall provide any additional valves, fittings, and other additional equipment required for the proper operation of the system resulting from the selection of equipment, including all required changes in affected trades. The Contractor shall be responsible for the proper location of roughing in and connections by other trades. All changes shall be made at no increase in the contract amount or additional cost to the other trades.

Connections: All piping connecting to equipment shall be installed without strain at the piping connection

Inaccessible Equipment

Where the Engineer or Owner determines that the Contractor has installed equipment not conveniently accessible for operation and maintenance, equipment shall be removed and reinstalled or remedial action (such as providing access panels) performed as directed at no additional cost to the Owner.

The term "conveniently accessible" is defined as capable of being reached without the use of ladders, or without climbing or crawling under or over obstacles such as motors, fans, pumps, belt guards, transformers, high voltage lines, piping, and ductwork.

Electrical Coordination

Power: All power and motor wiring shall be performed under Division 26 unless otherwise noted for specific items. Control and interlock wiring shall be done by the Contractor of this Division.

Starters and Drives: All motor starters and drives unless included in other sections of the specifications shall be by Division 26. Furnish auxiliary contacts on magnetic starters to permit interlocking of starting circuits.

Disconnects: All equipment furnished under this Division required to have a means of disconnect shall be supplied with a disconnect or a disconnect shall be furnished and installed by Division 26. The Contractor shall coordinate between this Division 21 and Division 26 to ensure that all disconnects required for the Project are furnished and installed.

The Contractor of this Division shall furnish and install any low voltage relays, pressure switches, thermostats and similar items required for the proper operation of the HVAC equipment.

Dedicated Electrical Space: The space equal to the width and depth of the equipment and extending from the floor to a height of 6 feet above the equipment or to the structural ceiling, whichever is lower, shall be dedicated to the electrical installation. No piping, ducts, leak protection apparatus, or other equipment foreign to the electrical installation shall be located in this zone. The area above the dedicated space shall be permitted to contain foreign systems, provided protection is installed to avoid damage to the electrical equipment from condensation, leaks or breaks in foreign systems. Every effort shall be made to eliminate foreign systems above equipment to the structural ceiling. If this is not possible, the Contractor shall encase any pipe in a second pipe with a minimum number of joints. Provide 18 gauge (minimum) galvanized, 4 inch (minimum) deep drain pans under piping and ductwork located or passing over electrical equipment. Pipe 1” drain from pan to nearest floor drain. Drain pan shall be adequately supported and constructed to hold 4 inches of water without collapse.

Lubrication: The Contractor shall be held responsible for all damage to bearings while the equipment is being operated up to the date of acceptance of the equipment. The Contractor shall be required to protect all bearings during installation and shall thoroughly grease steel shafts to prevent corrosion. All motors and other equipment shall be provided with covers as required for proper protection during construction. Pump shafts, motor shafts, etc. shall be coated to prevent deterioration in moist or wet atmospheres.

CUTTING AND PATCHING

Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

Under each section of the specifications, the Contractor shall be responsible for all required cutting, etc., incident to his work under that section, and shall make all satisfactory repairs, but in no case shall the Contractor cut into any major structural element, beam or column.

Each trade shall bear the expense of all cutting, patching, repairing or replacing of the work of other trades because of fault, error or tardiness or because of any damage done by own workmanship.

Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

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

Temporary Support: Provide temporary support of work to be cut.

Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements the “Occupant Coordination” article.

Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.

Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

Proceed with patching after construction operations requiring cutting are complete.

Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

Clean piping, conduit, and similar features before applying paint or other finishing materials.

Restore damaged pipe covering to its original condition.

Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint

coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

PAINTING

The Contractor shall remove all rust, oil and grease from exposed surfaces and clean all apparatus or materials specified to be painted under this section of the specifications. Contractor shall paint equipment, piping, etc., in accordance with Division 9. Equipment specified to have factory finishes shall be protected until completion of the Contract, with Contractor being responsible for maintaining finishes.

Apply paint to exposed piping according to the following, unless otherwise indicated:

Interior, Ferrous Piping: Use semi-gloss, acrylic-enamel finish. Include finish coat over enamel undercoat and primer.

Interior, Galvanized-Steel Piping: Use semi-gloss, acrylic-enamel finish. Include 2 finish coats over galvanized metal primer.

Interior, Ferrous Supports: Use semi-gloss, acrylic-enamel finish. Include finish coat over enamel undercoat and primer.

Exterior, Ferrous Piping: Use semi-gloss, acrylic-enamel finish. Include 2 finish coats over rust-inhibitive metal primer.

Exterior, Galvanized-Steel Piping: Use semi-gloss, acrylic-enamel finish. Include 2 finish coats over galvanized metal primer.

Exterior, Ferrous Supports: Use semi-gloss, acrylic-enamel finish. Include 2 finish coats over rust-inhibitive metal primer.

Do not paint piping specialties with factory-applied finish.

Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

Galvanized surfaces damaged during installation shall be repaired with a galvanized repair compound complying with Mil Spec DOD-P-21035B. Any equipment scratched, marred or damaged will be repainted to the original condition.

Section 210500 - Common Work Results for Fire Suppression

GENERAL REQUIREMENTS

Welding Materials and Procedures: Comply with ASME BPVC-IX.

Provide system pipes, fittings, sleeves, escutcheons, seals, and other related accessories.

ABOVE GROUND PIPING

Ductile Iron Pipe: AWWA C151/A21.51.

Fittings: AWWA C110/A21.10, standard thickness.

Joints: AWWA C111/A21.11, SBR or vulcanized styrene-butadiene rubber gasket.

PIPE HANGERS AND SUPPORTS

Hangers for Pipe Sizes 1/2 to 1-1/2 inch (15 to 40 mm): Malleable iron, adjustable swivel, split ring.

Section 210553 - Identification for Fire Suppression Piping and Equipment

IDENTIFICATION APPLICATIONS

Piping: Pipe markers.

Section 211100 - Facility Fire-Suppression Water-Service Piping

WATER PIPE

Ductile Iron Pipe: Listed, AWWA C104/A21.4:

Fittings: Ductile iron, standard thickness.

Joints: AWWA C111/A21.11, styrene-butadiene rubber (SBR) or vulcanized SBR gasket with rods.

Jackets: AWWA C105/A21.5 polyethylene jacket.

Section 211300 - Fire-Suppression Sprinkler Systems

SPRINKLER SYSTEM

Sprinkler System: Provide coverage for building areas noted.

Occupancy: Light hazard; comply with NFPA 13.

Water Supply: Determine volume and pressure from water flow test data.

Storage Cabinet for Spare Sprinklers and Tools: Steel, located adjacent to alarm valve.

SPRINKLERS

Suspended Ceiling Type: Concealed pendant type with matching push on cover plate.

Response Type: Quick.

Coverage Type: Standard.

Division 22 - Plumbing

Section 220517 - Sleeves and Sleeve Seals for Plumbing Piping

PIPE-SLEEVE SEALS

Pipe Sleeve Material:

Wall Sleeve: PVC material with waterstop collar, and nailer end-caps.

Section 220523 - General-Duty Valves for Plumbing Piping

APPLICATIONS

See drawings for specific valve locations.

Provide the following valves for the applications if not indicated on drawings:

Domestic, Hot and Cold Water Valves:

2 inch (50 mm, DN) and Smaller:

Ball: One piece, full port, brass with brass trim.

GENERAL REQUIREMENTS

Valve Pressure and Temperature Ratings: No less than rating indicated; as required for system pressures and temperatures.

Valve Sizes: Match upstream piping unless otherwise indicated.

Valve Actuator Types:

Valve-End Connections:

Threaded End Valves: ASME B1.20.1.

Flanges on Iron Valves: ASME B16.1 for flanges on iron valves.

General ASME Compliance:

Solder-joint Connections: ASME B16.18.

Potable Water Use:

Certified: Approved for use in compliance with NSF 61 and NSF 372.

Lead-Free Certified: Wetted surface material includes less than 0.25 percent lead content.

BRASS, BALL VALVES

BRONZE, BALL VALVES

General:

Fabricate from dezincification resistant material.

Copper alloys containing more than 15 percent zinc are not permitted.

Two Piece, Full Port with Bronze Trim:

Comply with MSS SP-110.

WSP Rating: 150 psi (1035 kPa).

WOG Rating: 600 psi (4140 kPa).

Body: Forged bronze or dezincified-brass alloy.

Section 220553 - Identification for Plumbing Piping and Equipment

PLUMBING COMPONENT IDENTIFICATION GUIDELINE

Pipe Markers: 3/4 inch (20 mm) diameter and higher.

Section 220719 - Plumbing Piping Insulation

REGULATORY REQUIREMENTS

Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

GLASS FIBER INSULATION

Insulation: ASTM C547 and ASTM C795; rigid, preformed pipe insulation, noncombustible.

Section 221005 - Plumbing Piping

GENERAL REQUIREMENTS

Potable Water Supply Systems: Provide piping, pipe fittings, solder, and flux (if used), complying with NSF 61 and NSF 372; label pipe and fittings.

SANITARY WASTE PIPING, ABOVE GRADE

Cast Iron Pipe: ASTM A74, service weight.

PVC Pipe: ASTM D2665.

DOMESTIC WATER PIPING, ABOVE GRADE

Copper Pipe: ASTM B88 (ASTM B88M), Type L (Type B), drawn temper.

PIPE FLANGES, UNIONS, AND COUPLINGS

Unions for Pipe Sizes 3 inch (80 mm, DN) and Under:

Flanges for Pipe Sizes Over 1 inch (25 mm, DN):

Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

PIPE HANGERS AND SUPPORTS

Provide hangers and supports that comply with MSS SP-58.

Trapeze Hangers: Welded steel channel frames attached to structure.

Vertical Pipe Support: Steel riser clamp.

BALL VALVES

Construction, 4 inch (100 mm, DN) and Smaller: MSS SP-110, Class 150, 400 psi (2760 kPa) CWP, bronze or ductile iron body, 304 stainless steel or chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, threaded or grooved ends with union.

INSTALLATION

Install water piping to ASME B31.9.

Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.

PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.

Pipe Hangers and Supports:

Install in accordance with ASME B31.9.

DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

Disinfect water distribution system in accordance with Section 330110.58.

Section 221006 - Plumbing Piping Specialties

DRAINS

Floor Drain (FD-1):

ASME A112.6.3; galvanized cast iron or stainless steel, two piece body with double drainage flange, weep holes, reversible clamping collar, and round, adjustable nickel-bronze strainer.

CLEANOUTS

Cleanouts at Interior Finished Wall Areas (CO-4):

MIXING VALVES

Thermostatic Mixing Valves:

Valve: Chrome-plated cast brass body, stainless steel or copper alloy bellows, integral temperature adjustment.

Cabinet: 16 gauge, 0.0598 inch (1.52 mm) prime-coated steel, for recessed mounting with keyed lock.

FLOOR DRAIN TRAP SEALS

Description: Push-fit EPDM or silicone fitting with a one-way membrane.

Section 221119.13 - Thermostatic Master Mixing Valves - Holby

GENERAL REQUIREMENTS

Mixing Valves: Provide products complying with NSF 61 and NSF 372.

THERMOSTATIC MASTER MIXING VALVES

Valve: ASSE 1017, bronze body, with thermostatic element, temperature adjustment screw, and mixing chamber.

Thermostatic Element: Extended-length, copper-bellows type, suspended in alcohol solution, and cased in copper housing.

Adjustable Mixed Water Temperature Range: 120 to 200 degrees F (50 to 93 degrees C).

Mixing Chamber: Located at valve outlet; constructed with internal angled vanes to promote mixing of hot and cold water.

Maximum Working Pressure: 125 psi (8.6 bar).

Factory Test Pressure: 300 psi (20.7 bar).

Section 224000 - Plumbing Fixtures

GENERAL REQUIREMENTS

Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

SINKS

Accessories: Provide braided water supply lines, slip-joint p-trap, and stainless steel basket strainer.

Section 226005 - Medical Air, Gas, and Vacuum Systems

OUTLETS

Outlet Units:

CGA V-5 Diameter-Index Safety System (DISS) non-interchangeable connectors, automatic valves, secondary check valves (except vacuum and evacuation outlets), and capped 3/8 inch (8 mm) tubing stubs for supply connections, color coded and labeled for intended service.

Faceplates:

Flush Outlets: Mount in galvanized steel boxes with stainless steel faceplate with polycarbonate cover, color coded with embossed labeling.

Division 23 - Heating, Ventilating, and Air-Conditioning (HVAC)

Section 233100 - HVAC Ducts and Casings

GENERAL REQUIREMENTS

Provide ductwork, fittings, hangers, supports, and appurtenances in accordance with NFPA 90A and SMACNA (DCS) guidelines unless stated otherwise.

Provide metal duct unless otherwise indicated. Fibrous glass duct can be substituted at the Contractor's option.

Duct Shape and Material in accordance with Allowed Static Pressure Range:

Round: Plus or minus 4 in-wc (995 Pa) of galvanized steel.
Rectangular: Plus or minus 4 in-wc (995 Pa) of galvanized steel.
Flat Oval: Plus 4 in-wc (1.0 kPa) of galvanized steel.
Flexible Duct (Fabric and wire): Plus or minus 10 in-wc (2.5 Pa);

Duct Sealing and Leakage in accordance with Static Pressure Class:

Duct Pressure Class and Material for Common Mechanical Ventilation Applications:

Supply Air: 1/2 in-wc (125 Pa) pressure class, galvanized steel.
Outside Air Intake: 1/2 in-wc (125 Pa) pressure class, galvanized steel.
Return and Relief Air: 1/2 in-wc (125 Pa) pressure class, galvanized steel.
General Exhaust Air: 1/2 in-wc (125 Pa) pressure class, galvanized steel.

Duct Fabrication Requirements:

METAL DUCTS

Material Requirements:

Galvanized Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.

Rectangular Metal Duct:

Rectangular Double Wall Insulated: Rectangular spiral lock seam duct with galvanized steel outer wall, perforated galvanized steel inner wall; fitting with the solid inner wall.

Flat-Oval Metal Ducts:

Flat-Oval Single Wall Duct: Machine made from a round spiral lock seam duct.

FLEXIBLE DUCTS

Flexible Ducts: UL 181, Class 1, polyethylene film, mechanically fastened and rolled using galvanized steel to form spiral helix.

Insulation: R6 insulation with polyethylene vapor barrier film.

AIR PLENUMS AND CASINGS

Fabricate in accordance with SMACNA (DCS) for indicated operating pressures indicated.

Minimum Fabrication Requirements:

Provide 16-gauge, 0.059-inch (1.52 mm) sheet steel back facing and 22-gauge, 0.029-inch (0.76 mm) perforated sheet steel front facing with 3/32 inch (2.4 mm) diameter holes on 5/32 inch (4 mm) centers.

Construct panels 3 inches (75 mm) thick, packed with 4.5 pcf (72 kg/cu m) minimum glass fiber insulation media, on inverted channel of 16-gauge, 0.059-inch (1.52 mm) sheet steel.

Section 233700 - Air Outlets and Inlets

RECTANGULAR CEILING DIFFUSERS

Type: Provide rectangular and square formed adjustable, backpan stamped, core removable, and multi-louvered ceiling diffusers constructed to maintain 360 degree and four way discharge air pattern with sectorizing baffles where indicated.

PERFORATED FACE CEILING DIFFUSERS

Type: Perforated face with fully adjustable pattern and removable face.

CEILING EXHAUST AND RETURN REGISTERS/GRILLES

Type: Streamlined blades, 3/4 inch (19 mm) minimum depth, 3/4 inch (19 mm) maximum spacing, with blades set at 45 degrees, vertical face.

CEILING EGG CRATE EXHAUST AND RETURN GRILLES

Type: Egg crate style face consisting of 1/2 by 1/2 by 1/2 inch (13 by 13 by 13 mm) grid core.

Division 26 - Electrical

Section 260505 - Selective Demolition for Electrical

MATERIALS AND EQUIPMENT

Materials and equipment for patching and extending work: As specified in individual sections.

Section 260519 - Low-Voltage Electrical Power Conductors and Cables

CONDUCTOR AND CABLE APPLICATIONS

Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

CONDUCTOR AND CABLE GENERAL REQUIREMENTS

Provide products that comply with requirements of NFPA 70.

Provide products listed, classified, and labeled as suitable for the purpose intended.

Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

Comply with NEMA WC 70.

Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

Conductor Material:

Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.

Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.

Tinned Copper Conductors: Comply with ASTM B33.

Minimum Conductor Size:

Branch Circuits: 12 AWG.

Exceptions:

20 A, 120 V circuits longer than 75 feet (23 m): 10 AWG, for voltage drop.

20 A, 120 V circuits longer than 150 feet (46 m): 8 AWG, for voltage drop.

SINGLE CONDUCTOR BUILDING WIRE

Description: Single conductor insulated wire.

Insulation Voltage Rating: 600 V.

Insulation:

Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

VARIABLE-FREQUENCY DRIVE CABLE

Description: Flexible motor supply cable listed and labeled as complying with UL 2277 in accordance with NFPA 79; specifically designed for use with variable frequency drives and associated nonlinear power distortions.

Insulation Voltage Rating: 1000 V.

Insulation: Use only thermoset insulation types; thermoplastic insulation types are not permitted.

Grounding: Full-size integral equipment grounding conductor or symmetrical arrangement of multiple conductors of equivalent size.

Provide metallic shielding.

Jacket: PVC or Chlorinated Polyethylene (CPE).

WIRING CONNECTORS

Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

Wiring Connectors for Splices and Taps:

Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.

Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.

Wiring Connectors for Terminations:

Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.

Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.

Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F (105 degrees C) for standard applications and 302 degrees F (150 degrees C) for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.

Mechanical Connectors: Provide bolted type or set-screw type.

Compression Connectors: Provide circumferential type or hex type crimp configuration.

ACCESSORIES

Electrical Tape:

Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F (105 degrees C).

Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).

Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil (0.76 mm); suitable for continuous temperature environment up to 194 degrees F (90 degrees C) and short-term 266 degrees F (130 degrees C) overload service.

Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil (3.2 mm); suitable for continuous temperature environment up to 176 degrees F (80 degrees C).

Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil (2.3 mm).

Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.

Wire Pulling Lubricant:

Listed and labeled as complying with UL 267.

Cable Ties: Material and tensile strength rating suitable for application.

Section 260526 - Grounding and Bonding for Electrical Systems

GROUNDING AND BONDING REQUIREMENTS

Do not use products for applications other than as permitted by NFPA 70 and product listing.

Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

Bonding and Equipment Grounding:

Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.

Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.

Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.

Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.

Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

Provide bonding for interior metal air ducts.

GROUNDING AND BONDING COMPONENTS

General Requirements:

Provide products listed, classified, and labeled as suitable for the purpose intended.

Provide products listed and labeled as complying with UL 467 where applicable.

Conductors for Grounding and Bonding, in Addition to Requirements of Section 260526:

Use insulated copper conductors unless otherwise indicated.

Connectors for Grounding and Bonding:

Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.

Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

Section 260529 - Hangers and Supports for Electrical Systems

SUPPORT AND ATTACHMENT COMPONENTS

General Requirements:

Comply with the following. Where requirements differ, comply with most stringent.

NFPA 70.

Requirements of authorities having jurisdiction.

Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.

Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.

Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for load to be supported with minimum safety factor of 1.5. Include consideration for vibration, equipment operation, and shock loads where applicable.

Do not use products for applications other than as permitted by NFPA 70 and product listing.

Steel Components: Use corrosion-resistant materials suitable for environment where installed.

Zinc-Plated Steel: Electroplated in accordance with ASTM B633.

Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.

Conduit Straps: One-hole or two-hole type; steel.

Conduit Clamps: Bolted type unless otherwise indicated.

Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.

Metal Channel/Strut Framing Systems:

Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.

Comply with MFMA-4.

Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.

Anchors and Fasteners:

Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.

Concrete: Use expansion anchors or screw anchors.

Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.

Hollow Masonry: Use toggle bolts.

Hollow Stud Walls: Use toggle bolts.

Steel: Use beam clamps, machine bolts, or welded threaded studs.

Section 260533.13 - Conduit for Electrical Systems

CONDUIT APPLICATIONS

Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.

Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.

Concealed Within Hollow Stud Walls: Use galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), or stainless steel electrical metallic tubing (EMT).

Concealed Above Accessible Ceilings: Use stainless steel electrical metallic tubing (EMT).

Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit (RMC).

Exposed, Interior, Not Subject to Physical Damage: Use stainless steel electrical metallic tubing (EMT).

Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit (RMC).

Corrosive Locations Above Ground: Use PVC-coated galvanized steel rigid metal conduit (RMC).

Flexible Connections to Vibrating Equipment:

Dry Locations: Use flexible metal conduit (FMC).

Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit (LFMC).

CONDUIT - GENERAL REQUIREMENTS

Comply with NFPA 70.

Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling mandrel through them.

Provide conduit, fittings, supports, and accessories required for complete raceway system.

Provide products listed, classified, and labeled as suitable for purpose intended.

Minimum Conduit Size, Unless Otherwise Indicated:

Branch Circuits: 3/4-inch (21 mm) trade size.

Branch Circuit Homeruns: 3/4-inch (21 mm) trade size.

Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

Fittings:

Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.

Material: Use steel.

Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.

Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil, 0.040 inch (1.02 mm).

PVC-Coated Boxes and Fittings:

Nonhazardous Locations: Use boxes and fittings listed and labeled as complying with UL 514A, UL 514B, or UL 6.

Material: Use steel.

Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil, 0.040 inch (1.02 mm).

PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil, 0.015 inch (0.38 mm).

FLEXIBLE METAL CONDUIT (FMC)

Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.

Fittings:

Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

Material: Use steel.

LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

Fittings:

Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

Material: Use steel.

GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

Fittings:

Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

Material: Use steel.

Connectors and Couplings: Use compression/gland type.

ACCESSORIES

Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf (5.6 kN).

Section 260533.16 - Boxes for Electrical Systems

BOXES

General Requirements:

Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.

Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.

Provide products listed, classified, and labeled as suitable for the purpose intended.

Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

Provide grounding terminals within boxes where equipment grounding conductors terminate.

Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:

Use sheet-steel boxes for dry locations unless otherwise indicated or required.

Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.

Use suitable concrete type boxes where flush-mounted in concrete.

Use suitable masonry type boxes where flush-mounted in masonry walls.

Use raised covers suitable for the type of wall construction and device configuration where required.

Use shallow boxes where required by the type of wall construction.

Do not use "through-wall" boxes designed for access from both sides of wall.

Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.

Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.

Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.

Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.

Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):

Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E, or UL 508A.

Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):

Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

Section 260553 - Identification for Electrical Systems

IDENTIFICATION REQUIREMENTS

Existing Work: Unless specifically excluded, identify existing elements to remain whose designations are changed as part of the new work.

Identification for Equipment:

Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.

Panelboards:

Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.

For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.

Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 that are included in the scope of this project..

Panelboards.

Identification for Conductors and Cables:

Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

Identification for Raceways:

Use voltage markers to identify highest voltage present for accessible conduits at maximum intervals of 20 feet (6.1 m).

Use voltage markers, color-coded bands, or factory-painted conduits to identify systems other than normal power system for accessible conduits.

Identification for Boxes:

Use voltage markers to identify highest voltage present.

Identification for Devices:

Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.

IDENTIFICATION NAMEPLATES AND LABELS

Identification Nameplates:

Materials:

Indoor Clean, Dry Locations: Use plastic nameplates.

Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch (1.6 mm); engraved text.

Identification Labels:

Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.

Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

WIRE AND CABLE MARKERS

Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.

Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.

VOLTAGE MARKERS

Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.

Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

WARNING SIGNS AND LABELS

Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

Warning Signs:

Materials:

Indoor Dry, Clean Locations: Use factory pre-printed rigid aluminum, rigid plastic, or self-adhesive vinyl signs.

Warning Labels:

Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.

Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.

Section 262816.16 - Enclosed Switches

ENCLOSED SAFETY SWITCHES

Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.

Provide products listed, classified, and labeled as suitable for the purpose intended.

Conductor Terminations: Suitable for use with the conductors to be installed.

Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.

Enclosures: Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E.

Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.

Heavy Duty Switches:

Comply with NEMA BS 31047.

Conductor Terminations:

Provide mechanical lugs unless otherwise indicated.

Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

Section 265100 - Interior Lighting

LUMINAIRES

Provide products that comply with requirements of NFPA 70.

Provide products that are listed and labeled as complying with UL 1598, where applicable.

Provide products listed, classified, and labeled as suitable for the purpose intended.

Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.

Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.

Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.