

PROJECT MANUAL FOR:

**ALCONA HEALTH CENTER  
1209 US 23 N  
Alpena Services  
2023 New Clinic**

**ALPENA, MICHIGAN**  
Bob Page, Facilities Manager



**Owner's Representative:**



Bruce Dietz  
100 N. Ripley Street  
Alpena, MI 49707

[Brucedietz@hotmail.com](mailto:Brucedietz@hotmail.com)  
(989) 350-1099  
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Email  
Phone  
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**Date: March 20, 2023**



ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

## PROJECT DIRECTORY

OWNER: Alpena Citizens for Health, Inc.  
1035 W. Washington  
Alpena, MI 49707

Bob Page  
Facilities Manager

PROJECT  
LOCATION: Alpena Health Center  
1209 N. US 23 N.  
Alpena, MI 49707

DATE: March 20, 2023

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**Bidding Requirements, Contract Forms, and Conditions of Contract**

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END OF SECTION 00005

**Alcona Citizens for Health, Inc**  
**Request for Proposal**

**Alcona Citizen's for Health, Inc.** will receive sealed bid proposals for construction trade work from qualified contractors for new construction of the Alpena Services at 1209 US 23 N.

Sealed BIDS for the construction of a 6,400 sf medical clinic, including concrete and masonry, framing, exterior and interior finishes, plumbing, mechanical, electrical trades, casework, site work, and asphalt paving will be received by Alcona Citizen's for Health, Inc. attn: Bob Page, 1035 W. Washington Ave., Alpena, Michigan, until 1:00 PM, (Eastern Standard Time) April 3, 2023, and opened privately. All bids received after 1:00 PM will be returned to the Bidder unopened. The Owner, in addition to its other rights, reserves the right to reject any or all proposals, accept a bid other than the low bid, and to waive informalities, irregularities, and/or errors in the bid proposals, which they feel are in their own best interest.

Alcona Citizen's for Health, Inc is tax-exempt. Tax-exempt information will be provided to the successful bidder.

There will not be a pre-bid conference.

Any questions regarding the bidding procedures, design and drawing/specification intent are to be directed to Bruce Dietz at [BruceDietz@hotmail.com](mailto:BruceDietz@hotmail.com). Bidders **SHOULD NOT** contact the Owner with questions, and no unsolicited site visits will be allowed. Requests by Contractors for inclusion as Bidders should be addressed to Bruce Dietz at [BruceDietz@hotmail.com](mailto:BruceDietz@hotmail.com).

The CONTRACT DOCUMENTS may be examined at the following locations: NONE

Electronic versions of the CONTRACT DOCUMENTS can be downloaded from [www.alconahealthcenters.org/bid-requests](http://www.alconahealthcenters.org/bid-requests).

The Project will utilize separate prime contractors. All contracts for construction will be direct contracts with the Owner. Overall administration of the Project will be the responsibility of the Construction Manager. The Owner will award contracts following the review of bids, to separate prime contractors for separate bid divisions or combinations of bid divisions. The bid divisions include but are not limited to:

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## **Bid Division: Sitework**

Provide all labor, materials, tools, and equipment necessary to perform the work of the specified bid sections. The contractor must also furnish, deliver, unload, store, protect, erect and install all items required for the satisfactory completion of the work of this Bid Division (as indicated on drawings and associated specifications) for all site work. Including but not limited to stripping new building site and installing sand fill for new finish grade, excavation for hot-mix asphalt paving; supply and install parking lot sub-grade, and final landscaping including plant allowance.

### **General Notes:**

1. There is no general contractor on this project. The respective trades assigned to that work by the Bid Division description(s) will perform any work referenced to general contractors.
2. All contractors are responsible for the entire set of plans and specifications, including tables, schedules, and notes.
3. Provide continuous housekeeping and clean-up, and proper legal off-site disposal of any debris generated by this Bid Division's work.
4. Any contractor who compounds a mistake by installing their product on another Contractor's obvious faulty work will assume responsibility for repair of said work.
5. Contractor is responsible for own dumpster(s) and all removal and disposal charges thereof. (The Owner's dumpsters are not to be used.)
6. Furnish, deliver, unload, store, protect, erect and install all labor, material and equipment required to perform the work in this Bid Division.
7. Submit all insurance's, unit pricing, schedule of values, required product data and shop drawings (if required) within two (2) weeks of the Owner's Notice to Commence Work.
8. Coordinate with all other Bid Divisions.
9. Provide all required layout.
10. Coordinate delivery of materials with Construction Manager (48 hours) prior to unloading.
11. The ability to begin as soon as areas of work become available.
12. **All contractors are required to inspect the existing project components and are to include all work necessary to complete a full operational system in compliance with all governing codes.**

### **Project Specific Notes:**

1. Stripping topsoil at proposed building site and supply and install sand fill to proposed grade.
2. Excavation for parking lot addition. Existing soils will be undisturbed soils or clean fill sand with minimum compaction of 95% maximum dry density.
3. Supply and install 6" minimum rolled depth topsoil, grass seed and mulch.
4. Parking area sub-grade installation and grading.
5. Hot-mix asphalt paving.
6. Parking lot striping.
7. Removal of excess spoils generated by this bid division from site.
8. Provide dewatering as needed to perform any work for this Bid Division.
9. This Contractor is responsible for compaction at the parking lot addition.
10. Layout of their work.
11. Contractor is responsible for clean-up and daily removal of pallets from the work area.
12. Contractor is to include a \$3,000.00 allowance for shrubbery and installation labor.

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**Excludes:**

1. Soil compaction testing
2. Excavation and backfill for building foundation.

## **Bid Division: Concrete / Masonry**

Provide all labor, materials, tools, and equipment necessary to perform the work of the specified bid sections. The contractor must also furnish, deliver, unload, store, protect, erect and install all items required for the satisfactory completion of the work of this Bid Division (as indicated on drawings and associated specifications) for all concrete and masonry. Including but not limited to placement of concrete for slab and footings; masonry foundation; masonry veneer demolition and installation; under slab insulation and vapor barrier; excavation; backfill; slab preparation; and saw cutting of concrete slab.

### **General Notes:**

1. There is no general contractor on this project. The respective trades assigned to that work by the Bid Division description(s) will perform any work referenced to general contractors.
2. All contractors are responsible for the entire set of plans and specifications, including tables, schedules, and notes.
3. Provide continuous housekeeping and clean-up, and proper legal off-site disposal of any debris generated by this Bid Division's work.
4. Any contractor who compounds a mistake by installing their product on another Contractor's obvious faulty work will assume responsibility for repair of said work.
5. Contractor is responsible for own dumpster(s) and all removal and disposal charges thereof. (The Owner's dumpsters are not to be used.)
6. Furnish, deliver, unload, store, protect, erect and install all labor, material and equipment required to perform the work in this Bid Division.
7. Submit all insurance's, unit pricing, schedule of values, required product data and shop drawings (if required) within two (2) weeks of the Owner's Notice to Commence Work.
8. Coordinate with all other Bid Divisions.
9. Provide all required layout.
10. Coordinate delivery of materials with Construction Manager (48 hours) prior to unloading.
11. The ability to begin as soon as areas of work become available.
12. **All contractors are required to inspect the existing project components and are to include all work necessary to complete a full operational system in compliance with all governing codes.**

### **Project Specific Notes:**

1. Excavation for building foundation
2. Removal of excess spoils generated by this bid division from site.
3. Provide dewatering as needed to perform any work for this Bid Division.
4. No concrete is to be installed until verification of acceptable density testing of sub-grade. Any concrete installed without density verification of sub-grade will become the sole responsibility of the Contractor and may be required to be replaced at the Contractor's expense.
5. Mechanical and electrical housekeeping pads.
6. Under slab insulation.
7. Caulking exterior control joints.
8. Seal interior concrete slab that does not receive finish flooring.
9. Provide all required masonry sealants, caulking, wall flashing, weep holes, and rigid insulation.
10. Provide patching of all wall penetrations as required.
11. All toothing and patching required for all trades to this Project
12. Install all miscellaneous embedded items supplied by others (i.e. anchor bolts, inserts, etc.)
13. Coordination with electrician on the installation of an under floor raceway, boxes, grounding, etc.

14. Finish grade of all sand or other fill cushion under interior and exterior slabs on grade, walks, pads, or aprons.
15. Provide temporary weather protection as needed, including temporary enclosures, temporary heat and temporary heating fuel.
16. Dumpster slab and steel bollards.
17. This Contractor is responsible for compaction at footing bottoms.
18. All concrete slabs, walks, and pads must be finished to a levelness tolerance of a maximum 1/8" in ten (10) feet unless specifically stated otherwise by the Construction Documents.

**Excludes:**

1. Concrete Testing
2. Parking lot light pole bases.

## **Bid Division:      Rough-in and Exterior Finishes**

Provide all labor, materials, tools, and equipment necessary to perform the work of the specified bid sections. The contractor must also furnish, deliver, unload, store, protect, erect and install all items required for the satisfactory completion of the work of this Bid Division (as indicated on drawings and associated specifications) including but not limited to exterior rough carpentry, exterior windows; wood roof framing; roof decking; asphalt shingles; temporary and permanent bracing; exterior siding, soffit, fascia, and trim, aluminum entrance doors.

### **General Notes:**

1. There is no general contractor on this project. The respective trades assigned to that work by the Bid Division description(s) will perform any work referenced to general contractors.
2. All contractors are responsible for the entire set of plans and specifications, including tables, schedules, and notes.
3. Provide continuous housekeeping and clean-up, and proper legal off-site disposal of any debris generated by this Bid Division's work.
4. Any contractor who compounds a mistake by installing their product on another Contractor's obvious faulty work will assume responsibility for repair of said work.
5. Contractor is responsible for own dumpster(s) and all removal and disposal charges thereof. (The Owner's dumpsters are not to be used.)
6. Furnish, deliver, unload, store, protect, erect and install all labor, material and equipment required to perform the work in this Bid Division.
7. Submit all insurance's, unit pricing, schedule of values, required product data and shop drawings (if required) within two (2) weeks of the Owner's Notice to Commence Work.
8. Coordinate with all other Bid Divisions.
9. Provide all required layout.
10. Coordinate delivery of materials with Construction Manager (48 hours) prior to unloading.
11. The ability to begin as soon as areas of work become available.
12. **All contractors are required to inspect the existing project components and are to include all work necessary to complete a full operational system in compliance with all governing codes.**

### **Project Specific Notes:**

1. Exterior framed walls and sheathing.
2. Roof trusses, framing, sheathing.
3. All temporary and permanent bracing
4. Frame in eaves.
5. Exterior windows, aluminum doors and hardware
6. Air infiltration barrier
7. Soffit, fascia, and trim, vents, vent boots.
8. Provide, receive, store, protect, inventory, and install all described bid items.
9. Close cooperation with the Construction Manager to provide input to develop working schedules.
10. Provide for proper off-site disposal of all construction debris generated by the described work.

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**Excludes:**

1. Building permit.
2. Exterior wall insulation.
3. Interior metal stud walls.
4. Under slab insulation.
5. Project sign.

## **Bid Division: Interior Carpentry**

Provide all labor, materials, tools, and equipment necessary to perform the work of the specified bid sections. The contractor must also furnish, deliver, unload, store, protect, erect and install all items required for the satisfactory completion of the work of this Bid Division (as indicated on drawings and associated specifications) including but not limited to: interior metal stud framing; temporary and permanent bracing; suspended ceiling system; metal studs; sound insulation; gypsum board; hollow metal door frames; door slabs and hardware; and blocking as required.

### **General Notes:**

1. There is no general contractor on this project. The respective trades assigned to that work by the Bid Division description(s) will perform any work referenced to general contractors.
2. All contractors are responsible for the entire set of plans and specifications, including tables, schedules, and notes.
3. Provide continuous housekeeping and clean-up, and proper legal off-site disposal of any debris generated by this Bid Division's work.
4. Any contractor who compounds a mistake by installing their product on another Contractor's obvious faulty work will assume responsibility for repair of said work.
5. Contractor is responsible for own dumpster(s) and all removal and disposal charges thereof. (The Owner's dumpsters are not to be used.)
6. Furnish, deliver, unload, store, protect, erect and install all labor, material and equipment required to perform the work in this Bid Division.
7. Submit all insurance's, unit pricing, schedule of values, required product data and shop drawings (if required) within two (2) weeks of the Healthcare Provider's Notice to Commence Work.
8. Coordinate with all other Bid Divisions.
9. Provide all required layout.
10. Coordinate delivery of materials with Construction Manager (48 hours) prior to unloading.
11. The ability to begin as soon as areas of work become available.
12. **All contractors are required to inspect the existing project components and are to include all work necessary to complete a full operational system in compliance with all governing codes.**

### **Project Specific Notes:**

1. Temporary enclosures.
2. Wood nailers for drywall.
3. All interior metal stud work.
4. All hollow metal door frames, door slabs, and hollow metal door hardware.
5. All temporary and permanent bracing
6. Interior sound insulation.
7. Attic access panels
8. Install and finish all interior gypsum board.
9. All above grade vapor barriers.
10. Suspended acoustical ceilings.
11. Interior wood trim.
12. Fire extinguishers and cabinets
13. Restroom Accessories.
14. All required blocking for casework, toilet accessories, door bumpers, etc
15. Provide, receive, store, protect, inventory, and install all described bid items.
16. Close cooperation with the Construction Manager to provide input to develop working schedules.

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17. Provide for proper off-site disposal of all construction debris generated by the described work.
18. Barrier free building and restroom signage

**Excludes:**

1. Building envelope insulation.
2. Casework and countertops supply and installation
3. Building Permit



## **Bid Division: Insulation**

Provide all labor, materials, tools, and equipment necessary to perform the work of the specified bid sections. The contractor must also furnish, deliver, unload, store, protect, erect and install all items required for the satisfactory completion of the work of this Bid Division (as indicated on drawings and associated specifications) including but not limited to: Supplying and installing building envelope insulation.

### **General Notes:**

1. There is no general contractor on this project. The respective trades assigned to that work by the Bid Division description(s) will perform any work referenced to general contractors.
2. All contractors are responsible for the entire set of plans and specifications, including tables, schedules, and notes.
3. Provide continuous housekeeping and clean-up, and proper legal off-site disposal of any debris generated by this Bid Division's work.
4. Any contractor who compounds a mistake by installing their product on another Contractor's obvious faulty work will assume responsibility for repair of said work.
5. Contractor is responsible for own dumpster(s) and all removal and disposal charges thereof. (The Owner's dumpsters are not to be used.)
6. Furnish, deliver, unload, store, protect, erect and install all labor, material and equipment required to perform the work in this Bid Division.
7. Submit all insurance's, unit pricing, schedule of values, required product data and shop drawings (if required) within two (2) weeks of the Healthcare Provider's Notice to Commence Work.
8. Coordinate with all other Bid Divisions.
9. Provide all required layout.
10. Coordinate delivery of materials with Construction Manager (48 hours) prior to unloading.
11. The ability to begin as soon as areas of work become available.
- 12. All contractors are required to inspect the existing project components and are to include all work necessary to complete a full operational system in compliance with all governing codes.**

### **Project Specific Notes:**

1. Exterior wall insulation.
2. Attic insulation and rafter vents.

### **Excludes:**

1. Interior wall sound insulation.
2. Insulation below concrete slab.
3. Vapor barrier.

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## **Bid Division: Plumbing and Mechanical**

Provide all labor, materials, tools, and equipment necessary to perform the work of the specified bid sections. The contractor must also furnish, deliver, unload, store, protect, erect and install all items required for the satisfactory completion of the work of this Bid Division (as indicated on drawings and associated specifications) for all plumbing and mechanical work. Includes but not limited to gas service, installing domestic plumbing and fixtures and mechanical systems, and sidewalk snow melt system.

### **General Notes:**

1. There is no general contractor on this project. The respective trades assigned to that work by the Bid Division description(s) will perform any work referenced to general contractors.
2. All contractors are responsible for the entire set of plans and specifications, including tables, schedules, and notes.
3. Provide continuous housekeeping and clean-up, and proper legal off-site disposal of any debris generated by this Bid Division's work.
4. Any contractor who compounds a mistake by installing their product on another Contractor's obvious faulty work will assume responsibility for repair of said work.
5. Contractor is responsible for own dumpster(s) and all removal and disposal charges thereof. (The Owner's dumpsters are not to be used.)
6. Furnish, deliver, unload, store, protect, erect and install all labor, material and equipment required to perform the work in this Bid Division.
7. Submit all insurance's, unit pricing, schedule of values, required product data and shop drawings (if required) within two (2) weeks of the Owner's Notice to Commence Work.
8. Coordinate with all other Bid Divisions.
9. Provide all required layout.
10. Coordinate delivery of materials with Construction Manager (48 hours) prior to unloading.
11. The ability to begin as soon as areas of work become available.
12. **All contractors are required to inspect the existing project components and are to include all work necessary to complete a full operational system in compliance with all governing codes.**

### **Project Specific Notes:**

1. Provide all permits required.
2. Include an allowance for utility connections.
3. Provide all blocking required for plumbing fixtures.
4. All domestic plumbing.
5. All sanitary waste lines and vents.
6. Install all plumbing fixtures.
7. Include all material, labor and utility fees for connecting or relocating building utilities to distribution grid and existing building.
8. Perform all connections between site utilities and building.
9. All heating, air conditioning, and ventilation equipment and ductwork.
10. Maintain fire ratings of penetrated walls.
11. Remove spoils from site.
12. Provide all required layout to verify that no conflict occurs with other trades.
13. Provide cutting and patching as required for existing tie-ins.
14. Provide record and as-built drawings.
15. Provide temporary water as required.

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16. Balance heating and cooling system.
17. Start up with Owner's representative and Construction Manager present.
18. All final connections to any equipment or items provided by this Bid Division.

## **Bid Division: Electrical**

Provide all labor, materials, tools, and equipment necessary to perform the work of the specified bid sections. The contractor must also furnish, deliver, unload, store, protect, erect and install all items required for the satisfactory completion of the work of this Bid Division (as indicated on drawings and associated specifications) for all electrical work. Includes but not limited to electrical service, installing electrical wiring, lighting systems, communications, and data systems.

### **General Notes:**

1. There is no general contractor on this project. The respective trades assigned to that work by the Bid Division description(s) will perform any work referenced to general contractors.
2. All contractors are responsible for the entire set of plans and specifications, including tables, schedules, and notes.
3. Provide continuous housekeeping and clean-up, and proper legal off-site disposal of any debris generated by this Bid Division's work.
4. Any contractor who compounds a mistake by installing their product on another Contractor's obvious faulty work will assume responsibility for repair of said work.
5. Contractor is responsible for own dumpster(s) and all removal and disposal charges thereof. (The Owner's dumpsters are not to be used.)
6. Furnish, deliver, unload, store, protect, erect and install all labor, material and equipment required to perform the work in this Bid Division.
7. Submit all insurance's, unit pricing, schedule of values, required product data and shop drawings (if required) within two (2) weeks of the Owner's Notice to Commence Work.
8. Coordinate with all other Bid Divisions.
9. Provide all required layout.
10. Coordinate delivery of materials with Construction Manager (48 hours) prior to unloading.
11. The ability to begin as soon as areas of work become available.
- 12. All contractors are required to inspect the existing project components and are to include all work necessary to complete a full operational system in compliance with all governing codes.**

### **Project Specific Notes:**

1. Provide all permits required.
2. Include an allowance for underground utility connection.
3. Provide all blocking required for electrical fixtures/devices.
4. Include all material, labor and utility fees for connecting building utilities to distribution grid and existing building.
5. Perform all connections between site utilities and building, as required.
6. Exterior lighting, including poles and concrete base.
7. Maintain fire ratings of penetrated walls.
8. Remove spoils from site.
9. Provide all required layout to verify that no conflict occurs with other trades.
10. Provide record and as-built drawings.
11. Provide temporary electric and lighting as required. A minimum of 100 watts of temporary lighting per 250 SF of floor area.
12. Furnish and install all light and power fixtures.
13. Start up with Owner's representative and Construction Manager present.
14. All final connections to any equipment or items provided by this Bid Division.
15. Provide all data and communication wiring and terminations.

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## **Bid Division: Painting and Staining**

Provide all labor, materials, tools, and equipment necessary to perform the work of the specified bid sections. The contractor must also furnish, deliver, unload, store, protect, erect and install all items required for the satisfactory completion of the work of this Bid Division (as indicated on drawings and associated specifications) including but not limited to: Interior and exterior painting, staining, and caulking.

### **General Notes:**

1. There is no general contractor on this project. The respective trades assigned to that work by the Bid Division description(s) will perform any work referenced to general contractors.
2. All contractors are responsible for the entire set of plans and specifications, including tables, schedules, and notes.
3. Provide continuous housekeeping and clean-up, and proper legal off-site disposal of any debris generated by this Bid Division's work.
4. Any contractor who compounds a mistake by installing their product on another Contractor's obvious faulty work will assume responsibility for repair of said work.
5. Contractor is responsible for own dumpster(s) and all removal and disposal charges thereof. (The Owner's dumpsters are not to be used.)
6. Furnish, deliver, unload, store, protect, erect and install all labor, material and equipment required to perform the work in this Bid Division.
7. Submit all insurance's, unit pricing, schedule of values, required product data and shop drawings (if required) within two (2) weeks of the Healthcare Provider's Notice to Commence Work.
8. Coordinate with all other Bid Divisions.
9. Provide all required layout.
10. Coordinate delivery of materials with Construction Manager (48 hours) prior to unloading.
11. The ability to begin as soon as areas of work become available.
- 12. All contractors are required to inspect the existing project components and are to include all work necessary to complete a full operational system in compliance with all governing codes.**

### **Project Specific Notes:**

1. Paint all new hollow metal door frames.
2. Paint all new steel doors.
3. Paint or stain all new window interiors and trim.
4. Paint all exposed gypsum board in areas of work.
5. Caulk as required in areas of construction.

### **Excludes:**

1. Wood doors will be prefinished.

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## **Bid Division: Manufactured Casework**

Provide all labor, materials, tools, and equipment necessary to perform the work of the specified bid sections. The contractor must also furnish, deliver, unload, store, protect, erect and install all items required for the satisfactory completion of the work of this Bid Division (as indicated on drawings and associated specifications) including but not limited to: Supplying and installing manufactured casework and countertops.

### **General Notes:**

1. There is no general contractor on this project. The respective trades assigned to that work by the Bid Division description(s) will perform any work referenced to general contractors.
2. All contractors are responsible for the entire set of plans and specifications, including tables, schedules, and notes.
3. Provide continuous housekeeping and clean-up, and proper legal off-site disposal of any debris generated by this Bid Division's work.
4. Any contractor who compounds a mistake by installing their product on another Contractor's obvious faulty work will assume responsibility for repair of said work.
5. Contractor is responsible for own dumpster(s) and all removal and disposal charges thereof. (The Owner's dumpsters are not to be used.)
6. Furnish, deliver, unload, store, protect, erect and install all labor, material and equipment required to perform the work in this Bid Division.
7. Submit all insurance's, unit pricing, schedule of values, required product data and shop drawings (if required) within two (2) weeks of the Healthcare Provider's Notice to Commence Work.
8. Coordinate with all other Bid Divisions.
9. Provide all required layout.
10. Coordinate delivery of materials with Construction Manager (48 hours) prior to unloading.
11. The ability to begin as soon as areas of work become available.
- 12. All contractors are required to inspect the existing project components and are to include all work necessary to complete a full operational system in compliance with all governing codes.**

### **Project Specific Notes:**

1. All manufactured casework.
2. All countertops.
3. Field measure prior to manufacturing casework.

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## **Bid Division: Flooring**

Provide all labor, materials, tools, and equipment necessary to perform the work of the specified bid sections. The contractor must also furnish, deliver, unload, store, protect, erect and install all items required for the satisfactory completion of the work of this Bid Division (as indicated on drawings and associated specifications) including but not limited to: Supplying and installing finish flooring and base.

### **General Notes:**

1. There is no general contractor on this project. The respective trades assigned to that work by the Bid Division description(s) will perform any work referenced to general contractors.
2. All contractors are responsible for the entire set of plans and specifications, including tables, schedules, and notes.
3. Provide continuous housekeeping and clean-up, and proper legal off-site disposal of any debris generated by this Bid Division's work.
4. Any contractor who compounds a mistake by installing their product on another Contractor's obvious faulty work will assume responsibility for repair of said work.
5. Contractor is responsible for own dumpster(s) and all removal and disposal charges thereof. (The Owner's dumpsters are not to be used.)
6. Furnish, deliver, unload, store, protect, erect and install all labor, material and equipment required to perform the work in this Bid Division.
7. Submit all insurance's, unit pricing, schedule of values, required product data and shop drawings (if required) within two (2) weeks of the Healthcare Provider's Notice to Commence Work.
8. Coordinate with all other Bid Divisions.
9. Provide all required layout.
10. Coordinate delivery of materials with Construction Manager (48 hours) prior to unloading.
11. The ability to begin as soon as areas of work become available.
- 12. All contractors are required to inspect the existing project components and are to include all work necessary to complete a full operational system in compliance with all governing codes.**

### **Project Specific Notes:**

1. Floor prep for new flooring.
2. Supply and install carpet, vinyl, carpet mat, wall base in areas of work.
3. Provide installed Unit Pricing for each type of flooring.

### **Excludes:**

1. Sealing of concrete floors that do not receive finish flooring.

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March 20, 2023  
DATE

END OF SECTION 00010



# AIA® Document A701® – 2018

## Instructions to Bidders

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

Alcona Health Center, New Clinic  
1209 US 23 N  
Alpena, MI 49707

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

Alcona Citizens for Health, Inc.  
1035 W. Washington Ave  
Alpena, MI 49707

**THE DESIGNER:**  
(Name, legal status, address, and other information)

Red Stick Design  
10174 Buzzell Road  
Onaway, MI 49765

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### ADDITIONS AND DELETIONS:

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Designer, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

[www.alconahhealthcenters.org/bid-requests](http://www.alconahhealthcenters.org/bid-requests)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Designer assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Designer of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Designer at least seven days prior to the date for receipt of Bids.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

email [BruceDietz@hotmail.com](mailto:BruceDietz@hotmail.com) with requests for clarifications or interpretations

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

### § 3.3 Substitutions

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

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Designer at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Designer's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Designer approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

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

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

Addenda will be emailed to known Bidders

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

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

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

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

5% Bid Bond or certified check for bids over \$100,00.00

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



§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

Bids will be received by Alcona Citizen's for Health, Inc. attn: Bob Page, 1035 W. Washington Ave., Alpena, MI 49707

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Designer of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Designer, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

Bid security will be returned to the Bidder if the Bid is not in the three lowest bids received for the division

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

## **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

## **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

**§ 5.3.2** Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Designer, upon request and within the timeframe specified by the Designer, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

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

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Designer:

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

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

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

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

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

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

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

## § 7.2 Time of Delivery and Form of Bonds

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

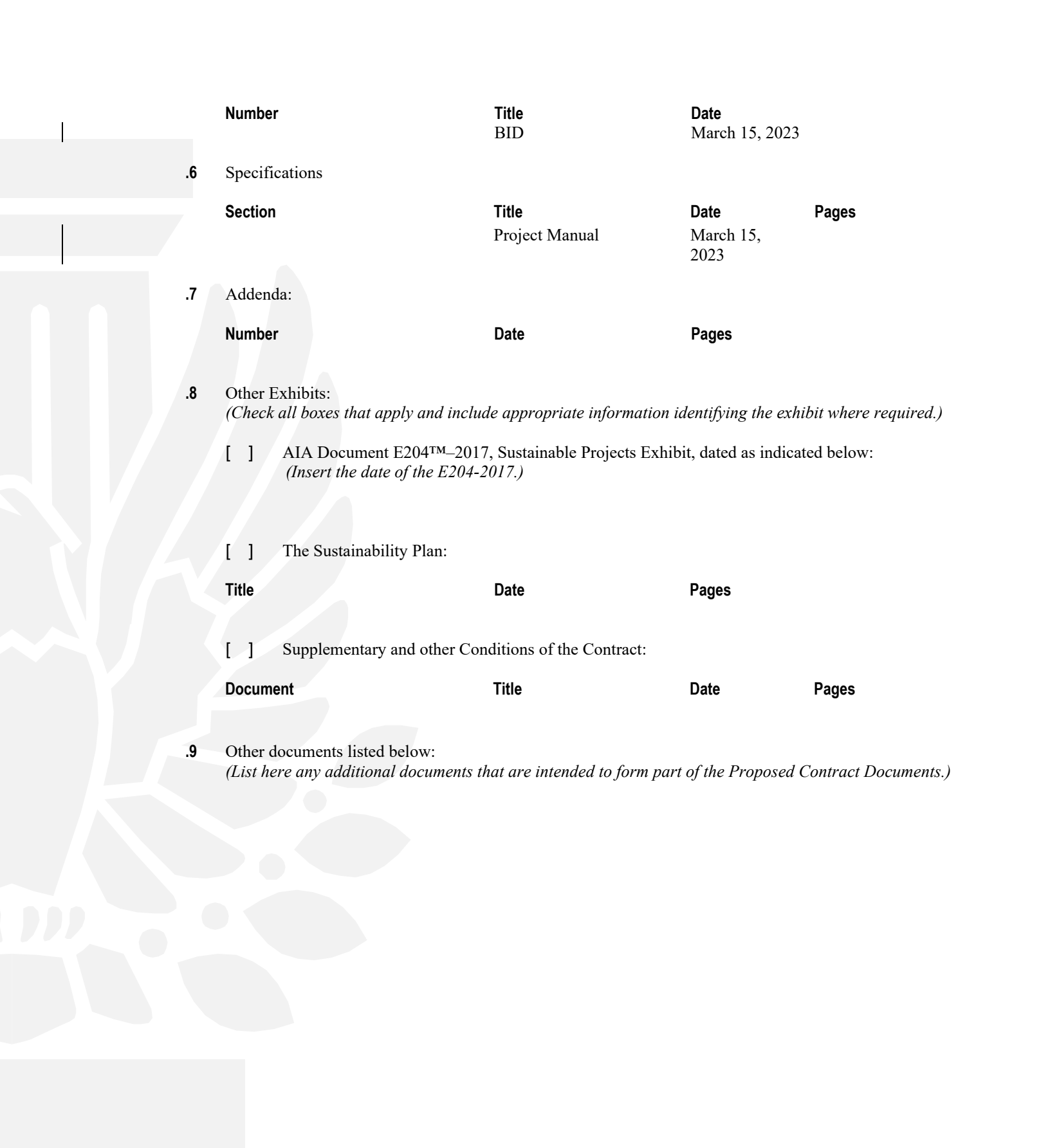
§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

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

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*  
  
As listed in the Project Manual
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013.)*  
  
N/A
- .5 Drawings



Number	Title	Date
	BID	March 15, 2023

**.6** Specifications

Section	Title	Date	Pages
	Project Manual	March 15, 2023	

**.7** Addenda:

Number	Date	Pages
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**.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.)*

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**.9** Other documents listed below:  
*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

SECTION 00105 – ATTACHMENT TO INSTRUCTIONS TO BIDDERS

ATTACHMENT TO AIA DOCUMENT A701-2018, *Instructions to Bidders*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Instructions to Bidders*," AIA Document A701-2018 Edition. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 2, BIDDER'S REPRESENTATIONS

2.1 Add the following subparagraph to paragraph 2.1:

2.1.7 This Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid, with any other Bidder or with any competitor.

ARTICLE 4, BIDDING PROCEDURES

4.1.1 Add the following sentence to subparagraph 4.1.1:

Only one copy of the Bid is to be submitted.

4.2.2 Delete Subparagraph 4.2.2 and substitute the following:

4.2.2 The Bid Bond shall be written on a form identical to that included in the Bidding Documents, and the attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a certified and current copy of the power of attorney.

4.2.3 Add the words "payment and performance" before the word "bonds"; and add the following to subparagraph 4.2.3:

As soon as the Bid prices have been compared, the Owner will return the Bid Bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the Bid Bonds of the two remaining unsuccessful Bidders will be returned.

4.2 Add the following subparagraph to paragraph 4.2:

4.2.5 If a Bidder refuses to execute the Agreement or obtain the Performance and Payment Bonds within the agreed time, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the Owner.

4.3 Add the following subparagraphs to paragraph 4.3:

4.3.6 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project, shall apply to the Contract throughout.

4.3.7 The Bidder agrees to abide by the requirements of Executive Order 11246, specifically including the provisions of the Equal Opportunity Clause and the Standard Federal Equal Employment Construction Contract Specifications set forth in the Supplementary Conditions.

4.3.8 The Bidder agrees to abide by the requirements of section 319 of Public Law 101-121, which pertains to lobbying activities and applies to recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. Each Bid shall be accompanied by a completed lobbying certification form identical to that included in the Bidding Documents.

4.4.1 Delete subparagraph 4.4.1 and substitute the following:

4.4.1 No Bidder may withdraw, modify or cancel a Bid within 60 calendar days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder, and the concurrence of the Agency.

ARTICLE 5, CONSIDERATION OF BIDS

5.3.2 Delete subparagraph 5.3.2 and substitute the following:

5.3.2 The Owner shall have the right to accept Alternates in the sequence or combinations listed and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 7, PERFORMANCE BOND AND PAYMENT BOND

7.1.1 Delete subparagraph 7.1.1 and substitute the following:

7.1.1 Prior to execution of the Contract, the Bidder shall furnish Bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Both Bonds shall be separately written, each in the amount of the Contract Sum. The cost shall be included in the Bid.

7.1.2 Delete subparagraph 7.1.2 and substitute the following:

7.1.2 Surety companies executing Bonds must hold a certificate of authority as a acceptable surety on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the State where the Project is located.

7.1.3 Delete subparagraph 7.1.3.

7.2.1 Delete subparagraph 7.2.1 and substitute the following:

7.2.1 The Bidder to whom the Contract is awarded will be required to execute the Agreement and obtain Performance and Payment Bonds within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice shall be accompanied by the necessary Agreement and Bond forms.

7.2.2 Delete subparagraph 7.2.2 and substitute the following:

7.2.2 The Bonds shall be written on forms identical to those included in the Bidding Documents.

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic



SECTION 00110 – SUPPLEMENTAL INFORMATION FOR BIDDERS

PART 1 - GENERAL

1.1 BIDDING DOCUMENTS

- A. Bidders shall promptly notify the Owner of any ambiguities, inconsistencies, errors, and/or omissions they may discover in the Bidding Documents.
- B. Request from Bidders for clarification or interpretation of the Bidding Documents, which reach the Owner less than four (4) days before the Bid Due Date, will not be considered.
- C. Changes and corrections to the Bidding Documents will be made by Addendum, and distributed to the Known Bidders.
- D. Addenda will be mailed or delivered to all who are known by the Owner to have a complete set of Bidding Documents.
- E. Each Bidder shall ascertain prior to submitting their Proposal that they have considered every Addendum issued prior to the Bid Date and shall acknowledge receipt of each Addendum in writing in their Proposal.

1.2 DISCREPANCIES, DELETIONS, OR INTERPRETATIONS

- A. Bidder shall promptly notify the Owner through of any ambiguity, inconsistency, or deletions which they may discover upon examination of the Bidding Documents or Contract Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the bidding Documents or Contract Documents shall make a written request to the Owner at least seven (7) days prior to the date for receipt of bids. Interpretations will not be made orally.
- B. Any interpretation, correction, or change of the Contract Documents will be made by Addendum by the Owner. Interpretations, corrections, or changes of the Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

1.3 VOLUNTARY ALTERNATIVES/VALUE ENGINEERING SUGGESTIONS

- A. Base bids and Alternative Bids shall be based upon the Bidding Documents, including approved substitutions, and on the Bidder's evaluation of the Project Site. However, the Owner invites Voluntary Alternatives or Value Engineering suggestions consistent with the intent of the Bidding Documents. Such Alternatives and suggestions, if submitted, shall be incorporated into Proposals by describing Voluntary Alternate(s) on company letterhead and attached to the Bid Proposal Form.

END OF SECTION 00110

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontractors, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

by: \_\_\_\_\_ Date \_\_\_\_\_  
(name)

---

(title)

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

SECTION 00305 - BID FORM

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of \_\_\_\_\_ doing business as  
\_\_\_\_\_. \*. To the Alcona Citizens for Health, Inc. (hereinafter  
called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for  
the construction of the Alcona Health Center, 1209 US 23 N., 2023 New Clinic in strict accordance with  
the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto  
certifies as to its own organization, that this BID has been arrived at independently, without consultation,  
communication, or agreement as to any matter relating to this BID with any other BIDDER or with any  
competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in  
the NOTICE TO PROCEED and to fully complete the PROJECT within \_\_\_\_\_  
consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of  
\$\_\_\_\_\_ for each consecutive calendar day thereafter as provided in Section 15 of the General  
Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

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\* Insert "a corporation", "a partnership", or "an individual" as applicable.

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE

TOTAL OF BID ..... \$\_\_\_\_\_

LUMP SUM PRICE (if applicable) ..... \$\_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License number (if applicable)

SEAL - (if BID is by a corporation)

SECTION 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto

\_\_\_\_\_ as OWNER in the penal sum of

\_\_\_\_\_ for the payment of which, well

and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. The Condition of the above obligation is such that whereas the Principal has submitted to Alcona Citizens for Health, Inc., a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Alcona Health Center, 1209 US 23 N., 2023 New Clinic.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute

and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

By:\_\_\_\_\_

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION 00410





# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

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

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

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

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

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

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

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

The parties should complete A101<sup>™</sup>–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

## TABLE OF ARTICLES

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

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

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

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

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

#### § 3.3 Substantial Completion

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

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

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

☐ By the following date:

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

Portion of Work

Substantial Completion Date

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

#### ARTICLE 4 CONTRACT SUM

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

#### § 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

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

Item

Price

#### § 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

#### § 4.5 Liquidated damages, if any:

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

#### § 4.6 Other:

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

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

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

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

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

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

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

## § 5.2 Final Payment

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

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

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

## § 5.3 Interest

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

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

\_\_\_\_\_ %

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

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

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

## § 6.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

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

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

§ 8.3 The Contractor's representative:

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

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

## § 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

- .8 Other Exhibits:

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

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



☐ The Sustainability Plan:

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

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.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)



SECTION 00610 ATTACHMENT TO AIA A101-2017

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the “*Standard Form of Agreement Between Owner and Contractor*,” AIA Document A101-2017 Edition. The provisions contained in this attachment shall supersede any conflicting provisions of the AIA Document.

ARTICLE 3, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Delete paragraph 3.1 and substitute the following:

3.1 The date of commencement shall be contained in the Notice to Proceed.

ARTICLE 5, PAYMENTS

Insert "ten" and "10" in the appropriate spaces in subparagraph 5.1.3.

Delete the following from clause 5.1.6.2:

(or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing)

Insert the following sentences in subparagraph 5.1.7.1:

The amount retained shall be 10% of the value of Work until 50% of the Work has been completed or a withholding of equal or greater value, such as, 5% for the full duration of the project. If 10% is held, at 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of Work completed.

ARTICLE 8, MISCELLANEOUS PROVISIONS

Add the following subparagraph to paragraph 8.7:

8.7.1 This Agreement shall not become effective until concurred in writing by the Agency. Such concurrence shall be evidenced by the signature of a duly authorized representative of the Agency in the space provided at the end of this Attachment to the Agreement. The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment there under, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

ARTICLE 9, ENUMERATION OF CONTRACT DOCUMENTS

The following Documents should be referenced, if applicable:

Subparagraph 9.1.3:

Attachment to the *Standard Form of Agreement Between Owner  
and Contractor* (this Attachment)  
*General Conditions of the Contract for Construction*, AIA A201-2017  
Attachment to the *General Conditions of the Contract for Construction*  
Special Conditions

Subparagraph 9.1.7:

Invitation for Bids  
*Instructions to Bidders*, AIA A701-1997  
Attachment to the *Instructions to Bidders*  
Bid Form  
Bid Bond  
Payment Bond  
Performance Bond  
Certification for Contracts, Grants and Loans

Delete the signature block on page 8 of this Agreement, and substitute the block on the following page:

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

OWNER:

ATTEST: _____	By _____
Type Name _____	Type Name _____
Title _____	Title _____
Date _____	Date _____

CONTRACTOR:

ATTEST: _____	By _____
Type Name _____	Type Name _____
Title _____	Title _____
Date _____	Date _____

The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment hereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

SECTION 00650 – BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, and the United States of America acting through the Farmers Home  
Administration hereinafter referred to as the Government in the total aggregate penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto  
attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, or GOVERNMENT, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER and GOVERNMENT from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER and GOVERNMENT all outlay and expense which the OWNER and GOVERNMENT may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the liability of the PRINCIPAL AND SURETY hereunder to the GOVERNMENT shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the OWNER, provided, however, that the GOVERNMENT may, at its option, perform any obligations of the OWNER required by the contract.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER and GOVERNMENT are the only beneficiaries hereunder.

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each  
(Number)

one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ .

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness to Surety

BY \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic



PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called PRINCIPAL and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER and the United States of America acting through the Farmers Home Administration hereinafter referred to as GOVERNMENT, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT Is performing the obligations of the OWNER), shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each of  
(Number)

which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR Is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Alcona Health Center, New Clinic  
1209 US 23 N.  
Alpena, MI 49707

### THE OWNER:

*(Name, legal status and address)*

Alcona Citizens for Health, Inc.  
1035 W. Washington Ave  
Alpena, MI 49707

### THE DESIGNER:

*(Name, legal status and address)*

Red Stick Design  
10174 Buzzell Road  
Onaway, MI 49765

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### ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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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 Designer. 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 Designer or the Designer's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Designer or the Designer's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Designer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Designer'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 Designer and the Designer's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

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

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 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 Designer and the Designer'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 Designer's or Designer'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, Designer, and the Designer's consultants.

### **§ 1.6 Notice**

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

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

### **§ 1.7 Digital Data Use and Transmission**

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

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 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 Designer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

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

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

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

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

### **§ 2.3 Information and Services Required of the Owner**

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

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



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

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

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

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

#### **§ 2.4 Owner's Right to Stop the Work**

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

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Designer and the Designer 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 Designer'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 Designer, 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 Designer in the Designer's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Designer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Designer 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 Designer any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Designer may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Designer 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 Designer 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 Designer, and shall propose alternative means, methods, techniques, sequences, or procedures. The Designer shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Designer 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 Designer in accordance with Section 3.12.8 or ordered by the Designer in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Designer 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 Designer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Designer, 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 Designer before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Designer will promptly investigate such conditions and, if the Designer 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 Designer 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 Designer shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Designer'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 Designer. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 Superintendent**

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Designer of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Designer may notify the Contractor, stating whether the Owner or the Designer (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Designer 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 Designer 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 Designer'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 Designer's approval. The Designer'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 Designer 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 Designer.

### **§ 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 Designer and Owner, and

delivered to the Designer for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Designer is subject to the limitations of Section 4.2.7. Informational submittals upon which the Designer 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 Designer without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Designer, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Designer 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 Designer 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 Designer.

**§ 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 Designer's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Designer of such deviation at the time of submittal and (1) the Designer 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 Designer'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 Designer on previous submittals. In the absence of such notice, the Designer'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 Designer will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Designer. The Owner and the Designer 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 Designer have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Designer 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 Designer at the time and in the form specified by the Designer.

### **§ 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 Designer 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 Designer 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 Designer. 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 Designer.

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 DESIGNER**

### **§ 4.1 General**

**§ 4.1.1** The Designer 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 Designer as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Designer. Consent shall not be unreasonably withheld.

### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Designer 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 Designer issues the final Certificate for Payment. The Designer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Designer 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 Designer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Designer 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 Designer 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 Designer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Designer 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 Designer in all communications that relate to or affect the Designer's services or professional responsibilities. The Owner shall promptly notify the Designer of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Designer's consultants shall be through the Designer. 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 Designer's evaluations of the Contractor's Applications for Payment, the Designer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Designer has authority to reject Work that does not conform to the Contract Documents. Whenever the Designer considers it necessary or advisable, the Designer will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Designer 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 Designer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Designer 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 Designer's action will be taken in accordance with the submittal schedule approved by the Designer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Designer'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 Designer'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 Designer's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Designer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 4.2.9 The Designer 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 Designer agree, the Designer will provide one or more Project representatives to assist in carrying out the Designer'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 Designer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Designer'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 Designer 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 Designer 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 Designer'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 Designer will review and respond to requests for information about the Contract Documents. The Designer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Designer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.



## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Designer 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 Designer may notify the Contractor whether the Owner or the Designer (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Designer 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 Designer 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 Designer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Designer 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 Designer 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 Designer. Each subcontract agreement shall preserve and protect the rights of the Owner and Designer 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 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 Designer 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 Designer 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 Designer will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Designer. A Construction Change Directive requires agreement by the Owner and Designer 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 Designer 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 Designer and signed by the Owner, Contractor, and Designer 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 Designer and signed by the Owner and Designer, 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 Designer 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 Designer 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 Designer;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Designer 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 Designer. 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 Designer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Designer determines, in the Designer's professional judgment, to be reasonably justified. The Designer'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 Designer 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 Designer 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 Designer 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 Designer'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 Designer and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Designer's order for a minor change without prior notice to the Designer 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 Designer in accordance with Section 9.8.

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

## **§ 8.2 Progress and Completion**

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

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

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

## **§ 8.3 Delays and Extensions of Time**

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Designer, 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 Designer determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Designer 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 Designer 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 Designer. This schedule, unless objected to by the Designer, 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 Designer and supported by such data to substantiate its accuracy as the Designer may require, and unless objected to by the Designer, 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 Designer 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 Designer 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 Designer, 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 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 Designer 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 Designer determines is properly due, and notify the Contractor and Owner of the Designer'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 Designer'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 Designer to the Owner, based on the Designer's evaluation of the Work and the data in the Application for Payment, that, to the best of the Designer'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 Designer. However, the issuance of a Certificate for Payment will not be a representation that the Designer 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 Designer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Designer's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Designer is unable to certify payment in the amount of the Application, the Designer will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Designer cannot agree on a revised amount, the Designer will promptly issue a Certificate for Payment for the amount for which the Designer is able to make such representations to the Owner. The Designer 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 Designer'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 Designer's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Designer 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 Designer and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Designer 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 Designer.

§ 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 Designer 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 Designer 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 Designer 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 Designer 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 Designer or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Designer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## **§ 9.8 Substantial Completion**

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

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Designer 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 Designer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Designer'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 Designer. In such case, the Contractor shall then submit a request for another inspection by the Designer to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Designer 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 Designer 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 Designer.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Designer 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 Designer will promptly make such inspection. When the Designer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Designer will promptly issue a final Certificate for Payment stating that to the best of the Designer's knowledge, information and belief, and on the basis of the Designer'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 Designer'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 Designer (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 Designer so confirms, the Owner shall, upon application by the Contractor and certification by the Designer, 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 Designer 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.

**§ 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 Designer 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 Designer.

**§ 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 Designer 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 Designer 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 Designer 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 Designer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Designer have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Designer, Designer'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, Designer, and Designer's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

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

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

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

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Designer and Designer'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 Designer, Designer'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 Designer 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 Designer and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Designer 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 Designer's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Designer, be uncovered for the Designer'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 Designer has not specifically requested to examine prior to its being covered, the Designer 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 Designer 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 Designer'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 Designer, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

§ 13.3.2 No action or failure to act by the Owner, Designer, 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 Designer timely notice of when and where tests and inspections are to be made so that the Designer 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 Designer, 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 Designer 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 Designer of when and where tests and inspections are to be made so that the Designer 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 Designer'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 Designer.

**§ 13.4.5** If the Designer is to observe tests, inspections, or approvals required by the Contract Documents, the Designer 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 Designer 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 Designer, 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 Designer, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Designer 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 Designer'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**

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 Designer, if the Designer 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 Designer will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

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

#### **§ 15.1.6 Claims for Additional Time**

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

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

### § 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Designer 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 Designer, if the Designer is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

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

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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

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

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

#### **§ 15.4.4 Consolidation or Joinder**

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

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

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

SECTION 00705 - ATTACHMENT TO THE GENERAL CONDITIONS

ATTACHMENT TO AIA DOCUMENT A201-2017, *General Conditions of the Contract for Construction*

The provisions of this attachment shall delete, modify and supplement the provisions contained in the "*General Conditions of the Contract for Construction*," AIA Document A201-2017 Edition. The provisions contained in this attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 2, OWNER

Delete subparagraph 2.3.6 and substitute the following:

2.3.6 The Contractor will be furnished, free of charge, one (1) electronic copy of the Drawings and Projects Manuals necessary for execution of the Work.

ARTICLE 4, Designer

Add the following to subparagraph 4.1.1:

The term "Designer" means the Designer, or the Engineer when the nature of the work is within the authority granted engineers by the State licensure law, or an authorized representative of the Designer or Engineer.

ARTICLE 5, SUBCONTRACTORS

Add the following to subparagraph 5.2.2:

The Contractor shall not contract with any party who is suspended or debarred by any Federal government agency from participating in Federally assisted construction projects or to whom the Owner or the Designer has made reasonable and timely objection.

## ARTICLE 7, CHANGES IN THE WORK

Delete the words ", Construction Change Directive" from subparagraph 7.1.1.

Delete the words "; a Construction Change Directive requires agreement by the Owner and Designer and may or may not be agreed to by the Contractor" in subparagraph 7.1.2.

Delete the words "Construction Change Directive" from subparagraph 7.1.3.

Delete subparagraph 7.2.1 and substitute the following:

7.2.1 A Change Order is a written order to the Contractor utilizing the Change Order in the Project Manual, "Change Order," or AIA G-701 signed by the Owner, Designer, and Contractor. It is issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor's signing of a Change Order indicates complete agreement therein.

Add subparagraph 7.2.2:

7.2.2 Methods used in determining adjustments to the Contract Sum may include any of the following:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluating.
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon.

Add the following sentence to paragraph 7.3.1 "A Construction Change Directive may be used only for a change in response to an emergency as described in paragraph 10.4.

Delete subparagraph 7.3.2.

Add the following, where appropriate, to 7.3.3 through 7.3.10: "When the use of a Construction Change Directive is justified"

## ARTICLE 8, TIME

Add the following subparagraphs:

8.2.4 The Notice to Proceed shall be issued within twenty (20) calendar days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the Owner and Contractor, with the concurrence of the Agency. If the Notice to Proceed has not been issued within the twenty (20) calendar day period or within the period mutually agreed, the Contractor may terminate the Agreement without further liability on the part of either party.

8.3.4 As outlined in Article 3 of the Agreement, the Contractor agrees to pay liquidated damages to the Owner for each calendar day the Contractor shall be in default.

## ARTICLE 9, PAYMENTS AND COMPLETION

Delete clause 9.3.1.1 and substitute the following:

9.3.1.1 Work performed and materials supplied under a Change Order may be included for payment only after the Change Order has been approved by all appropriate parties, including the Agency.

Add the words ", using AIA Document 702, 'Application and Certificate for Payment' after 'Certificate for Payment' in subparagraph 9.4.1.

Add the following subparagraph:

9.6.9 No progress payments will be made that deplete the retainage, nor place in escrow any funds that are required for retainage, nor invest the retainage for the benefit of the Contractor. Retainage will not be adjusted until after construction is substantially complete.

Replace the word "seven" with the words "fifteen (15)" in the first sentence, third line of subparagraph 9.7.

Delete subparagraph 9.8.5, after the first sentence, and substitute the following:

9.8.5 When the Work has been substantially completed, except for Work which cannot be completed because of weather conditions, lack of materials or other reasons, which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed. Provide a copy of the Certificate to the Agency.

Delete subparagraphs 9.9.1 through 9.9.3 and substitute the following:

9.9.1 The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the Owner under the following conditions:

- .1 A "Certificate of Substantial Completion" shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Designer, the Contractor is chargeable with unwarranted delay in completing the Work or other Contract requirements, the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy and use by the Owner shall not commence until authorized by public authorities having jurisdiction over the Work.
- .2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.
- .3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.

- .4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.
- .5 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

Add to subparagraph 9.9.3: Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of responsibility to maintain all insurance and bonds required of the Contractor under the Contract Documents until the Project is completed and accepted by the Owner.

#### ARTICLE 11, INSURANCE AND BONDS

Replace the words "the Contract Documents" with the words "subparagraph 11.1.1" in the first sentence of subparagraph 11.1.2.

Add the following subparagraph:

11.1.5. Insurance shall be:

- .1 Written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident, or,
- .2 Written with a combined bodily injury and damage liability of not less than \$700,000 per occurrence; and with an aggregate of not less than \$700,000 per occurrence.

Add the following sentence to the end of subparagraph 11.3.1:

The provisions of this subparagraph shall apply to the Contractor if the Contractor purchases and maintains said insurance coverage.

Delete subparagraph 11.1.2 and substitute the following:

11.1.2 The Contractor shall furnish the Owner bonds covering faithful performance of the Contract and payment of obligations arising thereunder within ten (10) calendar days after receipt of the Notice of Award. The surety company executing the bonds must hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570, and be authorized to transact business in the State where the Project is located. The bonds (using the forms included in the Bidding Documents) shall each be equal to the amount of the Contract Sum. The cost of these bonds shall be included in the Contract Sum



Add the following subparagraphs:

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

11.1.3.2 If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, the Contractor shall within ten (10) calendar days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums of such bond shall be paid by any Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

## ARTICLE 13, MISCELLANEOUS PROVISIONS

Add the following paragraphs:

### 13.6 LANDS AND RIGHTS-OF WAY

13.6.1 Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the execution and completion of work to be performed under this contract.

### 13.7 EQUAL OPPORTUNITY REQUIREMENTS

Non-discrimination in Employment by Federally Assisted Construction Contractors, by Executive Order 11246.

13.7.1 This section summarizes Executive Order 11246, which prohibits employment discrimination and requires employers holding non-exempt Federal contracts and subcontracts and federally-assisted construction contracts and subcontracts in excess of \$10,000 to take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin. The Executive Order requires, as a condition for the approval of any federally assisted construction contract, that the applicant incorporate nondiscrimination and affirmative action clauses into its non-exempt federally assisted construction contracts.

13.7.2 Executive Order 11246, is administered and enforced by the Office of Federal Contract Compliance Programs (OFCCP), an agency in the U.S. Department of Labor's Employment Standards Administration. OFCCP has issued regulations at 41 C.F.R. chapter 60 implementing the Executive Order. The regulations at 41 C.F.R. part 60-4 establish the procedures which the Agency, as an administering agency, must follow when making grants, contracts, loans, insurance or guarantees involving federally assisted construction which is not exempt from the requirements of Executive Order 11246. The regulations which apply to Federal or federally assisted construction contractors also are published at 41 C.F.R. part 60-4.

13.7.3 OFCCP has established numerical goals for minority and female utilization in construction work. The goals are expressed in percentage terms for the contractor's aggregate workforce in each trade. OFCCP has set goals for minority utilization based on the percentage of minorities in the civilian labor force in the relevant area. There is

a single nationwide goal of 6.9 percent for utilization of women. The goals apply to all construction work in the covered geographic area, whether or not it is federal, federally assisted or non-federal. A notice advises bidders of the applicable goals for the area where the project is to be located.

13.7.4 Application. This section applies to all of a construction contractor's or subcontractor's employees who are engaged in on-site construction including those construction employees who work on a non-Federal or non-Federally assisted construction site.

13.7.4.1 Agency officials will notify the appropriate Regional Director of OFCCP that an Agency financed construction contract has been awarded, and that the equal opportunity clauses are included in the contract documents.

13.7.4.2 The Regional Director, OFCCP-DOL, will enforce the non-discrimination requirements of Executive Order 11246.

13.7.5 The prospective contractor or subcontractor must comply with the Immigration Reform and Control Act of 1986, by completing and retaining Form I-9, "Employment Eligibility Verification," for employees hired. This form is available from the Immigration and Naturalization Service, and Department of Justice.

13.7.6 The prospective contractor or subcontractor must submit Form RD 400-6, "Compliance Statement," to the applicant and an Agency official as part of the bid package, prior to any contract bid negotiations and comply with the Executive Order 11246 as stated in the contract documents.

## 13.8 STATUTES

13.8.1 The Contractor and each Subcontractor shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):

13.8.1.1 Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person in connection with construction to give up any part of the compensation to which the person is otherwise entitled.

13.8.1.2 Clean Air Act (42 U.S.C. 7414), section 114, and Water Pollution Control Act (33 U.S.C. 1813), section 308. Under Executive Order 11738 and Environmental Protection Agency (EPA) regulations 40 C.F.R. part 15, all Contracts in excess of \$100,000 are required to comply with these Acts. The Acts require the Contractor to:

- .1 Notify the Owner of the receipt of any communication from EPA indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities.
- .2 Certify that any facility to be utilized in the performance of any nonexempt Contractor or Subcontractor is not listed on the EPA list of Violating Facilities as of the date of the Contract Award.
- .3 Include or cause to be included the above criteria and requirements of paragraphs .1 and .2 in every nonexempt subcontract, and that the

Contractor will take such action as the Government may direct as a means of enforcing such provisions.

13.8.1.3 Restrictions on Lobbying (Public Law 101-121, section 319) as supplemented in Department of Agriculture regulations (7 C.F.R. part 3018). This statute applies to the recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Contractor must complete a certification form on lobbying activities related to the specific Federal loan or grant that is a funding source for this contract. The certification and disclosure forms shall be provided by the Owner.

### 13.9 RECORDS

13.9.1 If the Contract is based on a negotiated Bid, the Owner, the Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to a specific Federal loan program for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall maintain records for at least three years after the Owner makes final payment and all other pending matters are closed.

### 13.10 ENVIRONMENTAL REQUIREMENTS

13.10.1 Mitigation Measures – The contractor shall comply with applicable mitigation measures established in the environmental assessment for the project. These may be obtained from the Agency representative.

13.10.2 The Contractor, when constructing a Project involving trenching, excavating, or other earth moving activity, shall comply with the following environmental constraints:

13.10.2.1 Endangered Species, Historic Preservation, Human Remains and Cultural Items, Hazardous Materials, and Paleontology – Any excavation or other earth moving activity by the Contractor that provides evidence of the presence of endangered or threatened species or their critical habitat, uncovers a historical or archaeological artifact, human remains or cultural items, hazardous materials, a fossil or other paleontological materials will require the Contractor to:

- .1 Temporarily stop work;
- .2 Provide immediate notice to the Designer and the Agency, and in the case of potentially hazardous materials, provide immediate notice to local first responders and take such measures as necessary to protect the public and workers;
- .3 Take reasonable measures as necessary to protect the discovered materials or protected resource;
- .4 Abide by such direction as provided by the Agency, or Agencies responsible for resource protection or hazardous materials management; and
- .5 Resume work only upon notice from the Designer and the Agency.

13.12.3 Lead-Based Paint - The Contractor and Owner shall comply with applicable Agency requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851) for rehabilitation work on residential property built prior to 1978.

#### 13.11 DEBARMENT AND SUSPENSION

13.11.1 The Contractor shall comply with the requirements of 7 C.F.R. part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity.

### ARTICLE 15 CLAIMS AND DISPUTES

Add the words "may be" after "on the parties but" in the last sentence of subparagraph 15.2.5.

Replace the word "shall" with the word "may" in the first sentence, first occurrence of subparagraph 15.3.2

Add to subparagraph 15.4.1.2 The arbitrators will select a hearing location as close to the Owner's locale as possible.

END OF SECTION 00705

SECTION 00720 - NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description:

\_\_\_\_\_

\_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates of insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Owner

By\_\_\_\_\_

Title\_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by\_\_\_\_\_.

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By\_\_\_\_\_

Title\_\_\_\_\_

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

SECTION 00730 - NOTICE TO PROCEED

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_,  
20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the WORK within  
\_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is  
therefore \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_,  
Company

this the \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Employer Identification  
Number \_\_\_\_\_

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic



SECTION 00770 –CERTIFICATES OF INSURANCE

PART 1 - GENERAL

1.1 INSURANCE CERTIFICATES

- A. Each Contractor shall provide, prior to beginning of Work, a certificate of insurance for delivery to the Owner indicating that all required insurance coverage is in force.
- B. Use standard Insurance Certificate Form. The Accord Forms are the preferable forms. These forms should be obtained from your insurance agent.
- C. Issue all certificates to: **Alcona Citizens for Health, Inc.  
1035 W. Washington  
P.O. Box 655  
Alpena, MI 49765**
- D. Certificates must show as “additional insured” the Owner, **Alcona Citizens for Health, Inc.**
- E. Insurance certificates must be completed as follows:
  - 1. General Liability must be on an “occurrence” basis.
  - 2. Automobile Liability
    - a) This must be filled in with either:  
Option 1: Any Auto, Hired, and Non-Owned automobiles OR  
Option 2: All Owned Autos (Private Passenger), All Owned Autos (Other than Private Passenger), Hired Autos, and Non-Owned Autos.
  - 3. Excess Liability; Provide \$2 million Excess Liability Umbrella policy.
  - 4. Worker’s Compensation, minimum amounts:
    - a) \$500,000 each accident
    - b) \$500,000 disease policy limits
    - c) \$500,000 disease each employee
  - 5. List the additional insured as the name of the Owner, Alcona Citizens for Health, Inc.
  - 6. The Owner, Alcona Citizens for Health, Inc, should be listed as the actual Certificate Holder.
  - 7. The Owner and all additional insured parties will receive at least thirty (30) days notice on cancellation of any policies listed on the certificate.
  - 8. The certificate must be signed by a licensed insurance agent or representative of the insurance company in order to be valid.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00770

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

SECTION 00780 – SUBCONTRACTOR/SUPPLIER/MATERIAL/EQUIPMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Within seven (7) days following the date of the issue of the Contract, the Contractor shall submit to the Owner, a list of all subcontractors that they intend to utilize in their performance of the Work, and all suppliers who will be providing materials and/or equipment to be incorporated into the Work.
- B. All Subcontractors' names, addresses, telephone numbers, and types of Work shall be included on the list.
- C. All Suppliers' names, addresses, telephone numbers, and items provided shall be included on the list.
- D. All items of material and equipment included in the Work shall be listed. Each items shall be listed with its manufacturer, supplier, and installing subcontractor, if applicable.
- E. Subcontractor / Supplier / Material / Equipment listings shall be submitted prior to contract execution.
- F. Prior to award of a contract, the Owner will notify the Contractor if they have reasonable and substantial objection to any person, organization, material and/or equipment listed by the Contractor. If the Owner has a reasonable and substantial objection, the Contractor shall amend their Proposal by providing an acceptable substitute. The Owner may, at their discretion, accept such a substitute or they may disqualify the Proposal.
- G. Suppliers, Subcontractors, Material, and Equipment proposed by the Contractor and accepted by the Owner shall be used in the Work for which they are proposed and accepted, and shall not be changed except with prior written approval by the Owner.

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 00780

## SECTION 00900 – ADDENDA

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. Addenda are written or graphic instruments issued prior to the execution of construction documents which add to, delete from, clarify, or correct the Bidding Documents and/or Contract Documents.
- B. Addenda may be included in the Bidding Documents and may be included in the Contract Documents.
- C. Addenda may be issued by the Owner as deemed necessary to facilitate the building and construction of the Project.

#### 1.2 BIDDERS' AND CONTRACTORS' RESPONSIBILITIES

- A. Each Bidder shall be responsible for taking the provisions of all Addenda issued prior to the Bid Date into account during the presentation of his Proposal.
- B. Each Bidder shall be responsible for obtaining all Addenda, and for ascertaining that all Addenda issued prior to the Bid Date have been considered in preparing his Proposal.
- C. Each Contractor shall perform his Work in accordance with all Addendum issued.

### PART 2 – PRODUCTS (Not Applicable)

### PART 3 – EXECUTION (Not Applicable)

END OF SECTION 00900

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

## SECTION 01010 – SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 SUMMARY OF WORK

A. Project Description:

1. Alcona Health Center, Alpena Services, 2023 New Clinic.

B. Project Identification: As follows:

1. Location: Alcona Health Center  
1209 US 23 N  
Alpena, MI 49707

C. The Work consists of a new 6,400 sf building, and site work as required.

#### 1.2 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor shall have use of the site. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project.
- B. Contractors shall assume full responsibility for the protection and safekeeping of materials and equipment stored on the site. No security will be employed by the Owner.
- C. Each Contractor shall move any stored material or equipment under their control if it interferes with operations of the Owner or other Contractors, as directed by the Owner.
- D. Contractors shall obtain and pay for additional storage or work areas needed for operations not allowed on the site.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01010

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic



## SECTION 01030 – PROJECT WORK HOURS

### PART 1 - GENERAL

#### 1.1 NORMAL WORK HOURS

- A. 7:00 a.m. to 6:00 p.m., Monday through Friday
- B. Work other than these hours will need to be approved by the Owner.

#### 1.2 EXCEPTIONS

- A. Necessary variations of normal work hours shall only occur with the express approval of the Owner on the Owner's behalf.
- B. Overtime will not be paid.
- C. It will be the responsibility of each contractor to provide an adequate work force to assure the timely completion of the Work.
- D. The contractor will work whatever hours required (overtime, weekends, holidays) to complete their work, and allow for the completion of all other work to achieve final completion in the time frames required by the Owner
- E.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01030

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

## SECTION 01040 – PROJECT ADMINISTRATOR

### PART 1 - GENERAL

#### 1.1 OWNER'S REPRESENTATIVE

- A. The Owner will award contracts for each Bid Division to a Prime Contractor. The Owner's Representative on this Project will be Bruce Dietz.

#### 1.2 WORK ASSIGNMENTS

- A. Nothing contained on Contract Documents and especially in the work scope, shall be construed as a Work assignment to any construction trade industry. Each Contractor is responsible for their own decision on work assignments and shall make them in accord with the prevailing practice in the areas of the Project, and in such a way that neither their progress nor the progress of others will be adversely affected.
- B. Disputes that may arise over improper assignments or over assignments claimed by more than one Contractor shall be settled immediately by the Contractors and shall in no case result in a slow down or stoppage of Work of any Contractor.

#### 1.3 PROMPTNESS IN EXECUTION

- A. It is the intention of the Owner to complete the Project in the fastest practical time frame. Whereas varying conditions inherent in the construction process will affect the progress of the Work, it is the intent of the contract that the Contractor maintain the progress pace set forth in the bid documents.

#### 1.4 PROGRESS PAYMENTS

- A. It is the intention of the Owner to recognize timely performance. Contractors who maintain specified progress will be eligible for 100% Progress Payments.
- B. Contractors who fail to maintain specified progress may be subject to retainage up to 100% of Progress Payments; at such times those Contractors are judged by the Owner to be behind schedule.

#### 1.5 PAYMENT FOR STORED MATERIAL

- A. As a means of eliminating cost escalation on available items of material and equipment, and in the interest of obtaining competitive Bids, the Owner will provide payment for contract items purchased early and stored off, as well as on, the Project Site. In order to qualify for such payment, the material or equipment must be safely stored, protected, and insured against loss or damage, inspected and dedicated for this Project only. Any extra cost of off-site storage is to be included as part of the Bid Proposal.
- B. Materials stored on the site shall be in the area designated by the Owner. Materials or equipment lost through theft, or mishandling, shall be replaced by the Contractor, without cost to the Owner.

The Contractor receiving materials shall provide and maintain protection of stored materials at no additional cost of the Owner.

- C. Request for payment for materials delivered and stored at the site must have acceptable itemized bills attached and available at the time of delivery.

#### 1.6 PROTECTION OF THE WORK OF OTHERS

- A. Contractors shall consider protection of finished Work of prime importance. Care shall be taken by Contractors not to damage completed Work of other Contractors, and to provide adequate protection to their own Work.
- B. When moving laborers and/or materials across floors, grades, roofs, other vulnerable surfaces, or through occupied areas, the Contractor shall provide adequate surface protection to prevent damage to surfaces.

#### 1.7 MANDATORY ATTENDANCE AT MEETINGS

- A. It is the responsibility of each Contractor to be suitably represented at all Project and Progress Meetings, as determined by the Owner.

#### 1.8 PRE ON-SITE ACTIVITY MEETING

- A. Each Contractor is required to meet on the site with the Owner's Representative prior to the beginning of their Work. The purpose of this meeting is to review the intent of the Contract Documents as they pertain to the Contractor's Work, and to integrate the Contractor's schedule into the Project.

#### 1.9 CUTTING AND PATCHES

- A. Each contractor shall make arrangements with the Owner for fitting their Work into the Project, and shall coordinate all fittings with other Contractors. Whenever any contractor has been given sufficient information as to required openings prior to beginning their Work, they shall pay the extra cost for cutting and/or restoring if they fail to provide proper required openings.
- B. Each Contractor shall be responsible for any cutting, fitting and patching that may be required to complete their Work if they have failed to properly notify the Owner and preceding Contractors of any openings required. Contractors shall not endanger the Work of any other Contractor by cutting, excavating or otherwise altering any Work. Any costs caused by defective or ill-timed Work shall be borne by the party responsible for such Work.
- C. No Contractor shall do any cutting that may impair the strength of any building or its components.

1.10 BLOCKING, BACKING AND GROUNDS

- A. Contractor shall be responsible for providing the blocking, backing and grounds necessary for the installation of their work.

1.11 ACCESS PANELS

- A. Each Contractor shall be responsible for furnishing the necessary access panels for items of work installed under their contract.
- B. Installation of all access panels shall be the responsibility of the contractor erecting the wall or ceiling system.
- C. If not specified, these access panels shall be approved by the Owner prior to installation.

1.12 DISPOSAL OF DEBRIS AND CONSTRUCTION WASTE

- A. Contractors are responsible for removing and debris, demolition waste, or construction waste from the building in accordance with Section 01500. The Owner's dumpster is not to be used for any construction/demolition debris.

1.13 CLEAN-UP

- A. Contractor will be responsible for all clean-up which includes
  - 1. Daily clean-up
  - 2. Removal of all debris from site
  - 3. Final clean-up
    - a) Window washing
    - b) Vacuum all carpet
    - c) Clean and polish all hardware
    - d) Dust all surfaces

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01040

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

## SECTION 01045 – APPLICATIONS FOR PAYMENT

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. Two (2) original invoices must be received by Bruce Dietz, 100 N. Ripley St, Alpena, MI 49707, by the dates determined in the contract.
- B. All Applications for Payment will be submitted on “AIA Document G732-2009 – Application and Certificate for Payment.”

#### 1.2 SWORN STATEMENTS AND WAIVERS

- A. All Applications for Payment must be accompanied by a Sworn Statement and applicable waivers.
- B. For complete instructions on preparing Sworn Statements and Waivers, please reference Section 01050 – Sworn Statements and Lien Waivers.

#### 1.3 SCHEDULE OF VALUES

- A. All billings are processed on the basis of approved Schedule of Values. Absolutely NO CHANGES may be made to the approved Schedule of Values.
- B. Approved Schedule of Values shall be submitted along with AIA Document G732–2009 Application and Certificate for Payment, on AIA Document G703 – Continuation Sheet.

#### 1.4 CHANGE ORDERS

- A. Increases or decreases in the Contract Amount shall be through change orders.
- B. Each Change Order shall be listed as a new line item on G703 – Continuation Sheet.

#### 1.5 APPROVAL OR REJECTION OF APPLICATION FOR PAYMENT

- A. Following approval, the Owner will prepare checks, and forward them with accompaniment of appropriate waiver(s), and payment will be sent on to the Contractor.
- B. Applications for Payment that are rejected will be returned to the Contractor accompanied by an explanation, for resubmittal the following billing period.

ALCONA HEALTH CENTER  
Alpena, MI

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2023 New Clinic

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01045



## SECTION 01050 – SWORN STATEMENTS AND WAIVERS

### PART 1 - GENERAL

#### 1.3 DESCRIPTION

- A. Sworn Statement shall be included with each Application for Payment.
- B. A sample Sworn Statement follows as Pages 2 and 3 of this Section.
- C. Page 1 of the Sworn Statement shall contain all necessary Project Information, including:
  - 1. Date of Sworn Statement.
  - 2. County in which the deponent is at the time of the completion of the Sworn Statement.
  - 3. Deponent name.
  - 4. Contractor name on whose behalf the deponent is making statement.
  - 5. County in which the Project is situated.
  - 6. Project name and site location.
  - 7. Deponent signature and typewritten name.
  - 8. Notary name, signature, and commission expiration date.
- D. Page 2 of the Sworn Statement shall contain all necessary Project Information, including:
  - 1. Project name and site location.
  - 2. Subcontractor/Supplier listings as submitted for approval at the beginning of the Project.
  - 3. Description of work to be completed by each subcontractor/supplier.
  - 4. Total contract amount for each subcontractor/supplier.
  - 5. Listings of amounts paid, amounts owing, retentions held, and balances to complete.

#### 1.4 WAIVERS

- A. All Applications for Payment must be accompanied by a Sworn Statement and applicable waivers.
- B. Sample “partial” and “full” waivers follow as Pages 4 and 5 of this section.

#### 1.5 APPLICATION AND CERTIFICATE FOR PAYMENT

- A. For additional information and instructions on the Application and Certificate for Payment, please reference Section 01045.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION (Not Applicable)

***Sworn Statement***

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ Being duly sworn, deposes and says that

\_\_\_\_\_, Is the Contractor for an improvement to the following

described real property situated in \_\_\_\_\_ COUNTY, MICHIGAN, known as

\_\_\_\_\_. That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages for fringe benefits and withholdings is due but unpaid, with whom the contractor has subcontracted for performance under the the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows on Page 2.

That the contractor has not procured materials from, or subcontracted with, any other person than those set forth and owes no money for the improvement other than the sums set forth.

Deponent further says that he or she makes the foregoing statement as the contractor for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth and except for claims of Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

\_\_\_\_\_  
Deponent Signature

\_\_\_\_\_  
Deponent Name – Typewritten

\_\_\_\_\_ County, Michigan

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Name – Typewritten

My commission expires: \_\_\_\_\_

Warning to the owner; an owner or lessee of the above described property may not rely on this sworn statement to avoid the claim of a subcontractor, supplier, or laborer who has provided a notice of furnishing or a laborer who may provide a notice of furnishing pursuant to Section 109 of the Construction Lien Act to the designee or the owner of lessee if the designee is not named or has died.

Warning to the deponent; a person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 50.1110 of the Michigan Compiled Laws.

Sworn Statement Continued						
Project Owner:	Telephone:				Lender:	
Project Name:	Project Location:				Date:	
Name of Subcontractor Supplier or Laborer	Description of Work	Total Contract Price	Amount Paid	Amount Currently Owing	Retainage to Date	Balance to Complete
TOTAL						

### PARTIAL UNCONDITIONAL WAIVER

I/we have a contract with \_\_\_\_\_  
(other contracting party)

to provide \_\_\_\_\_ for the improvements to the  
property described as \_\_\_\_\_

\_\_\_\_\_

and by signing this waiver waive my/our construction lien in the amount of \$ \_\_\_\_\_,

for labor/materials provided through \_\_\_\_\_  
(date of draw cutoff or actual payment)

This waiver, together with all previous waivers, if any (circle one) does/does not cover all amounts due me/us for contract improvement provided through the date shown above.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

#### STATEMENT OF ACCOUNT

Contract Price	\$ _____
Extras	\$ _____
Deduct Credit	\$ _____
Previously Paid	\$ _____
Retention	\$ _____
Balance	\$ _____
This Payment	\$ _____
Balance Remain	\$ _____

Signed on: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Lien Claimant)

\_\_\_\_\_  
(Signature of Lien Claimant)

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**FULL UNCONDITIONAL WAIVER**

My/our contract with \_\_\_\_\_ to provide  
(other contracting party)

\_\_\_\_\_ for the improvement of the property described as

\_\_\_\_\_

\_\_\_\_\_ having been

fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Printed Name of Lien Claimant)

\_\_\_\_\_  
(Signature of lien claimant)

Signed on: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic

## SECTION 01053 – CHANGE ORDERS

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. The Change Order Document is the legal instrument used to modify the Contract Document.
- B. A sample Change Order follows in this Section.

#### 1.2 PROCESSING OF CHANGE ORDERS

- A. Four (4) original Change Orders shall be prepared by the Owner and forwarded to the Contractor.
- B. Signed Change Orders shall be returned to the Owner for document recording process. The Owner shall then forward one (1) original to the contractor.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION (Not Applicable)

ALCONA HEALTH CENTER  
Alpena, MI

1209 US 23 N  
2023 New Clinic



## CHANGE ORDER

---

**Project No:**  
**Change Order No:**  
**Contract Date:**  
**Contract No:**

---

Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

---

Owner:

\_\_\_\_\_

Construction Manager:

\_\_\_\_\_

---

It is hereby agreed to make the following changes to the Contract:

**Item**

**Amount:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

This work described by the Change Order becomes part of and is to be performed by the same terms as the existing Contract. This Change Order must be signed by the Owner, Contractor, and the Construction Manager to be valid.

The Original Contract Sum..... \$

Net change by previously authorized Change Orders..... \$

The Contract Sum prior to this Change Order ..... \$

The Contract Sum will be \_\_\_\_\_ by this Change Order ..... \$

The new Contract Sum including this Change Order is..... \$

**Contractor:** \_\_\_\_\_

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CM:** \_\_\_\_\_

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

END OF SECTION 01053

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## SECTION 01055 – FIELD ENGINEERING

### PART 1 - GENERAL

#### 1.1 LAYOUT AND MEASUREMENT

- A. The responsibility for accurate layout and measurement of the Work of each Contract is their own. In addition, each contractor shall verify the dimensional accuracy of the work upon which their own Work relies before they begin their Work. They shall report all inaccuracies to the Owner and shall not proceed until all corrections are made. If a Contractor proceeds with their Work on dimensionally inaccurate Work of another Contractor, they shall be liable for the cost of correction to their own Work when the error is corrected and shall cooperate in the correction as directed by the Owner.
- B. The Owner will provide a benchmark and baseline for all Contractors to reference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01055

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SECTION 01060 – WAGE DETERMINATION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This project does not require prevailing wage

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01060

ALCONA HEALTH CENTER  
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## SECTION 01200 – PROJECT MEETINGS

### PART 1 - GENERAL

#### 1.1 PRE-CONSTRUCTION MEETINGS

- A. Prior to the initiation of on-site construction, a meeting may be held with the Contractor for the purpose of planning, scheduling, and coordinating an orderly initiation of on-site construction activity.

#### 1.2 PROGRESS AND PROJECT MEETINGS

- A. Contractors' active on-site shall be required to attend Progress and Project Meetings when called by the Owner or their representative. These meetings are for the purpose of planning and assessing construction progress and for discussing problems of mutual concern.
- B. All decisions, instructions, and interpretations given by the Owner or their designated representative at these meetings shall be conclusive, and shall be binding on the Contractors.
- C. The proceedings of such meetings will be recorded and posted. Copies will be forwarded to all Contractors.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

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## SECTION 01400 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 QUALITY CONTROL

- A. Quality-control services include inspections, tests, and related actions including reports, performed by Contractor, by independent agencies, and by governing authorities.
- B. Owner may employ and pay a qualified independent testing agency to perform tests and inspections specified in other Sections, and those required by authorities having jurisdiction.
- C. Contractors shall cooperate with the Laboratory to facilitate the execution of this service.
  - 1. Provide access to Work to be tested.
  - 2. Contractors shall notify the Owner sufficiently in advance of operations to allow assignment of personnel and scheduling of tests.
- D. Employment of the Laboratory shall in no way relieve the Contractor's obligation to maintain the quality of their work.
- E. Retesting: Contractor shall pay for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements.
- F. Duties of Testing Agency: Testing agency shall cooperate with Owner and Contractor in performing its duties. Agency shall provide qualified personnel to perform inspections and tests.
  - 1. Agency shall notify Owner and Contractor of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Agency shall not release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
  - 3. Agency shall not perform duties of Contractor.
- G. Submittals: Testing agency shall submit a certified written report of each inspection and test to the following:
  - 1. Owner.
  - 2. Contractor.
  - 3. Authorities having jurisdiction, when authorities so direct.
- H. Report Data: Reports of each inspection, test, or similar service shall include at least the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making the inspection or test.
  - 6. Designation of the Work and test method

7. Identification of product.
  8. Complete inspection or test data.
  9. Test results and an interpretation of test results.
  10. Ambient conditions at the time of sample taking and testing.
  11. Comments or professional opinion on whether inspected or tested Work complies with requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting or reinspection.
- I. Qualifications for Service Agencies: Engage inspection and testing service agencies that are prequalified as complying with the American Council of Independent Laboratories' "Quality Assurance Manual" and that specialize in the types of inspections and tests to be performed.
1. Each agency shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.
- J. Any Contractor who compounds a mistake by installing their product on another Contractor's obviously faulty work will assume responsibility for repair of said work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01400

## SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

### PART 1 – GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Standards: Comply with NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations"; ANSI A10 Series standards for "Safety Requirements for Construction and Demolition"; and NECA Electrical Design Library's "Temporary Electrical Facilities."
  - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70.
- B. At the earliest possible time, change over from use of temporary utility services to use of permanent utilities.
- C. Remove temporary facilities and controls before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

### PART 2 – PRODUCTS (NOT APPLICABLE)

### PART 3 - EXECUTION

#### 3.1 TEMPORARY UTILITIES

- A. Temporary 120v electrical service will be available.
- B. Contractor to provide temporary lighting for general illumination and safety.
  - 1. Contractor shall maintain temporary lighting for the entire period of use.
- C. Provide temporary weather-tight and secure closures to exterior openings to permit acceptable working conditions and protection of the work. Provide temporary partitions (and ceilings) as required to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
- D. One on-site location will be made available for access to temporary water. Drinking water and supplies are the responsibility of the contractor.
- E. Owner shall provide a portable toilet.
- F. Contractor shall have an approved fire extinguisher in the immediate area of construction.
- G. Contractor will provide their own dumpster for debris removal.

- H. Contractors are to perform a daily clean-up of all work areas.

3.2 DUST CONTROL

- A. Contractor will provide dust control, which may include temporary partitions, mats, sweeping compound, etc.

END OF SECTION 01500

## SECTION 01530 – SAFETY

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. Safety is the responsibility of each individual Contractor. Each Contractor shall comply with all local safety ordinances, OSHA, and MIOSHA regulations and requirements while performing the Work.
- B. Each contractor is required to submit bound Material Safety Data Sheets (MSDS) to the Owner, to be used for reference only, prior to the material/chemical on site. In addition, it is the responsibility of each Contractor to maintain an accessible MSDS file for their employees, subcontractors, and suppliers on site.
- C. Each Contractor shall submit evidence of an Employee Safety Program that complies with current OSHA and MIOSHA regulations and requirements prior to beginning any contract Work.
- D. Each Contractor and their Subcontractor(s), Sub-subcontractors, and Supplier(s) shall take all necessary precautions to ensure the safety of the public and /or workers on the job, and to prevent accidents or injury to any persons, on, about, or adjacent to the premises where the Work is being performed. The Contractor and their Subcontractor(s), Sub-subcontractors, and Supplier(s) shall comply with Federal or State OSHA regulations and other laws, codes, ordinances, and regulations relative to safety and prevention of accidents.
- E. The Contractor shall designate a responsible representative at the jobsite as a Safety representative who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, codes, ordinances, and regulations pertaining to safety and prevention of accidents.

### PART 2 – PRODUCTS (Not Applicable)

### PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01530

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SECTION 01540 – SECURITY

PART 1 - GENERAL

1.1 SECURITY

- A. Each Contractor shall bear full responsibility for protecting equipment, materials, and tools from damage, loss and vandalism.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01540

ALCONA HEALTH CENTER  
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## SECTION 01600 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Provide products of same kind from a single source.
- B. Provide materials made in the United States of America, unless there is none available.
- C. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
  - 1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
  - 2. Deliver in manufacturer's original sealed packaging with labels and written instructions for handling, storing, protecting, and installing.
  - 3. Inspect to ensure compliance with the Contract Documents and to ensure items are undamaged and properly protected.
  - 4. Store heavy items in a manner that will not endanger supporting construction.
  - 5. Store items subject to damage aboveground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.

### PART 2 - PRODUCTS

#### 2.1 PRODUCT OPTIONS

- A. Provide items that comply with the Contract Documents, are undamaged, and are new at the time of installation.
  - 1. Provide products and equipment complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- C. Select products as follows:
  - 1. Where these Specifications name only a single product or manufacturer, provide the item indicated. No substitutions will be permitted.
  - 2. Where these Specifications name 2 or more products or manufacturers, provide 1 of the items indicated. No substitutions will be permitted.
  - 3. Where products or manufacturers are specified by name, accompanied by the term "or equal," comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.

4. Where these Specifications describe a product and list characteristics required, with or without naming a brand or trademark, provide a product that complies with the characteristics and other requirements.
  5. Where these Specifications require compliance with performance requirements, provide products that comply and are recommended in writing by the manufacturer for the application.
  6. Where these Specifications require compliance with codes, regulations, or reference standards, select a product that complies with the codes, regulations, or reference standards.
- D. Unless otherwise indicated, Owner will select color, pattern, and texture of any product from manufacturer's full range of options.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Reasonable and timely requests for substitutions will be considered. Substitutions include changes proposed by the Contractor after award of the Contract, in products and methods of construction required by the Contract Documents.
1. Do not submit unapproved substitutions on Shop drawings.
- B. Submit 4 copies of each request for product substitution. Identify product to be replaced, provide complete documentation showing compliance of proposed substitution with all specified requirements, and include the following:
1. A full comparison with the specified product.
  2. A list of changes to other Work required to accommodate the substitution.
  3. Any proposed changes in the Contract Sum or Contract Time should the substitution be accepted.
- C. Owner will review the proposed substitution and notify Contractor of its acceptance or rejection.

## PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

## SECTION 01700 - EXECUTION REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.
- B. Operation and Maintenance Data: Organize data into 3-ring binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following:
  - 1. Emergency instructions.
  - 2. Spare parts list.
  - 3. Copies of warranties.
  - 4. Wiring diagrams.
  - 5. Shop Drawings and Product Data.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 CUTTING AND PATCHING

- A. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

#### 3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.

### 3.3 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
1. Remove labels that are not permanent.
  2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
  3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
  4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
  5. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

### 3.4 CLOSEOUT PROCEDURES

- A. Request Substantial Completion inspection once the following are complete:
1. Advise Owner of pending insurance changeover requirements.
  2. Submit three (3) sets of Record Drawings and Specifications, maintenance manuals, warranties, and similar record information to the Owner.
  3. Deliver spare parts, extra stock, and similar items.
  4. Change over locks and transmit keys to Owner.
  5. Complete startup testing of systems and instruction of operation and maintenance personnel.
  6. Remove temporary facilities and controls.
  7. Complete final cleanup.
  8. Touch up, repair, and restore marred, exposed finishes.
  9. Obtain final inspections from authorities having jurisdiction.
  10. Obtain certificate of occupancy.
- B. Upon receipt of a request for inspection, Owner will proceed with inspection or advise Contractor of unfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
- C. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. Include a detailed review of the following:
1. Startup and shutdown.
  2. Emergency operations and safety procedures.
  3. Noise and vibration adjustments.
  4. Maintenance manuals.
  5. Spare parts, tools, and materials.
  6. Lubricants and fuels.
  7. Identification systems.
  8. Control sequences.
  9. Hazards.
  10. Warranties and bonds.

- D. Request inspection for certification of final acceptance and final payment, once the following are complete:
  - 1. Submit final payment request with releases of liens and supporting documentation. Include insurance certificates.
  - 2. Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
  - 3. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
  - 4. Submit consent of surety to final payment.
- E. Owner will re-inspect the Work on receipt of notice that the Work has been completed.
  - 1. On completion of re-inspection, Owner will prepare a certificate of final acceptance. If the Work is incomplete, Owner will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

END OF SECTION 01700

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## SECTION 02000 – LANDSCAPE WORK

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. These general requirements apply to all landscape operations. Refer to specification sections for specific general, product, and execution requirements.

#### 1.2 QUALITY ASSURANCE

- A. Comply with all applicable local, state and federal requirements regarding materials, methods of work, and disposal of excess and waste materials
- B. Obtain and pay for all required inspections, permits, and fees. Provide notices required by governmental authorities.

#### 1.3 PROJECT CONDITIONS

- A. Locate and identify existing underground and overhead services and utilities within contract limit work areas. Provide adequate means of protection of utilities and services designated to remain. Repair utilities damaged during site work operations at Contractor's expense.
- B. When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.
- C. Protect existing buildings, paving, and other services or facilities on site and adjacent to the site from damage caused by work operations. Cost of repair and restoration of damaged items at Contractor's expense.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Materials and equipment: As selected by Contractor, except as indicated.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Examine the areas and conditions under which work is to be performed. Do not proceed with the work until unsatisfactory conditions are corrected.
- B. Consult the available records and drawings of adjacent work and of existing services and utilities which may affect work operations, as provided by owner

END OF SECTION 02000

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## SECTION 02230 - SITE CLEARING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Protect remaining site improvements from damage. Restore damaged work to condition existing before start of site clearing.
- B. Protect remaining trees and shrubs from damage and maintain vegetation. Employ a licensed arborist to repair tree and shrub damage. Restore damaged vegetation. Replace damaged trees that cannot be restored to full growth, as determined by arborist.
- C. Do not store materials or equipment or permit excavation within drip line of remaining trees.
- D. Determine location of existing utility services before site clearing. Comply with local utility service requirements.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 SITE CLEARING

- A. Install erosion and sedimentation control measures before site clearing.
- B. Remove trees, shrubs, grass, and other vegetation, site improvements, or obstructions to permit installation of new construction. Removal includes digging out and off-site disposal of stumps and roots.
- C. Strip topsoil. Stockpile topsoil that will be reused in the Work.
- D. In areas not to be further excavated, fill depressions resulting from site clearing. Place and compact satisfactory soil materials in 6-inch thick layers to density of surrounding original ground.
- E. Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted.

END OF SECTION 02230

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## SECTION 02300 - EARTHWORK

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by Owner. Unauthorized excavation and remedial work shall be at Contractor's expense.
- B. This site is a "facility" under Part 201, it is required that any soil removed from the be sent to a landfill for disposal or be characterized and determined not be contaminated.
  - 1. Environmental & Asbestos Services, Inc., PO Box 6, Alpena, MI 49707, (989) 356-8764, has performed the environmental assessment on this site.
- C. Excavator is responsible for notification to MissDig for utility stake out.
- D. Barricade any excavations to maintain a safe work site
- E. Backfill in seeded or landscaped areas with black dirt for seeding.
- F. Do not interrupt existing utilities serving facilities occupied by Owner. Provide temporary utility services.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Satisfactory Soil: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, or other deleterious matter.
- B. Unsatisfactory Soil: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- C. Backfill and Fill: Satisfactory soil materials.
- D. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- E. Bedding: Subbase materials with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and not more than 5 percent passing a No. 8 sieve.

### PART 3 - EXECUTION

#### 3.1 EARTHWORK

- A. Protect subgrades and foundation soils from softening and damage by water, freezing temperatures, or frost.
- B. Explosives: Do not use explosive.
- C. Excavate to subgrade elevations regardless of character of materials and obstructions encountered.
- D. Excavate for structures, building slabs, pavements, and walkways. Trim subgrades to required lines and grades.
- E. Utility Trenches: Excavate trenches to indicated slopes, lines, depths, and invert elevations. Maintain 12 inches of working clearance on each side of pipe or conduit.
  - 1. Place, compact, and shape bedding course to provide continuous support for pipes and conduits over rock and other unyielding bearing surfaces and to fill unauthorized excavations.
  - 2. Place and compact initial backfill of satisfactory soil material or subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit. Place and compact final backfill of satisfactory soil material to final subgrade.
- F. Plow strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal to receive fill.
- G. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface, pulverize, moisture-condition or aerate soil, and recompact.
- H. Place backfill and fill in layers not more than 8 inches in loose depth at optimum moisture content. Compact each layer under structures, building slabs, pavements, and walkways to 95 percent of maximum dry density according to ASTM D 1557; elsewhere to 90 percent.
- I. Grade areas to a smooth surface to cross-sections, lines, and elevations indicated. Grade lawns, walkways, and unpaved subgrades to tolerances of plus or minus 1-1/4 inch and pavements and areas within building lines to plus or minus 1/2 inch.
- J. Under pavements and walkways, place subbase course material on prepared subgrades and compact at optimum moisture content to required grades, lines, cross-sections, and thicknesses.
- K. Under slabs-on-grade, place drainage fill on prepared subgrade and compact to required cross-section and thickness.
- L. Allow testing agency to inspect and test each subgrade and each fill or backfill layer and verify compliance with requirements.
- M. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 02485 – SEEDING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide seed lawns as shown and specified. The work includes:

1. Soil preparation.
2. Seeding lawns and other indicated areas
3. Mulching.
4. Reconditioning existing lawns

B. Related work:

1. Section 02300: Earthwork.

1.2 QUALITY ASSURANCE

- A. Comply with Section 02000 requirements.
- B. Comply with all Michigan State Certification seed standards.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver seed and fertilizer materials in original unopened containers showing weight, analysis, and name of manufacturer. Store in a manner to prevent wetting and deterioration.

1.4 PROJECT CONDITIONS

- A. Work notification: Notify Owner at least five (5) working days prior to installation of plant material.
- B. Protect existing utilities, paving, and other facilities from damage caused by landscaping operations. Call MissDig to mark underground utilities a minimum of 48 hours before digging.
- C. Perform seeding work only after planting and other work affecting ground surface has been completed.
- D. The Owner is responsible for restricting traffic from lawn areas upon notification of completion of work.
- E. Provide hose and lawn watering equipment as required. Owner to provide water on site.

## 1.5 WARRANTY

- A. The Contractor warrants all seeded areas to be installed according to specifications, until accepted by Owner.
- B. Disclaimer - Acts of God and other conditions beyond the landscape contractor's control such as vandalism shall not be the responsibility of the landscape contractor. Any over-seeding or re-grading contributed to this must be in addition to the contract amount.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Lawn seed: Recommendation of seed mix from local extension service for that area. Fresh, clean, and new crop seed mixture. Seed to average 90% germination.
  - 1. Kentucky Bluegrass 50%
  - 2. Pennlawn Fescue 20%
  - 3. Creeping Red Fescue 20%
  - 4. Red Top 10%
- B. Fertilizer:
  - 1. Granular, non-burning product composed of not less than 50% organic, slow acting, guaranteed analysis professional fertilizer.
  - 2. Starter fertilizer containing 10% nitrogen, 10% phosphoric acid, and 10% potash by weight, or similar approved composition.
- C. Ground limestone: Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve.
- D. Mulch:
  - 1. Straw: Clean oat or wheat straw well seasoned before baling, free from mature seed-bearing stalks or roots of prohibited or noxious weeds. Should be free of rot and mildew.
  - 2. Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by Contractor. Water provided by Owner on site.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start seeding work until unsatisfactory conditions are corrected.

### 3.2 PREPARATION



- A. Limit preparation to areas which will be immediately seeded.
- B. Loosen topsoil of lawn areas to minimum depth of 3", if compacted. Remove stones over 1" in any dimension, sticks, roots, rubbish, and extraneous matter.
- C. Apply limestone at a rate to adjust pH of topsoil to not less than 5.5 nor more than 6.8. Distributed evenly by machine and incorporate thoroughly into topsoil.
- D. Apply fertilizer to indicated turf areas at a rate equal to 1.0 lb. of actual nitrogen per 1,000 sq. ft. (220 lbs./acre).
- E. Grade lawn areas to a smooth, free-draining, even surface with a loose, moderately coarse texture.
- F. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.

### 3.3 INSTALLATION

- A. Seeding:
  - 1. Seed immediately after preparation of bed. Spring seeding between March 1 and June 15 and fall seeding between August 15 and November 1, or at such other times acceptable to the Owner's Representative.
  - 2. Seed indicated areas within contract limits. Areas outside contract limits disturbed as a result of construction operations will be charged according to area and in addition to contract.
  - 3. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two (2) directions, at right angles to each other.
  - 4. Sow grass seed at a rate recommended by type of seed used.
  - 5. Incorporate seed into top 1/8" of soil and roll.
- B. Mulching:
  - 1. Place straw or fiber mulch on seeded areas within 24 hours after seeding.
  - 2. Place straw mulch uniformly in continuous blanket at the rate of 2 ½ tons per acre, or 2 bales per 1,000 sq. ft. of area. A mechanical blower may be used for straw mulch application when acceptable to the Owner's Representative.
  - 3. Secure straw to soil by approved methods.

### 3.4 MAINTENANCE

- A. Maintenance of installed and accepted seeded lawns will be performed by the Owner.
- B. Sections of the work may be accepted when complete upon agreement of the Owner's Representative and the Contractor.
- C. Upon acceptance, the Owner will assume lawn maintenance.

### 3.5 CLEANING

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- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.

END OF SECTION 02485

## SECTION 02741 - HOT-MIX ASPHALT PAVING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data and hot-mix asphalt design mixes.
- B. Comply with recommendations of AI's "The Asphalt Handbook."

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix aggregate-asphalt plant mixes as follows:
  - 1. Base Course: 1 ½" 13A asphalt mix.
  - 2. Surface Course: 1 ½" 13A asphalt mix.
- B. Tack Coat: ASTM D 977, emulsified asphalt or ASTM D 2397, cationic-emulsified asphalt, slow setting.
- C. Pavement-Marking Paint: FS TT-P-115, Type I, or AASHTO M-248, Type N, alkyd-resin type.
- D. Aggregate Base: Gravel base course shall be 22A aggregate, graded in accordance with the plans.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION AND PREPARATION

- A. Verify gradients and elevations of sub-base. Verify that sub-base is properly prepared to support the imposed loads and is sloped to drain.

#### 3.2 AGGREGATE BASE COURSE

- A. Fill areas to contours and elevations using uniform unfrozen materials.
- B. Provide aggregate base course minimum thickness of 8", compacted to 98%. Finish elevation of aggregate base course shall accommodate design thickness of asphalt.
- C. Aggregate surface shall be smooth, even, hard, free from voids and to proper grade.

3.3 PAVING

- A. Prime coat compacted-aggregate base and allow to cure for 72 hours.
- B. Tack coat existing asphalt or concrete surfaces and allow tack coat to cure undisturbed.
- C. Place hot-mix asphalt to required grade, cross-section, and thickness. Promptly correct surface irregularities in paving course.
- D. Compact each hot-mix asphalt course to an average density of 96 percent of reference laboratory density according to ASTM D 1559, within thickness and surface tolerances recommended in AI's "The Asphalt Handbook."
- E. Remove and restore paved areas that are defective or contaminated.
- F. Apply pavement-marking paint with mechanical equipment to a minimum wet film thickness of 15 mils.

END OF SECTION 02741

## SECTION 03300 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Comply with ASTM C 94; ACI 301, "Specifications for Structural Concrete for Buildings"; ACI 318, "Building Code Requirements for Structural Concrete"; and CRSI's "Manual of Standard Practice."

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Deformed Reinforcing Bars: ASTM A 615, Grade 60 (ASTM A 615M, Grade 420).
- B. Welded Steel Wire Fabric: ASTM A 185, flat sheets, not rolls.
- C. Portland Cement: ASTM C 150, Type 1.
- D. Fly Ash: ASTM C 618, Type F.
- E. Aggregates: ASTM C 33, Class 4S.
- F. Fiber Reinforcement: ASTM C 1116, Type III, engineered polypropylene fibers.
- G. Air-Entraining Admixture: ASTM C 260.
- H. Chemical Admixtures: ASTM C 494, water reducing, water reducing and accelerating.
- I. Vapor Retarder: Clear 8-mil thick polyethylene.
- J. Vapor Intrusion System: Cupolex H26 Vapor Intrusion System.
- K. Liquid Membrane-Forming Curing Compound: ASTM C 309, clear, Type I, Class B, waterborne.
- L. Vapor Intrusion System: Cupolex Building Systems U.S.A. LLC.
  - 1. Cupolex H26 Plastic Dome Shaped Concrete Forms
    - a) Beton Stop® for closing open side of Cupolex form

## 2.2 MIXES

- A. Proportion normal-weight concrete mixes to provide the following properties:
  - 1. Compressive Strength:
    - a) Foundation and footings: 3000 psi at 28 days.
    - b) Interior slab on grade: 3500 psi at 28 days.
    - c) Exterior slab on grade: 4000 psi at 28 days.
  - 2. Slump Limit: 4 inches at point of placement.
  - 3. Air Content: 5.5 to 7.0 percent for concrete exposed to freezing and thawing, 2 to 4 percent elsewhere.

## PART 3 - EXECUTION

### 3.1 CONCRETING

- A. Construct formwork and maintain tolerances and surface irregularities within ACI 117 limits of Class A for concrete exposed to view and Class C for other concrete surfaces.
- B. Place vapor retarder on prepared subgrade, with joints lapped 6 inches and sealed.
- C. Accurately position, support, and secure reinforcement.
- D. Install construction, isolation, and control joints.
- E. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment.
- F. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placing, and curing.
- G. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material; rough-formed finish elsewhere.
- H. Begin curing unformed concrete after finishing. Apply membrane-forming curing compound to concrete.
- I. Owner may engage a testing agency to perform tests and to submit test reports.
- J. Protect concrete from damage. Repair surface defects in concrete.

END OF SECTION 03300

## SECTION 04810 - UNIT MASONRY ASSEMBLIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Comply with ACI 530.1/ASCE 6/TMS 602.

### PART 2 - PRODUCTS

#### 2.1 MASONRY UNITS

- A. Concrete Masonry Units: ASTM C 90; Weight Classification, Lightweight Type II, nonmoisture-controlled units.
  - 1. Special shapes for lintels, corners, jambs, sash, control joints, and other special conditions.
  - 2. Square-edged units for outside corners, unless otherwise indicated.
  - 3. Polished face, mid-score, as indicated on the drawings.
    - a) Color to match adjacent buildings.
  - 4. Polished face, as indicated on the drawings.
    - a) Color to match adjacent buildings.
  - 5. Split-face, as indicated on the drawings.
    - a) Color to match adjacent buildings.
- B. Special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view

#### 2.2 MORTAR

- A. Mortar: ASTM C 270, Proportion Specification.
  - 1. Masonry Cement: Any brand is acceptable.
  - 2. Do not use calcium chloride in mortar.
  - 3. For masonry below grade, in contact with earth, reinforced masonry, and where indicated, use Type M.
  - 4. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions, and for other applications where another type is not indicated, use Type N.

#### 2.3 JOINT REINFORCEMENT, TIES, AND ANCHORS

- A. Provide joint reinforcement formed from galvanized carbon-steel wire, ASTM A 153, Class B-2, for exterior walls.
  - 1. Wire Diameter for Side Rods: 0.1483 inch.

2. Wire Diameter for Cross Rods: 0.1483 inch.
  3. For single-wythe masonry, provide truss design.
- B. Veneer Anchors: 2-piece adjustable masonry veneer anchors allowing vertical or horizontal differential movement between veneer and wall framing parallel to plane of wall but resisting tension and compression forces perpendicular to it, for attachment over sheathing to studs, and acceptable to authorities having jurisdiction.
1. Manufacturer: Any

## 2.4 EMBEDDED FLASHING MATERIALS

- A. Rubberized Asphalt Sheet Flashing: Pliable and highly adhesive rubberized asphalt compound, 26 mils thick, bonded to a polyethylene film, 4 mils thick, to produce an overall thickness of 30 mils.

## 2.5 MISCELLANEOUS MASONRY ACCESSORIES

- A. Weep Holes: Round polyethylene tubing, 3/8-inch OD.
- B. Extruded-Polystyrene Board Insulation: ASTM C 578, Type IV.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Cut masonry units with motor-driven saws. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Mix units for exposed unit masonry from several pallets or cubes as they are placed to produce uniform blend of colors and textures.
- C. Stopping and Resuming Work: In each course, rack back units; do not tooth.
- D. Fill cores in hollow concrete masonry units with grout 24 inches under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.
- E. Build non-load-bearing interior partitions full height and install compressible filler in joint between top of partition and underside of structure above.
- F. Tool exposed joints slightly concave when thumbprint hard, unless otherwise indicated.
- G. Keep cavities clean of mortar droppings and other materials during construction. Strike joints facing cavities flush.

### 3.2 LINTELS

- A. Minimum bearing of 8 inches at each jamb, unless otherwise indicated.



### 3.3 CLEANING

- A. Final Cleaning: After mortar is thoroughly set and cured, remove large mortar particles and scrub unit masonry.
  - 1. Wet wall surfaces with water, apply cleaner, and then remove cleaner by rinsing thoroughly with clear water.

END OF SECTION 04810

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## SECTION 05400 - COLD-FORMED METAL FRAMING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Engineer, fabricate, and erect cold-formed metal framing to withstand design loads within the following limits.
  - 1. Vertical Interior Assembly: 5 psf positive or negative.
  - 2. Horizontal Interior Assembly: 40 psf Live Load
  - 3. Maximum allowable deflection: Lateral deflection of  $L/360$ .
- B. Calculate structural characteristics of cold-formed metal framing according to AISI's "Specification for the Design of Cold-Formed Steel Structural Members."
- C. Comply with AWS D1.1, "Structural Welding Code--Steel," and AWS D1.3, "Structural Welding Code--Sheet Steel."
- D. Protect cold-formed metal framing from corrosion and other damage during delivery, storage, and handling.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Steel Studs: ASTM A446, sheet steel 'C' channel shape, solid web, minimum 20 gage, size as noted on drawings, galvanized to G-60 coating class, Grade 33.
- B. Stud Track: Formed steel, channel shaped same width and gage as stud, solid web, galvanized to G-90 coating class.
- C. Deflection Track: Formed steel, deep leg runner slip track, 3" leg length, 20 gage.

#### 2.2 ACCESSORIES

- A. Steel Shapes and Clips: Formed steel, with same gage as stud, galvanized to G-90 coating class.
- B. Mechanical Fasteners: Corrosion-resistant coated, self-drilling, self-threading steel drill screws.
- C. Galvanizing Repair Paint: SSPC-Paint 20.

## PART 3 - EXECUTION

### 3.1 FRAMING

- A. Install framing and accessories level, plumb, square, and true to line, and securely fasten. Temporarily brace framing.
- B. Fasten framing members by welding or screw fastening.
- C. Install insulation in built-up exterior framing members.
- D. Fasten reinforcement plates over web penetrations larger than standard punched openings.
- E. Studs: Install, align, and securely anchor continuous tracks to supporting structure. Squarely seat studs against webs of top and bottom tracks. Space studs as indicated; plumb, align, and fasten both flanges of studs to top and bottom track.
  - 1. Install miscellaneous connections, accessories, and supplementary framing.

END OF SECTION 05400

## SECTION 06100 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit model code evaluation reports for engineered wood products.

### PART 2 - PRODUCTS

#### 2.1 LUMBER, GENERAL

- A. Dressed lumber, S4S, 15 percent maximum moisture content for 2-inch thickness or less, marked with grade stamp of inspection agency.

#### 2.2 TREATED MATERIALS

- A. Preservative-Treated Materials: AWP C2 lumber and AWP C9 plywood, labeled by an inspection agency approved by ALSC's Board of Review. After treatment, kiln-dry lumber and plywood to 15 percent moisture content. Treat indicated items and the following:
  - 1. Concealed members in contact with masonry or concrete.
  - 2. Wood floor plates installed over concrete slabs directly in contact with earth.
- B. Fire-Retardant-Treated Materials: AWP C20 lumber and AWP C27 plywood, interior Type A treatment, labeled by a testing and inspecting agency acceptable to authorities having jurisdiction.
  - 1. Use treated lumber and plywood with bending strength, stiffness, and fastener-holding capacities that are not reduced below values published by manufacturer of chemical formulation under elevated temperature and humidity conditions.

#### 2.3 LUMBER

- A. Dimension Lumber: The following grades per inspection agency indicated.
  - 1. Non-Load-Bearing Interior Partitions: Light gauge metal framing
  - 2. Framing other than Non-Load-Bearing Partitions: SPF No. 2 or better, or as noted on drawings.
- B. Miscellaneous Lumber: No. 2 or Standard grade of any species for nailers, blocking, and similar members.

#### 2.4 ENGINEERED WOOD PRODUCTS

- A. Engineered wood products acceptable to authorities having jurisdiction and with allowable design stresses, as published by manufacturer, which meet or exceed those indicated. Manufacturer's published values shall be demonstrated by comprehensive testing.
  - 1. Laminated-Veneer Lumber: Laminated with an exterior-type adhesive complying with ASTM D 2559, with grain of veneers parallel to their lengths.

2. Parallel-Strand Lumber: Laid up from wood strands with exterior-type adhesive complying with ASTM D with grain of strands parallel to their lengths.

## 2.5 MISCELLANEOUS PRODUCTS

- A. Air-Infiltration Barrier: Polyolefin material complying with ASTM E 1677, Type I, with minimum water-vapor transmission of 10 perms.
- B. Fasteners: Size and type indicated. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel.
  1. Power-Driven Fasteners: CABO NER-272.
  2. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- C. Metal Framing Anchors: Hot-dip galvanized steel of structural capacity, type, and size indicated.
- D. Sill-Sealer: Foam sill sealer.
- E. Adhesives for Field Gluing Panels to Framing: APA AFG-01.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Fit rough carpentry to other construction; scribe and cope for accurate fit. Correlate location of furring, blocking, and similar supports to allow attachment of other construction.
- B. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  1. 2009 Michigan Building Code
- C. Use hot-dip galvanized or stainless-steel nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.
- D. Installation of Structural-Use Panels: Comply with applicable recommendations contained in APA Form No. E30 and as follows:
  1. Subflooring: Glue and nail to framing.
  2. Sheathing: Nail to framing.

END OF SECTION 06100

## SECTION 06105 - MISCELLANEOUS CARPENTRY

### PART 1 - GENERAL (Not Applicable)

### PART 2 - PRODUCTS

#### 2.1 LUMBER, GENERAL

- A. Dressed lumber, S4S, 15 percent maximum moisture content for 2-inch thickness or less, marked with grade stamp of inspection agency.

#### 2.2 TREATED MATERIALS

- A. Preservative-Treated Materials: AWPAC2 lumber and AWPAC9 plywood, labeled by an inspection agency approved by ALSC's Board of Review. After treatment, kiln-dry lumber and plywood to 15 percent moisture content. Treat indicated items and the following:
  - 1. Concealed members in contact with masonry or concrete.
  - 2. Wood floor plates installed over concrete slabs directly in contact with earth.

#### 2.3 LUMBER

- A. Interior Partition Framing: Standard, Stud: as noted on the plans.
- B. Other Framing: No. 2 grade: as noted on plans.
- C. Exposed Boards: As noted on plans.
- D. Concealed Boards: As noted on plans.
- E. Miscellaneous Lumber: No. 2 or Standard grade of any species for nailers, blocking, and similar members, unless otherwise noted.

#### 2.4 INTERIOR WOOD TRIM

- A. Wood Molding Patterns: Stock moldings indicated, made to patterns included in WMMPA WM 7 and graded under WMMPA WM 4; N-Grade for transparent finish.
- B. Clothes Rods: 1-1/2-inch- diameter, clear, kiln-dried hardwood rods.

#### 2.5 PANEL PRODUCTS

- A. Wood-Based Structural-Use Panels: DOC PS 2. Provide plywood complying with DOC PS 1, where plywood is indicated.
  - 1. Factory mark panels evidencing compliance with grade requirements.
  - 2. Miscellaneous Concealed Panels: APA-rated sheathing, Exposure 1, span rating to suit framing in each location.

3. Miscellaneous Exposed Plywood: A-D Interior, thickness as indicated, but at least 1/2 inch.
- B. Particleboard: Comply with and factory mark each panel according to ANSI A208.1.
  1. Particleboard Underlayment: Grade PBU.
- C. Hardboard Underlayment: ANSI/AHA A135.4, Class 4 (Service), S1S; with back side sanded.

## 2.6 FASTENERS

- A. Fasteners of size and type indicated. Where carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel.
  1. Power-Driven Fasteners: CABO NER-272.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Fit carpentry to other construction; scribe and cope for accurate fit. Correlate location of furring, blocking, and similar supports to allow attachment of other construction.
- B. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.
- C. Countersink nail heads on exposed carpentry work and fill holes with wood filler.
- D. Installation of Structural-Use Panels: Comply with applicable recommendations contained in APA Form No. E30.
- E. Install wood trim with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints.
  1. Match color and grain pattern across joints.
  2. Install trim after gypsum board joint finishing operations are completed.
  3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining trim with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.

END OF SECTION 06105



## SECTION 06176 - METAL-PLATE-CONNECTED WOOD TRUSSES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Engineer, fabricate, and erect metal-plate-connected wood trusses to withstand design loads without exceeding deflection limits of ANSI/TPI 1, "National Design Standard for Metal-Plate-Connected Wood Truss Construction."
- B. In addition to Product Data, submit Shop Drawings and structural analysis data, signed and sealed by a qualified professional engineer engaged by the fabricator who is registered in the state where Project is located.
- C. Engage a fabricator who participates in a recognized quality-assurance program that involves inspection by an independent inspecting and testing agency acceptable to authorities having jurisdiction.
- D. Comply with ANSI/TPI 1; TPI HIB, "Commentary and Recommendations for Handling Installing & Bracing Metal Plate Connected Wood Trusses"; and AFPA's "National Design Specification for Wood Construction" and its "Supplement."
- E. Supply truss drawings stamped by an engineer licensed in the State of Michigan to Owner, Engineer and Building Official.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Dimension Lumber: Comply with DOC PS 20, "American Softwood Lumber Standard," any species, graded visually or mechanically.
- B. Connector Plates: Structural-quality steel sheet, zinc coated, complying with ASTM A 653, Grade 33, G60 coating designation; at least 0.0359 inch thick.
- C. Fasteners: Hot-dip galvanized per ASTM A 153 or stainless steel, Type 304 or 316, where exposed to weather or to high relative humidities. Size and type indicated.
- D. Metal Framing Anchors: Manufactured from hot-dip, zinc-coated steel sheet complying with ASTM A 653, G60 coating designation; structural, commercial, or lock-forming quality, as standard with manufacturer for type of anchor indicated.

## 2.2 FABRICATION

- A. Fabricate wood trusses within manufacturing tolerances of ANSI/TPI 1 and connect truss members by metal connector plates.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install and brace trusses according to recommendations of TPI. Space trusses as indicated; install plumb, square, and true to line; and securely fasten to supporting construction.
- B. Anchor trusses securely at all bearing points using metal framing anchors and fasten securely.
- C. Securely connect each truss ply required for forming built-up girder trusses. Anchor trusses to girder trusses.
- D. Install and fasten permanent bracing during truss erection. Anchor ends of permanent bracing where terminating at walls or beams.
- E. Install wood trusses within installation tolerances of ANSI/TPI 1.
- F. Do not alter, cut, or remove truss members.
- G. Remove and replace wood trusses that are damaged or deficient.

END OF SECTION 06176

## SECTION 06185 - STRUCTURAL GLUED-LAMINATED TIMBER

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data including specifications and installation instructions.
- B. Submit Shop Drawings showing full dimensions of each member and layout of entire structural system. Show large-scale details of connections, connectors, and other accessories.
- C. Standards: Comply with ANSI/AITC A 190.1, "Structural Glued Laminated Timber."
- D. Factory mark each piece of structural glued-laminated timber with AITC quality inspected mark.
  - 1. Place AITC mark on timber surfaces that will not be exposed in completed Work.
- E. Comply with AITC 111, "Recommended Practice for Protection of Structural Glued Laminated Timber During Transit, Storage, and Erection."

### PART 2 - PRODUCTS

#### 2.1 STRUCTURAL GLUED-LAMINATED UNITS

- A. Glued-Laminated Members: Sized per manufacturer's recommendation.
- B. Lumber Species: Per manufacturer.
- C. Appearance: Industrial Grade.
- D. Adhesive: ANSI/AITC A190.1, wet-use type.
- E. Seal Coat: After fabricating and sanding each unit, and end-coat sealing, apply a heavy saturation coat of penetrating sealer on surfaces of each unit.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install structural glued-laminated timber for a close fit and neat appearance of joints. Carefully trim ends to fit connectors, mark and drill for bolts, and seal cuts with end sealer.
- B. Handle and temporarily support members to prevent visible surface damage. When hoisting members into place, use padded or nonmarring slings, and protect corners with wood blocking.
- C. Adequately brace members as they are placed to maintain safe condition until full stability is provided.

END OF SECTION 06185

## SECTION 06200 - FINISH CARPENTRY

### PART 1 - GENERAL (Not Applicable)

### PART 2 - PRODUCTS

#### 2.1 MATERIALS, GENERAL

- A. Lumber Standards: DOC PS 20 and grading rules of inspection agencies certified by American Lumber Standards Committee Board of Review.
- B. Softwood Plywood: DOC PS 1.
- C. Hardwood Plywood: HPVA HP-1.

#### 2.2 STANDING AND RUNNING TRIM

- A. Interior Trim: rift-sawn, clear, kiln-dried pine selected for compatible grain and color, or as noted on the drawings.
- B. Wood Molding Patterns: Stock moldings made to patterns in WMMPA WM 7 and graded under WMMPA WM 4, N-Grade for transparent finish.
- C. Shelving: 3/4-inch plywood with radiused and filled front edge.
- D. Clothes Rods: 1-1/2-inch diameter, clear, kiln-dried hardwood.

#### 2.3 STAIRS AND RAILINGS

- A. Interior Railings: Clear, kiln-dried, railing stock.

#### 2.4 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: hot-dip galvanized steel nails.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Condition finish carpentry in installation areas for 24 hours before installing.
- B. Prime and backprime lumber for painted finish exposed on the exterior.
- C. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Scribe and cut to fit adjoining work. Refinish and seal cuts.

- D. Install standing and running trim with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Stagger joints in adjacent and related trim. Cope at returns and miter at corners.
- E. Select and arrange paneling for best match of adjacent units. Install with uniform tight joints.
- F. Nail siding at each stud. Do not allow nails to penetrate more than one thickness of siding, unless otherwise recommended by siding manufacturer. Seal joints at inside and outside corners and at trim locations.

END OF SECTION 06200

## SECTION 06600 - PLASTIC FABRICATIONS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data and Shop Drawings.
- B. Surface-Burning Characteristics: ASTM E 84, flame-spread rating of 25 or less and smoke-developed rating of 450 or less. Identify products with appropriate markings of applicable testing agency.

### PART 2 - PRODUCTS

#### 2.1 PLASTIC FABRICATIONS

- A. Flat stock, textured Azek or equal

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install plastic fabrications level, plumb, true, and aligned with adjacent materials. Use concealed shims where required for alignment. Scribe and cut to fit adjoining Work.
- B. Install to a tolerance of 1/8 inch in 8 feet for level and plumb. Install adjoining members with 1/16-inch maximum offset for flush installation and 1/8-inch maximum offset for reveal installation.
- C. Install with minimum number of joints practical, using full-length pieces from maximum lengths available. Stagger joints in adjacent and related standing and running trim. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints. Attach pieces at joints with adhesive.
- D. Do not use pneumatic staple guns to drive fasteners.

END OF SECTION 06600

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## SECTION 07210 - BUILDING INSULATION

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data for each type of insulation product specified.
- B. Surface-Burning Characteristics: ASTM E 84, flame-spread ratings of 75 or less and smoke-developed ratings of 450 or less.

### PART 2 - PRODUCTS

#### 2.1 INSULATION PRODUCTS

- A. Extruded-Polystyrene Board Insulation: ASTM C 578, Type VII.
- B. Mineral-Fiber-Blanket Insulation: ASTM C 665, Type I, unfaced with fibers manufactured from glass; and with R-value of 19.
- C. Recycled Cellulosic-Fiber Loose-Fill Insulation: ASTM C 739; chemically treated for flame-resistance, processing, and handling characteristics.
- D. Self-Supported, Spray-Applied, Cellulosic Insulation: ASTM C 1149, wood-based cellulosic fiber, Type II, applied with dry adhesive activated by water during installation; chemically treated for flame-resistance, processing, and handling characteristics.
- E. Closed cell and open cell spray polyurethane foam insulation: ASTM C 1029; spray applied rigid cellular polyurethane thermal insulation.

#### 2.2 ACCESSORIES

- A. Vapor Retarder: Polyethylene, 6 mil thick.
- B. Eave Ventilation Troughs: Preformed, rigid fiberboard or plastic sheets designed and sized to fit between roof framing members and to provide cross-ventilation between attic spaces and vented eaves.
- C. Fasteners: Types and sizes as recommended by building insulation manufacturer.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install insulation in areas and in thicknesses indicated. Cut and fit tightly around obstructions and fill voids with insulation.

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- B. Extend vapor retarder to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage.

END OF SECTION 07210

## SECTION 07311 - ASPHALT SHINGLES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data and Samples.
- B. Identify each bundle of shingles with appropriate markings of UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
  - 1. Fire-Test-Response Classification: Provide shingles classified according to ASTM E 108 or UL 790 as Class A.
  - 2. Wind-Resistance-Test Characteristics: Provide products identical to those that have passed tests according to ASTM D 3161 or UL 997.

### PART 2 - PRODUCTS

#### 2.1 ASPHALT SHINGLES

- A. CetainTeed.
  - 1. Landmark Plus
  - 2. 40 year warranty
  - 3. Color: Weathered Wood, verify with Owner

#### 2.2 ACCESSORIES

- A. Underlayment: Felt, ASTM D 226 or ASTM D 4869, Type I.
- B. Waterproof Underlayment: Minimum 40-mil- thick, self-adhering, polymer-modified, bituminous sheet membrane, complying with ASTM D 1970.
- C. Ridge Vents: Continuous shingleable ridge vent, any manufacturer.
- D. Sheet metal products fabricated from aluminum, ASTM B 209, alloy 3003 H14 with mill finish, minimum 0.024 inch thick.
  - 1. Metal Drip Edge: Brake-formed sheet metal with at least a 2-inch roof deck flange and a 1-1/2-inch fascia flange with a 3/8-inch drip at lower edge. Furnish in lengths of 8 or 10 feet.
  - 2. Metal Flashing: Job-cut to sizes and configurations required.
  - 3. Verify color with Owner
- E. Asphalt Plastic Cement: ASTM D 4586.
- F. Nails: Aluminum or hot-dip galvanized steel conventional roofing nails of sufficient length to penetrate 3/4 inch into solid decking or at least 1/8 inch through plywood sheathing.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with instruction in ARMA's "Residential Asphalt Roofing Manual" or NRCA's "The NRCA Steep Roofing Manual."
- B. Apply waterproof underlayment at eaves and in place of felt underlayment at valleys. Cover deck from eaves to at least 24 inches inside exterior wall line.
- C. Install valleys complying with ARMA and NRCA instructions. Construct closed valleys.
- D. Install metal flashing and trim according to details and instructions of NRCA's "The NRCA Steep Roofing Manual": Section "Asphalt Roofing," and ARMA's "Residential Asphalt Roofing Manual."
- E. Install asphalt shingles with a weather-exposure pattern of per manufacturer's written instructions.
- F. Install ridge vents according to manufacturer's written instructions.

END OF SECTION 07311

## SECTION 07620 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS (Not Applicable)

### PART 2 - PRODUCTS

#### 2.1 FLASHING AND TRIM

- A. Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.
- B. Coil-coat aluminum with 2-coat fluoropolymer Hylar 5000 or Kynar 500 finish.
- C. Finish aluminum gutters, downspouts, and similar exposed units with baked-on, white-acrylic shop finish; 1.0-mil dry film thickness.

#### 2.2 ACCESSORIES

- A. Asphalt Mastic: SSPC-Paint 12, asbestos free, solvent type.
- B. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Comply with SMACNA's "Architectural Sheet Metal Manual." Allow for thermal expansion; set true to line and level. Install Work with laps, joints, and seams permanently watertight and weatherproof; conceal fasteners where possible.
  - 1. Roof-Edge Flashings: Secure metal flashings at roof edges according to FM Loss Prevention Data Sheet 1-49 for specified wind zone.
- B. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
  - 1. Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches, unless pre-tinned surface would show in finished Work.

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- C. Separations: Separate noncompatible metals or corrosive substrates with a coating of asphalt mastic or other permanent separation.

END OF SECTION 07620

## SECTION 07920 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data and color Samples.

### PART 2 - PRODUCTS

#### 2.1 JOINT SEALANTS

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.
- B. Elastomeric Sealant: Comply with ASTM C 920.
  - 1. 2-part, nonsag polysulfide sealant, Type M; Grade NS; Class 12-1/2; Uses NT, M, G, A, and O.
  - 2. One-part, nonsag polysulfide sealant, Type S; Grade NS; Class 12-1/2; Uses T, M, G, A, and O.
  - 3. Multipart, neutral-curing silicone sealant, Type M; Grade NS; Class 25; Uses T, NT, M, G, A, and O.
  - 4. One-part, neutral-curing silicone sealant, Type S; Grade NS; Class 25; Uses T, NT, M, G, A, and O.
  - 5. One-part, high-modulus, neutral-curing silicone sealant, Type S; Grade NS; Class 25; Uses NT, M, G, A, and O.
  - 6. One-part, acid-curing silicone sealant, Type S; Grade NS; Class 25; Uses NT, G, A, and O.
  - 7. One-part, mildew-resistant silicone sealant, Type S; Grade NS; Class 25; Uses NT, G, A, and O; formulated with fungicide.
  - 8. One-part, neutral-curing silicone sealant, Type S; Grade NS; Class 25; Uses T, M, and O, with the additional capability to withstand 50 percent movement in both extension and compression for a total of 100 percent movement.
  - 9. Multipart, nonsag urethane sealant, Type M; Grade NS; Class 25; Uses T, NT, M, G, A, and O.
  - 10. Multipart, nonsag urethane sealant, Type M; Grade NS; Class 25; Uses T, M, G, A, and O.
  - 11. Multipart, pourable urethane sealant, Type M; Grade P; Class 25; Uses T, M, G, A, and O.
  - 12. One-part, nonsag urethane sealant, Type S; Grade NS; Class 25; and Uses NT, M, A, and O.
  - 13. One-part, nonsag urethane sealant, Type S; Grade NS; Class 25; Uses T, NT, M, G, A, and O.
  - 14. One-part, pourable urethane sealant, Type S; Grade P; Class 25; Uses T, M, G, A, and O.

- C. Acrylic Sealant: One-part, nonsag, solvent-release-curing acrylic terpolymer sealant complying with AAMA 808.3 or FS TT-S-00230, or both, with capability, when tested per ASTM C 719, to withstand plus or minus 7.5 percent change in joint width existing at time of application without failing.
- D. Butyl Sealant: Manufacturer's standard one-part, nonsag, solvent-release-curing, polymerized butyl sealant complying with ASTM C 1085 and formulated with a minimum of 75 percent solids to be nonstaining, paintable, and have a tack-free time of 24 hours or less.
- E. Acrylic-Emulsion Sealant: One-part, nonsag, mildew-resistant, paintable, acrylic-emulsion sealant complying with ASTM C 834.
- F. Silicone-Emulsion Sealant: Product complying with ASTM C 834 and, except for weight loss measured per ASTM C 792, with ASTM C 920, that accommodates joint movement of not more than 25 percent in both extension and compression for a total of 50 percent.
- G. Acoustical Sealant: Nonsag, paintable, nonstaining, latex sealant complying with ASTM C 834.
- H. Acoustical Sealant for Concealed Joints: Nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic rubber sealant recommended for sealing interior concealed joints to reduce transmission of airborne sound.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Comply with ASTM C 1193.
- B. Comply with ASTM C 919 for use of joint sealants in acoustical applications.

END OF SECTION 07920



## SECTION 08110 - STEEL DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data and door schedule.
- B. Comply with ANSI/SDI 100.
- C. Comply with NFPA 80 for fire-rated door assemblies. Provide assemblies identical to those tested per ASTM E 152, and labeled and listed by UL, Warnock Hersey, or another testing and inspecting agency acceptable to authorities having jurisdiction.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Hot-Rolled Steel Sheets: ASTM A 569.
- B. Cold-Rolled Steel Sheets: ASTM A 366, commercial quality or ASTM A 620, drawing quality.
- C. Galvanized Steel Sheets: ASTM A 653, commercial quality or ASTM A 642, drawing quality, with A60 or G60 coating designation, mill phosphatized.

#### 2.2 STEEL DOORS AND FRAMES

- A. Any manufacturer.
- B. Steel Doors: 1-3/4-inch thick of materials and ANSI/SDI 100 grades and models specified below:
  - 1. Interior Doors: Grade II, heavy-duty, Model 2, seamless design, minimum 0.0478-inch thick, cold-rolled steel sheet faces.
  - 2. Exterior Doors: Grade III, extra heavy-duty, Model 2, seamless design, minimum 0.0635-inch thick, galvanized steel sheet faces.
- C. Fabricate steel frames to be rigid, neat in appearance, and free from defects, warp, or buckle.
  - 1. For interior frames, provide units with mitered or coped and continuously welded corners, formed from 0.0478-inch thick, cold-rolled steel for openings 48 inches or less in width and from 0.0598-inch (thick steel for openings more than 48 inches in width).
  - 2. For exterior frames, provide units with mitered or coped and continuously welded corners, formed from 0.0635-inch thick, galvanized steel sheet.
- D. Prepare doors and frames to receive mortised and concealed hardware according to SDI 107.

- E. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations relative to applying finishes.
  - 1. Apply zinc-dust, zinc-oxide primer paint complying with performance requirements of FS TT-P-641, Type II.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Place steel frames to comply with provisions of SDI 105.
- B. Install steel doors accurately in frames, within clearances specified in ANSI/SDI 100.

END OF SECTION 08110

## SECTION 08211 - FLUSH WOOD DOORS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Quality Standard: NWWDA I.S.1-A.
- B. Fire-Rated Wood Doors: Labeled by a testing and inspecting agency acceptable to authorities having jurisdiction based on testing per ASTM E 152.

### PART 2 - PRODUCTS

#### 2.1 FLUSH WOOD DOORS

- A. Interior Solid Core Doors for Transparent Finish: Premium Grade, 5- ply, particleboard core.
  - 1. Faces: Red oak, plain sliced.
  - 2. Edges: Edges match face
- B. Fire-Rated Solid Core Doors: Core construction to provide fire-rating indicated, faces and grade to match non-fire-rated doors.
  - 1. Composite blocking where required to eliminate through-bolting hardware.
  - 2. Laminated-edge construction.
  - 3. Formed-steel edges and astragals for pairs of fire-rated doors.

#### 2.2 VENEER MATCHING

- A. Doors with veneers: book and balance matched.
- B. Pair matching and set matching.

#### 2.3 FABRICATION AND FINISHING

- A. Factory fit doors to suit frame-opening sizes indicated and to comply with referenced quality standard.
  - 1. Comply with NFPA 80 for fire-resistance-rated doors.
- B. Factory machine doors for hardware that is not surface applied.
- C. Cut and trim openings to comply with referenced standards.
  - 1. Trim light openings with moldings indicated.

- 2. Factory install louvers in prepared openings.
- D. Factory finish wood doors with NWWDA Standard grade, System 3, conversion varnish finish.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install doors to comply with referenced quality standard.
  - 1. Install fire-rated doors to comply with NFPA 80.
- B. Align and fit doors in frames with uniform clearances and bevels. Machine doors for hardware. Seal cut surfaces after fitting and machining.
- C. Align factory-fitted doors in frames for uniform clearances.
- D. Repair, refinish, or replace factory-finished doors damaged during installation, as directed by Owner.

END OF SECTION 08211

## SECTION 08411 - ALUMINUM-FRAMED STOREFRONTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data, Shop Drawings, and color Samples.

### PART 2 - PRODUCTS

#### 2.1 ALUMINUM-FRAMED STOREFRONTS

- A. Kawneer.
- B. Finish system with Class I, color anodic finish; AA-M12C22A42/A44. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations relative to applying finishes.
- C. Hardware: Doors with offset pivots, surface mounted overhead closers, bottom rail deadlocks, mortise dead latches, exterior pull handle, power operator, and interior push paddle; stainless steel tandem rollers per sliding panel; stainless steel roller track; stainless steel deadlock; blank extruded pull handle exterior; extruded pull with slide operator interior

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Provide all hardware, brackets, reinforcements, glazing gaskets, and other components necessary for a complete and weathertight installation.

END OF SECTION 08411

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## SECTION 08520 - ALUMINUM WINDOWS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data and Shop Drawings.

### PART 2 - PRODUCTS

#### 2.1 ALUMINUM WINDOWS

- A. Horizontal sliding and fixed sash windows, per the plans.
- B. Manufacturer: Quaker, K200 series
  - 1. Color: Owner to select from manufacturer's standard colors.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Provide all hardware, flashing, operators, anchors, clips, limit devices, and other components necessary for a complete and weathertight installation.

END OF SECTION 08520

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## SECTION 08710 - DOOR HARDWARE

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. For fire-rated openings provide hardware tested and listed by UL or FM (NFPA 80). On panic exit devices provide UL or FM label indicating "Fire Exit Hardware."

#### 1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's complete product and installation data
- B. Shop Drawings: Submit drawings showing layout, profiles, product components including anchorage, accessories, finish and glazing details (where required).
- C. QUALITY ASSURANCE AND CLOSEOUT SUBMITTALS: Submit the following:
  - 1. Manufacturer's Operation and Maintenance Data
  - 2. Warranty document as specified herein.

#### 1.3 WARRANTIES

- A. Manufacturer's Warranty: Units to be warranted against defect in material and workmanship for a period of one year from the Date of Substantial Completion. Manufacturer's warranty is in addition to, and not a limitation of, other rights owner may have under Contract Documents.
- B. Distributor's Warranty: One year warranty: Labor and transportation charges for defective parts replacement

### PART 2 - PRODUCTS

#### 2.1 HARDWARE

- A. Door Hardware:
  - 1. Leversets
    - a) Marks, Grade II, commercial quality leverset
  - 2. Closers
    - a) LCN 1261 or PDQ 5501BCPA
    - b) Dogging feature on non-fire-rated exit devices.
    - c) All closers will have covers
    - d) No substitutions allowed
  - 3. Hinges
    - a) 4 ½" ball bearing butt hinges.
    - b) Non-removable hinge pins for exterior and public interior exposure.

4. Wall Stops
  - a) Ives model WS33
  - b) Install with slope on top
5. Electric Strike
  - a) Card reader will be supplied and installed by the Owner.
  - b) HES Inc.
    - (1) HES 5000 Series Electric Strike
      - (a) Cylindrical lockset
    - (2) HES 9600 Series Electric Strike
      - (a) Surface mounted

- B. Key locks to Owner's master-key system.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Mount hardware in locations recommended by the Door and Hardware Institute and ANSI Safety Standard A117, unless otherwise indicated.
  1. All door leversets will have all thru-bolts installed, per manufacturer's instructions.

END OF SECTION 08710

## SECTION 09260 - GYPSUM BOARD ASSEMBLIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data.
- B. Where STC-rated assemblies are required, provide materials and construction identical to assemblies whose STC ratings were determined according to ASTM E 90 and classified according to ASTM E 413 by a qualified independent testing agency.
- C. Where fire-resistance-rated assemblies are required, provide materials and construction identical to assemblies tested according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

### PART 2 - PRODUCTS

#### 2.1 METAL FRAMING AND SUPPORTS

- A. Steel framing for partitions complying with ASTM C 645.
  - 1. Studs and Runners: 20-gauge.
  - 2. Rigid Hat-Shaped Furring Channels: In depth indicated and 20-gauge.
  - 3. Resilient Furring Channels: 1/2-inch deep, with single- or double-leg.
  - 4. Z-Furring: Z-shaped members with face flange of 1-1/4 inch, wall-attachment flange of 7/8 inch, and in depth required by insulation.

#### 2.2 GYPSUM BOARD

- A. Gypsum board products in maximum lengths available to minimize end-to-end butt joints.
  - 1. Gypsum Wallboard: ASTM C 36, in thickness indicated, with manufacturer's standard edges. Type X where required for fire-resistance-rated assemblies.
  - 2. Water-Resistant Gypsum Backing Board: ASTM C 630, in thickness indicated. Type X where required for fire-resistance-rated assemblies and where indicated.
  - 3. Glass-Mat, Water-Resistant Gypsum Backing Board: ASTM C 1178, of thickness indicated. Type X where required for fire-resistance-rated assemblies and where indicated.

#### 2.3 ACCESSORIES

- A. Accessories for Interior Installation: Cornerbead, edge trim, and control joints complying with ASTM C 1047, formed from steel sheet zinc coated by hot-dip process or rolled zinc or plastic.
- B. Gypsum Board Joint Treatment Materials: Comply with ASTM C 475.
- C. Cementitious Backer Units: ANSI A118.9.

- D. Cementitious Backer Unit Joint Treatment Materials: Comply with ASTM C 475.
- E. Acoustical Sealant for Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant complying with ASTM C 834.
- F. Sound-Attenuation Blankets: Unfaced mineral-fiber-blanket insulation complying with ASTM C 665 for Type I.
- G. Miscellaneous Materials: Auxiliary materials for gypsum board construction that comply with referenced standards.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.
  - 1. Isolate steel framing from building structure, except at floor, to prevent structural movement from transferring loading to partitions.
  - 2. Where studs are installed directly against exterior walls, install asphalt felt strips or foam gaskets between studs and wall.
- B. Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
  - 1. Isolate the perimeter of non-load-bearing gypsum board partitions where they abut structural elements, except floors, by providing a 1/4- to 1/2-inch wide space between gypsum board and the structure. Trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
  - 2. Where STC-rated gypsum board assemblies are required, comply with ASTM C 919 for location of edge trim and closing off sound-flanking paths around or through gypsum board assemblies.
  - 3. Install cementitious backer units to comply with ANSI A108.11.
  - 4. Single-Layer Fastening Methods: Fasten gypsum panels to metal supports with screws and wood supports with adhesive and supplementary screws.
  - 5. Multilayer Fastening Methods: Fasten base layers and face layer separately to supports with screws.
- C. Finishing Gypsum Board Assemblies: Level 4 finish, unless otherwise indicated.

END OF SECTION 09260

## SECTION 09512 - ACOUSTICAL TILE CEILINGS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Acoustical tile ceilings that comply with ASTM E 1264 for Class A materials, as determined by testing identical products per ASTM E 84.
- B. Where fire-rating ceiling assemblies are required, provide acoustical tile ceilings that are identical in materials and construction to those tested for fire resistance per ASTM E 119, and that are listed in UL's "Fire Resistance Directory," in Warnock Hersey's "Certification Listings," or in the listing of another qualified testing and inspecting agency.

### PART 2 - PRODUCTS

#### 2.1 ACOUSTICAL TILES

- A. Manufacturer Style 1: USG
  - 1. Style: Radar
  - 2. Size: 24"x24"
  - 3. Edge: Shadow line tapered edge

#### 2.2 CEILING SUSPENSION SYSTEMS

- A. Any manufacturer, direct-hung suspension system, with intermediate duty structural classification according to ASTM C 635.
- B. Size attachment devices for 5 times the design load indicated in ASTM C 635, Table 1, Direct Hung, unless otherwise indicated.
- C. Zinc-coated carbon-steel wire hangers, braces, and ties complying with ASTM A 641 (ASTM A 641M), Class 1 zinc coating, soft temper.
- D. Where access is indicated, install special cross runners or split splines to accommodate removal of acoustical tiles in indicated access areas. Identify access tile with manufacturer's standard unobtrusive markers for each access unit.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with the following:

1. CISCA's "Ceiling Systems Handbook."
2. CISCA's "Recommendations for Direct-Hung Acoustical Tile and Lay-in Panel Ceilings."
3. ASTM C 636, "Standard for Ceiling Suspension System Installations."
4. U.B.C. Standard 47-18.

END OF SECTION 09512

## SECTION 09652 - VINYL FLOOR COVERINGS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Deliver to Owner at least 10 linear feet in roll form for each 500 linear feet or fraction thereof, of each type and color of sheet vinyl floor covering installed.

### PART 2 - PRODUCTS

#### 2.1 LUXUARY VINYL TILE FLOOR COVERINGS

- A. Manufacturer: Philadelphia Commercial
- B. Style: Alchemist, No. 5598V
- C. Color: Owner to select from standard colors.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install per the manufacturers written instructions.
- B. Verify installation orientation of vinyl floor covering direction, and match edges for color shading and pattern at seams.
- C. Arrange for a minimum number of seams and place them in inconspicuous and low-traffic areas, but in no case less than 6 inches away from parallel joints in flooring substrates.
- D. Where indicated, cove vinyl floor coverings up vertical surfaces, over cove support strip, to form integral base of height indicated, with top edge butted against and covered by cap molding.

END OF SECTION 09652

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SECTION 09653 - RESILIENT WALL BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Deliver to Owner at least 10 linear feet for each 500 linear feet or fraction thereof, of each type and color of resilient wall base installed.

PART 2 - PRODUCTS

2.1 RESILIENT WALL BASE AND ACCESSORIES

- A. Manufacturer: Roppe
- B. Color: To be selected from manufacturer's standard colors.
- C. Rolled lengths

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wall base in maximum lengths possible.
- B. Apply resilient wall base to walls, columns, pilasters, casework, and other permanent fixtures in rooms or areas where base is required.
- C. Form wall base corners from straight pieces of maximum lengths possible.
- D. Install reducer strips at edges of flooring that otherwise would be exposed.

END OF SECTION 09653

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SECTION 09681 - CARPET TILE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Deliver to Owner carpet tiles equal to 5 percent of each type and color carpet tile installed, packaged with protective covering for storage.

PART 2 - PRODUCTS

2.1 CARPET TILE

- A. Musson Rubber Company
  - 1. Style: TT-12CT
  - 2. Color: Owner to select from standard colors
- B. Philadelphia Commercial
  - 1. Style: Feedback, No. 54565
  - 2. Collection: Interference Collection
  - 3. Color: Owner to select from standard colors

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install per manufacturers written instructions.
- B. Verify installation orientation with owner.
- C. Comply with CRI 104, Section 13, "Carpet Modules (Tiles)".

END OF SECTION 09681

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## SECTION 09910 - PAINTING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Owner to select color.
- B. Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.
- C. Paint all exposed surfaces, new and existing, unless otherwise indicated.
- D. Do not paint prefinished items, finished metal surfaces, operating parts, labels, and materials obviously intended to be left exposed such as brick and tile. Do not paint concealed surfaces, with the following exceptions:
  - 1. Label mechanical piping in accessible ceiling spaces.
  - 2. Paint the back side of access panels.
- E. Deliver to Owner a 1-gal. container, properly labeled and sealed, of each color and type of finish coat paint used on Project.

### PART 2 - PRODUCTS

#### 2.1 PAINT

- A. Manufacturer's best-quality paint material of the various coating types specified.
- B. Benjamin-Moore or equal.

#### 2.2 EXTERIOR PAINT SCHEDULE

- A. 1st Coat (Primer)
  - 1. Ferrous Metal: Red oxide primer
  - 2. Galvanized Metal: Galvanized primer
- B. 2nd and 3rd Coat
  - 1. Gloss Alkyd Enamel: Color to be selected by Owner
- C. Apply to all unfinished and/or effected wood and metal items exposed to weather.

#### 2.3 INTERIOR PAINT SCHEDULE 1

- A. Latex Semi-Gloss
  - 1. 1st Coat (Primer)
    - a) Gypsum Board: Primer
    - b) Wood: as recommended by finish coat manufacturer

2. 2nd and 3rd Coat: Color as selected by Owner
3. Apply to all interior items (except as noted in Interior Paint Schedule 2) new or effected by the work

## 2.4 INTERIOR PAINT SCHEDULE 2

### A. Latex Semi-loss

1. Ist Coat (Primer)
  - a) Ferrous metal: Red oxide primer.
  - b) Galvanized metal: Galvanized primer
2. 2nd Coat: Ferrous and Galvanized metal: Enamel under coater
3. 3rd Coat: Oderless Alkyd Enamel, Semi-gloss.
4. Apply to the following scheduled new or effected by the work
  - a) Hollow metal door frames with no exterior exposure
  - b) Miscellaneous metals exposed to view
  - c) Wood trim and shelving not finished by Interior Paint Schedule 1
  - d) Any part of an exposed to view steel lintel or beam, etc.
  - e) All exposed electrical conduit.
  - f) All exposed mechanical ductwork

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with paint manufacturer's written instructions for surface preparation, environmental and substrate conditions, product mixing, and application.

### 3.2 PREPARATION

- A. Prepare surfaces to receive work.

### B. GENERAL

1. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified for each substrate condition.
2. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finished painted, or remove surface applied protection prior to the surface preparation and painting operations. Reinstall removed items at the completion of painting.
3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning.
4. Protect floors and installed finish materials in areas where paint is being applied.

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3.4 CLEANING

- A. Collect waste material that may constitute a fire hazard, and place in a closed metal container and remove from site daily.

END OF SECTION 09910

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SECTION 09950 - FIBERGLASS REINFORCED WALL PANELS (FRP)

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Fiberglass reinforced plastic (FRP) wall panels.
  - 1. PVC Trim

1.2 RELATED SECTIONS

- A. Section 07920 – Joint Sealants

1.3 REFERENCES

- A. ASTM D 2583 – Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor.
- B. ASTM D 5319 – Standard Specification for Glass-Fiber Reinforced Polyester Wall and Ceiling Panels.
- C. ASTM D 5420 – Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact).
- D. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.

1.4 SUBMITTALS

- A. Samples: Submit manufacturer's selection and verification samples for finish, colors, patterns, and textures.
  - 1. Submit 2 samples of each type of panel and trim.
- B. Certificates: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- C. Test and Evaluation Reports: Submit reports showing compliance with specified performance characteristics and physical properties.
- D. Manufacturer's Instructions: Submit manufacturer's installation and storage instructions.

1.6 QUALITY ASSURANCE

- A. Conform to building code requirements for interior finish for smoke and flame spread requirements as tested in accordance with:
  - 1. ASTM E 84 (Method of test for surface burning characteristics of building Materials)
    - a. Wall Required Rating – Class A.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Store panels and trim lying flat, under cover and protected from the elements. Allow panels to acclimate to room temperature (range of 60 to 75°F) for 48 hours prior to installation

1.8 WARRANTY

- A. Furnish one year guarantee against defects in material and workmanship.

PART 2 - PRODUCTS

2.1 PANELS

- A. Crane Composites, Inc. (formerly Kemlite) or equal
  - 1. Style: Glasbord
  - 2. Surface Finish: Pebbled embossed texture
  - 3. Color: To be selected from standard colors
  - 4. Thickness: 0.09" nominal
  - 5. Panel Size: 4'-0" wide

2.2 TRIM

- A. Crane Composites, Inc. (formerly Kemlite) or equal
  - 1. 1-piece PVC trim to cover panel top, sides and corners.
  - 2. Color: Match panel color.

2.3 ACCESSORIES

- A. Adhesive
  - 1. As recommended by panel manufacturer.
- B. Panel Seam Sealant
  - 1. As recommended by panel manufacturer.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Examine backup surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, joints and cracks filled flush and smooth with the adjoining surface.
  - 1. Verify that stud spacing does not exceed 24" (61cm) on-center.
- B. Repair any defects prior to installation.
  - 1. Level wall surfaces to panel manufacturer's requirements. Remove protrusions and fill indentations.

### 3.2 INSTALLATION

- A. Comply with manufacturer's recommended procedures and installation sequence.
- B. Install FRP panels plumb, level, square, flat, and in proper alignment.
- C. Install FRP panels to be water resistant and washable.
- D. Install FRP panels with manufacturer's recommended gap for panel field and corner joints.
- E. Adhesive:
  - 1. Install FRP panels in full spread of adhesive.
  - 2. Follow adhesive manufacturer's instructions for application of adhesive.
- F. Install trim accessories with adhesive and nails or staples.
  - 1. Do not fasten through FRP panels.
- G. Sealant:
  - 1. Fill grooves in trim accessories with sealant before installing FRP panels.
  - 2. Bed inside corner trim in bead of sealant.
  - 3. Remove excess sealant and smears as FRP panels are installed.
  - 4. Clean in accordance with sealant manufacturer's instructions.
- H. Tolerances: Install FRP panels within manufacturer's installation tolerances.

### 3.3 CLEANING

- A. Clean FRP panels promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish.

END OF SECTION 09950

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## SECTION 10265 - IMPACT-RESISTANT WALL PROTECTION

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Bullet Resistant Fiberglass Panels.
- B. Provide components identical to those tested according to ASTM E 84 with a flame-spread rating of 25 or less and smoke-developed rating of 450 or less. Identify components with appropriate markings from testing agency.

#### 1.2 REFERENCES

- A. Underwriters Laboratory UL 752-Standard for Bullet Resisting Equipment.
- B. ASTM E119-98-Standard Test Methods for Fire Tests of Building Construction and Materials.

#### 1.3 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the project site with the manufacturer's UL Listed Labels intact and legible. Handle the materials with care to prevent damage. Store materials inside and under cover, stack flat and off floor. Project conditions (temperature, humidity, and ventilation) shall be within the maximum limit recommendations provided by manufacturer. Do not install products stored in conditions outside manufacturer's recommended limits.

### PART 2 - PRODUCTS

#### 2.1 WALL PROTECTION

- A. Total Security Solutions or equal
  - 1. Multiple layers, woven fiberglass cloth
  - 2. 3/8" thick
  - 3. UL 752 tested
  - 4. Level 2 rated

#### 2.2 FABRICATION

- A. Tolerances: All joints and connections shall be tight, providing hairline joints and true alignment of adjacent members.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions and UL 752. Set all equipment plumb.
- B. Apply sealant in accordance with manufacturer's recommendations as indicated in installation instructions.
- C. Remove excess sealant and leave exposed surfaces clean and smooth.

END OF SECTION 10265

## SECTION 10522 - FIRE EXTINGUISHERS, CABINETS, AND ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data.
- B. Provide fire extinguishers approved and listed with UL or FM, and bearing UL or FM markings, for the type, rating, and classification of extinguisher.

### PART 2 - PRODUCTS

#### 2.1 FIRE EXTINGUISHERS AND CABINETS

- A. Fire Extinguishers: Multipurpose dry-chemical type, with UL rating of 3A:40B:C.
  - 1. Amerex, model B402T or equal
- B. Cabinets: Larson, model 2409-R3 FG, Architectural Series, rolled edge; or equal
  - 1. Semi-recessed
  - 2. 4" depth
  - 3. Full glass door

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Provide a cabinet for each fire extinguisher except for Mechanical Room, Room No. 158, which will have a bracket only.
- B. Install cabinets and brackets at heights indicated or, if not indicated, at heights to comply with applicable regulations of authorities having jurisdiction.
- C. Identify bracket-mounted extinguishers with "FIRE EXTINGUISHER" in red letter decals applied to wall surface. Letter size, style, and location as selected by Owner.

END OF SECTION 10522

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## SECTION 10801 - TOILET AND BATH ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data.

### PART 2 - PRODUCTS

#### 2.1 TOILET AND BATH ACCESSORIES

- A. Toilet and bath accessories as indicated in the schedule at the end of this Section.
  - 1. Provide universal keys for access to toilet accessory units requiring internal access for servicing, resupply, etc.

#### 2.2 TOILET AND BATH ACCESSORY SCHEDULE

- A. Toilet paper holder: Bobrick B-2840 or equal
- B. Paper towel dispenser and receptacle: Bobrick B-318 or equal
- C. 1 ¼" x 36" Grab Bar,: Any manufacturer
- D. 1 ¼" x 42" Grab Bar: Any manufacturer
- E. 1 ¼" x 18" Grab Bar, Any manufacturer
- F. Mirror: Bobrick B-290 Series or equal
- G. Soap dispenser: Bobrick B-155 or equal
- H. Clothes Hook: Bobrick B-671 or equal
- I. Specimen Pass-Thru Cabinet B-505 or equal

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install toilet accessory units using fasteners appropriate to substrate. Install units level and plumb, firmly anchored in locations, and at heights indicated. Comply with provisions of ADAAG for installation of units required to be accessible to the disabled.
- B. Install per the manufacturer's written instructions
- C. All partition doors must be mounted 14" above the finish floor.
- D. Clearance at vertical edge of partition doors shall be uniform from top to bottom and shall not exceed 3/8"
- E. No evidence of cutting drilling, and/or patching shall be visible on the finished work.
- F. Finished surfaces shall be cleaned after installation and be left free from all imperfections

END OF SECTION 10801

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## SECTION 12340 – MANUFACTURED CASEWORK

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data, Shop Drawings, and material Samples.
- B. Comply with ANSI/KCMA A161.1.
- C. Comply with ANSI A161.2 for plastic-laminate countertops.

### PART 2 - PRODUCTS

#### 2.1 CASEWORK

- A. Any manufacturer
  - 1. Exposed surfaces of cabinets is Formica, To be selected from standard colors
  - 2. Bottoms and ends of cabinets, and shelves:  $\frac{3}{4}$ " particleboard, plastic laminate faced on exposed and semi-exposed surfaces.
  - 3. Backs of cabinets:  $\frac{1}{2}$ " particleboard: plastic laminate faced on exposed and semi-exposed surfaces
  - 4. Drawer fronts:  $\frac{3}{4}$ " particleboard, plastic laminate faced on both sides.
  - 5. Drawer sides and backs:  $\frac{1}{2}$ " plastic laminate faced particleboard with dovetail or multiple-dowel joints.
  - 6. Drawer bottoms:  $\frac{1}{2}$ " plastic laminate faced particleboard glued and dadoed into front, sides, and back of drawers.
  - 7. Filler strips: Provide as needed to close spaces between cabinets and walls. Fabricate them from the same material and with the same finish as the cabinets.
- B. Plastic-laminate countertops and splashes:
  - 1. All countertop and backsplash laminate is Formica, to be selected from standard colors.
  - 2. Comply with NEMA LD 3 for plastic laminate.
  - 3. Comply with ASTM D 1037 for plastic-laminate substrate.
- C. Cabinet Hardware
  - 1. Hardware style and finish per Owner.
  - 2. Provide two pulls for drawers more than 24" wide.
  - 3. Provide heavy duty, self-closing drawer slides, designed to prevent rebound when drawers are closed, with nylon tired, ball bearing rollers, and rated for at least 100 lbs.

D. Wall Shelving

1. Shelves
  - a)  $\frac{3}{4}$ " particleboard, plastic laminate both sides.
  - b) Finish exposed edge with rigid PVC T-molding, through color with satin finish. Finish all other edges with plastic laminate.
2. Hardware
  - a) Adjustable shelf supports: Zinc plated steel standards and shelf brackets, surface mounted.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install casework with no variations in flushness of adjoining surfaces by using concealed shims. Where casework abuts other finished work, scribe and cut for accurate fit. Provide filler strips, scribe strips, and moldings in finish to match casework face.
- B. Install casework without distortion so doors and drawers fit openings properly and are aligned.
- C. Install casework and countertop level and plumb to a tolerance of 1/8 inch in 8 feet.
- D. Fasten each unit of casework to adjacent unit and into structural members of wall construction.
- E. Fasten plastic-laminate countertops by screwing through corner blocks in base units into underside of countertop. Spline and glue joints in countertops and provide concealed mechanical clamping of joints.
- F. Fasten solid surface countertops by screwing through corner blocks in base units into underside of countertop. Align adjacent surfaces. Form seams 1/8 inch wide and adhere with manufacturer's recommended joint adhesive in color to match countertop.

END OF SECTION 12340

## SECTION 16100 - WIRING METHODS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Summary: Building wires and cables and associated splices, connectors, and terminations for wiring systems rated 600 V and less, and twisted-pair cable; and raceways and boxes.

### PART 2 - PRODUCTS

#### 2.1 WIRES AND CABLES

- A. Building Wires and Cables: Type XHWN/THWN copper conductor.
- B. Connectors and Splices: Wiring connectors of size, ampacity rating, material, and type and class for application and for service indicated.
- C. Single Conductor Plenum Coaxial: 75-ohm characteristic impedance, solid bare copper central conductor, foamed Teflon dielectric, 100 percent coverage tinned-copper, double-braid shield, Teflon jacket, suitable for installation in air-handling spaces.
- D. Twisted Pair: No. 22 AWG tinned-copper conductors; PVC insulation; overall aluminum/polyester shield and No. 22 AWG tinned-copper drain wire; PVC jacket.
- E. Twisted-Pair Plenum: No. 24 AWG, 7-strand, tinned-copper conductors; Teflon insulation; overall aluminum/polyester shield and No. 22 AWG tinned-copper drain wire; Teflon jacket; suitable for use in air-handling spaces.

#### 2.2 RACEWAYS

- A. Conduit: Comply with the following:
  - 1. Rigid Steel Conduit: ANSI C80.1.
  - 2. Intermediate Metal Conduit: ANSI C80.6.
  - 3. Electrical metallic Tubing: ANSI C80.3.
  - 4. Rigid Nonmetallic Conduit: NEMA TC 2, Schedule 40.
- B. Wireways: Hinged type, with manufacturer's standard finish.
- C. Surface Metal Raceway: Galvanized steel with snap-on covers. Finish with manufacturer's standard prime coating suitable for painting.
- D. Surface Nonmetallic Raceway: 2-piece construction, manufactured of rigid PVC compound with matte texture and manufacturer's standard color.

- E. Outlet and Device Boxes: UL listed and labeled nonmetallic boxes.
- F. Floor Boxes: Cast metal, fully adjustable, rectangular.

## 2.3 ENCLOSURES

- A. Hinged-Cover Enclosures: NEMA 250, steel enclosure with continuous hinge cover and flush latch. Finish inside and out with manufacturer's standard enamel.
- B. Cabinets: NEMA 250, Type 1, except where another Type is indicated.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install wires and cables according to the NECA's "Standard of Installation."
- B. Remove existing wire from raceway before pulling in new wire and cable.
- C. Wiring at Outlets: Install with at least 12 inches of slack conductor at each outlet.
- D. Outdoors Wiring Methods: As follows:
  - 1. Exposed: Rigid or intermediate metal conduit.
  - 2. Concealed: Rigid or intermediate metal conduit.
  - 3. Underground, Single Run: Rigid nonmetallic conduit.
  - 4. Underground, Grouped: Rigid nonmetallic conduit.
- E. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid or Motor-Driven Equipment): Liquid tight flexible metal conduit.
- F. Indoors Wiring Methods: As follows:
  - 1. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid or Motor-Driven Equipment): Flexible metal conduit, except in wet or damp locations use liquid tight flexible metal conduit.
  - 2. Use armored cable and nonmetallic sheathed cable in applications allowed by NFPA 70.
  - 3. Damp or Wet Locations: Rigid steel conduit.
  - 4. Exposed: Electrical metallic tubing or rigid nonmetallic conduit.
  - 5. Concealed: NM-B wiring.
  - 6. Boxes and Enclosures: NEMA 250, Type 1, except in damp or wet locations use NEMA 250, Type 4, stainless steel.
  - 7. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.
  - 8. Conceal conduit and electrical metallic tubing, unless otherwise indicated, within finished walls, ceilings, and floors.

- G. Use raceway fittings compatible with raceway and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, unless otherwise indicated.
- H. Raceways Embedded in Slabs: Install in middle third of the slab thickness where practical, and leave at least 1-inch concrete cover.
- I. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.
- J. Join raceways with fittings designed and approved for the purpose and make joints tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight. Use insulating bushings to protect conductors.
- K. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line having not less than 200-lb tensile strength. Leave not less than 12 inches (300 mm) of slack at each end of the pull wire.
- L. Install raceway sealing fittings and locate at suitable, approved, accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings where required by the NEC.
- M. Stub-up Connections: Extend conductors to equipment with rigid steel conduit; flexible metal conduit may be used 6 inches above the floor.
- N. Flexible Connections: Use maximum of 72 inches of flexible conduit for recessed and semirecessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use liquid tight flexible conduit in wet or damp locations. Install separate ground conductor across flexible connections.
- O. Install a separate green ground conductor in surface metal raceway from the junction box supplying the raceway to receptacle or fixture ground terminals.

END OF SECTION 16100

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## SECTION 16140 - WIRING DEVICES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data.

### PART 2 - PRODUCTS

#### 2.1 DEVICES

- A. General Purpose Wiring Devices: Comply with NEMA WD1.
- B. Color: White.
- C. Receptacles: UL 498, heavy-duty grade except as indicated otherwise.
- D. Ground-Fault Circuit Interrupter Receptacles: UL 943, feed-through type, with integral NEMA 5-20R duplex receptacle; for installation in a 2-3/4-inch- deep outlet box without an adapter.
- E. Snap Switches: Quiet-type ac switches, 120/277 V, 20 A, complying with UL 20.
- F. Incandescent Lamp Dimmers: Modular, 120 V, 60 Hz with continuously adjustable slide, single-pole with soft tap or other quiet switch.
- G. Fluorescent Lamp Dimmers: Modular, compatible with dimmer ballasts and capable of consistent dimming to a maximum of 10 percent of full brightness. Include trim potentiometer.
- H. Wall Plates, Finished Areas: Smooth plastic, fastened with metal screws having heads matching plate color.
- I. Wall Plates, Unfinished Areas: Galvanized steel with metal screws.
- J. Floor Service Fittings: Modular, above-floor, dual-service units suitable for wiring method used.
- K. Multioutlet Assemblies: Comply with UL 5.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install devices and assemblies plumb and secure.
- B. Mount devices flush, with long dimension vertical, and grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- C. Protect devices and assemblies during painting.
- D. Install wall plates when painting is complete.

END OF SECTION 16140

## SECTION 16410 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

### PART 1 - GENERAL (Not Applicable)

### PART 2 - PRODUCTS

#### 2.1 SWITCHES

- A. Enclosed, Nonfusible Switch: NEMA KS 1, Type HD, with lockable handle.
- B. Enclosed, Fusible Switch, 800 A and Smaller: NEMA KS 1, Type HD, clips to accommodate specified fuses, enclosure consistent with environment where located, handle lockable with 2 padlocks, and interlocked with cover in closed position.

#### 2.2 CIRCUIT BREAKERS

- A. Enclosed, Molded-Case Circuit Breaker: NEMA AB 1, with lockable handle.
  - 1. Characteristics: Frame size, trip rating, number of poles, and auxiliary devices as indicated and interrupting rating to meet available fault current.
  - 2. Circuit Breakers, 200 A and Larger: Trip units interchangeable within frame size.
  - 3. Circuit Breakers, 400 A and Larger: Field-adjustable, short-time and continuous-current settings.
  - 4. Current-Limiting Trips: Where indicated, let-through ratings less than NEMA FU 1, Class RK-5.
  - 5. Enclosure: NEMA AB 1, Type 1, unless otherwise specified or required to meet environmental conditions of installed location.

### PART 3 - EXECUTION

#### 3.1 TESTING

- A. Perform visual and mechanical inspections and electrical tests stated in NETA ATS.

END OF SECTION 16410

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## SECTION 16442 - PANELBOARDS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data.

### PART 2 - PRODUCTS

#### 2.1 PANELBOARDS AND LOAD CENTERS

- A. Surface-mounted, NEMA PB 1, Type 1.
  - 1. Front: Secured to box with concealed trim clamps.
  - 2. Bus: Hard drawn copper of 98 percent conductivity.
  - 3. Feed-through Lugs: Sized to accommodate feeders indicated.
- B. Molded-Case Circuit Breaker: NEMA AB 1; no tandem circuit breakers; single handle for multipole circuit breakers.
- C. Fusible Switch: NEMA KS 1, Type HD, clips to accommodate specified fuses, handle lockable.
- D. Motor Controllers: NEMA ICS 2, Class A combination controller.
- E. Contactors: NEMA ICS 2, Class A combination contactor.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install panelboards and accessory items according to NEMA PB 1.1. Indicate installed circuit loads on a circuit directory after balancing panelboard loads.
- B. Future Circuits at Flush Panelboards: Stub four empty conduits from panelboard into accessible or designated ceiling space and four empty conduits into raised floor or slab space.
- C. Wiring in Panelboard Gutters: Arrange conductors into groups, bundle and wrap with wire ties.
- D. Perform visual and mechanical inspections and electrical tests stated in NETA ATS.

END OF SECTION 16442

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## SECTION 16460 - LOW-VOLTAGE TRANSFORMERS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURED UNITS

- A. General-Purpose, Dry-Type Transformers, 600V or less:
  - 1. 2-winding type, 3-phase units using 1 coil per phase in primary and secondary.
  - 2. Wall-Mounting Brackets: Manufacturers standard for units up to 75 kVA.
  - 3. Taps: Standard; for transformers 25 kVA and smaller, provide 2 taps 5 percent below rated high voltage.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Arrange equipment to provide adequate spacing for access and for cooling air circulation.
- B. Mount transformers larger than 75 kVA on concrete bases.

#### 3.2 TESTING AND ADJUSTING

- A. Perform visual and mechanical inspections and electrical tests stated in NETA ATS.
- B. Adjust taps after installation to obtain indicated secondary voltage.

END OF SECTION 16460

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## SECTION 16500 - LIGHTING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data for each luminaire, including lamps.
- B. Coordinate ceiling-mounted luminaires with ceiling construction.

### PART 2 - PRODUCTS

#### 2.1 LUMINAIRES

- A. See Reflected Ceiling Plan for fixtures.
- B. Fixtures will be LED fixtures.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Set units plumb, square, and level with ceiling and walls, and secure.
- B. Support for Recessed and Semirecessed Grid-Type Fluorescent Fixtures: Install ceiling support system rods or wires at a minimum of 4 rods or wires for each fixture, located not more than 6 inches from fixture corners.
- C. Support for Suspended Fixtures: Brace pendants and rods over 48 inches long to limit swinging. Support stem-mounted, single-unit, suspended fluorescent fixtures with twin-stem hangers. For continuous rows, use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of chassis, including one at each end.
- D. Air-Handling Fixtures: Install with dampers closed.
- E. Lamping: Where specific lamp designations are not indicated, lamp units according to manufacturer's written instructions.

END OF SECTION 16500

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SECTION 16740 – COMMUNICATION AND DATA DEVICES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Summary: Communication and data processing structured cabling systems, including service by the telephone utility, and distribution of instruments and switching equipment throughout Project.
- B. Submit Product Data.
- C. Coordinate the Work of this Section with requirements of Owner's telephone system supplier.

1.2 RELATED SECTIONS

- A. Section 16100 – Wiring Methods.

1.3 Standards

- A. All work on the project shall be in accordance with the procedures and practices of the following standards:
  - 1. ANSI/TIA/EIA-568-B.1, Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements, 2001.
  - 2. ANSI/TIA/EIA-568-B.2, Commercial Building Telecommunications Cabling Standard (and all published addenda), Part 2: Balanced Twisted Pair Cabling Components, 2001.
  - 3. ANSI/TIA/EIA-568-B.3, Optical Fiber Cabling Components Standard, 2000.
  - 4. EIA/TIA TSB-67, Field Testing of UTP Cabling Systems, October 1995.
  - 5. EIA/TIA TSB-72, Centralized Cabling Guidelines, October 1995.
  - 6. EIA/TIA-455-61, FOTP-61, Measurement of Fiber or Cable Attenuation using an OTDR.
  - 7. EIA/TIA 569-A Commercial Building Standards for Telecommunication Pathways and Spaces.
  - 8. ANSI/TIA/EIA-606-A, Administration Standard for Commercial Telecommunications Infrastructure, 2002.
  - 9. ANSI-J-STD-607A, Commercial Building Grounding and Bonding Requirements for Telecommunications, 2002.
  - 10. Federal Communications Commission (FCC), Code of Federal Regulations, Part 68: Connection of Terminal Equipment to the Telephone Network, 1998.
  - 11. ISO/IEC 14763-1, Information Technology - Implementation and Operation of Customer Premises Cabling - Part 1: Administration, 2004.
  - 12. BS EN 50173-1, Information Technology - Generic Cabling Systems - Part 1: General Requirements, 2002.
  - 13. IEEE 802.3ab, Specification for 1000 Mb/s (Gigabit Ethernet) Operation over Category 5 or higher 4-Pair Balanced Twisted Pair Cabling, 1999.
  - 14. ANSI/TIA/EIA-568-B.2-1, Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components, Addendum 1: Transmission Performance Specifications for 4-pair 100 Ohm Category 6 Cabling, 2002.

15. IEEE 802.3an (current draft), Specification for 10 Gb/s (10 Gigabit Ethernet) Operation over Category 6 or higher 4-Pair Balanced Twisted Pair Cabling.
16. National Fire Protection Agency (NFPA-70).
17. National Electrical Code (NEC).

#### 1.4 SUBMITTALS

- A. Verify finishes and colors with owner.

#### 1.5 QUALIFICATIONS

- A. In order to qualify for installation of the data communications system, the Contractor must possess a performance history, experience in the installation and termination of copper and proof of time in business.
- B. Performance History: Contractor must have successfully performed at least two projects of similar scope, within two years of the date of the bid. Proof of performance shall be in the form of reference sheets which shall include a brief description of the project, the beginning and ending contract price, the project leaders name, and the name, address, and telephone number of a project contact.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Hubbell Premise Wiring.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

#### 2.2

- A. Terminal Blocks:
  1. Category 6-110 termination blocks shall meet or exceed Category 6 transmission requirements for connecting hardware, as specified in ANSI/TIA/EIA-568-B.2-1, Transmission Performance Specifications for 4-Pair 100 ohm Category 6 Cabling.
  2. Termination blocks shall be UL LISTED 1863.
  3. Termination blocks shall exceed IEEE 802.3af DTE Power specification to 4 times the rated current limits with no degradation of performance or materials.
  4. blocks shall meet or exceed the 4-connector channel performance requirements of Category 6, per the ANSI/TIA/EIA-568-B.2-1
  5. Product: 110 Blocks, Category 6 as manufactured by Hubbell-Premise, Inc.
  6. Product: 110 Blocks, Panel, Category 6 as manufactured by Hubbell-Premise, Inc.
  7. Product: 110 Blocks, Wall Mount, Category 6 as manufactured by Hubbell-Premise, Inc.
- B. Jack Assemblies: 3-position modular, latching, plug type, in flush-mounting wall plate, unless otherwise indicated.

- C. Horizontal data cables from to each work area outlet (WAO) shall be General Cable blue, 4 pair, 100Ω Category 6. Plenum/non-plenum ratings will be determined based on specific location.
- D. Backboard: 3/4-inch interior-grade plywood.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Jacks shall be installed to provide minimal signal impairment by preserving wire pair twists as close as possible to the point of mechanical termination. The amount of untwisting in a pair as a result of termination to the jack shall be no greater than 0.5 inches. Jacks shall be installed according to manufacturer's instructions and properly mounted in plates, frames, housings or other appropriate mounting device. Jacks shall be installed such that cables terminated to the jacks maintain a minimum bend radius of at least 4 times the cable diameter into the Insulation Displacement Connection (IDC) contacts. Cables shall be terminated on jacks such that there is no tension on the conductors in the termination contacts.
- C. All cables shall be labeled in accordance with standard TIA/EIA606-A, except as noted herein.
  - 1. Work Area Outlets shall have a machine printed label permanently attached showing the number, per the Owner's labeling system.. Each port on the wall faceplate will have a label. The outlets will be arranged numerically going clockwise around the room starting with the first outlet next to the door or cubical entrance.
- D. Telephone Service: Comply with telephone utility requirements for details of telephone service.
- E. Exposed Cable: Install parallel or perpendicular to surfaces or exposed structural members and follow surface contours where possible.
- F. Cable Support: Secure cable to independent supports at intervals as required to prevent sagging between supports. Use metallic supports with corrosion-resistant finish.
- G. Splices: Do not splice cable between the normal terminations of runs.
- H. Cable Taps: Install numbered terminal blocks where cable taps are made in wire closets and cabinets and in junction, pull, and outlet boxes. Install plywood backboards in telephone wire closets and cabinets.
- I. Wiring in Wire Closets and Cabinets: Install conductors parallel to and at right angles to walls. Bundle, lace, and train the conductors to terminal points with no excess. Use wire distribution spools at points where cables are fanned or conductors turned. Connect conductors that are terminated, spliced, or interrupted to terminal blocks. Label each terminal with designations approved by telephone equipment supplier.

#### 3.2 TESTING

A. CATEGORY 6 COMPLIANT JACKS – UTP

1. Jacks shall be tested as part of the channel for Length, DC continuity, NEXT, PSNEXT, Attenuation, Return Loss, ELFEXT, and PSELFEXT using the specified hardware manufacturer's test heads and an industry standard level III tester per ANSI/TIA/EIA-568-B.2 and B2.1 and ISO/IEC 11801, Class E compliance.
2. Testers shall be correctly set to test the type and manufacturer of the horizontal cable used in the channel being tested, including the correct NVP. A “PASS” indication shall be obtained for all channel tests when tested using the appropriate level tester for the appropriate category. All test data shall be recorded and submitted to Owner before the cabling installation will be accepted.
3. Acceptance Tests: Test each pair or conductor of each cable run for continuity of pair loop; insulation resistance for pair loop (report evaluation of readings less than 1 megohm); and dc loop resistance (report evaluation of differences greater than 3 percent).

END OF SECTION 16740

