



**VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN**  
**MEETING AGENDA OF THE AD HOC PUBLIC SAFETY**  
**BUILDING RENOVATIONS COMMITTEE**  
Weston Municipal Center Board Room  
4747 Camp Phillips Road, Weston, WI 54476

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**Tuesday, May 9, 2023, at 7:00 p.m.**

A quorum of members from other Village governmental bodies (boards, commissions, and committees) may attend the above-noticed meeting to gather information. If a quorum of other government bodies are present this would constitute a meeting pursuant to “State of Wisconsin ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993)”. Therefore, no official actions other than those of the BOARD OF TRUSTEES shall take place.

Any interested persons may attend the meeting via the Zoom link listed below.

**Join Zoom Meeting:**

<https://zoom.us/j/5445915099>

**Join Zoom Meeting by Phone:**

+1 312 626 6799 US (Chicago)

**Meeting ID: 544 591 5099**

**AGENDA ITEMS**

1. Meeting called to order by Chair Jasper Hartinger
2. Roll Call
  - a. Hartinger, Cronin, Finke, Pinsonneault, Schulz, Tatro
3. [Meeting minutes 05/02/2023](#)
4. [Discussion and action on final plans and specifications for Public Safety Building Exterior Improvements](#)
  - a. Rendering (Colors and Signage)
  - b. Drawings/Plans
  - c. Masonry Wall Restoration Specification
  - d. Exterior Painting Specification
  - e. Building Signage Specification

**REMARKS FROM MEETING PARTICIPANTS**

**PUBLIC COMMENTS**

**ADJOURN**

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Village will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the Village Clerk at 715-359-6114 or [clerks@westonwi.gov](mailto:clerks@westonwi.gov) to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the Village will make a good faith effort to accommodate your request.

This Notice was posted at the Village Municipal Center, on [www.westonwi.gov](http://www.westonwi.gov) and transmitted to media partners on May 8, 2023.



VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN  
MEETING MINUTES OF THE AD HOC PUBLIC SAFETY  
BUILDING RENOVATIONS COMMITTEE

Tuesday, May 2, 2023, at 5:00 p.m.

A quorum of members from other Village governmental bodies (boards, commissions, and committees) may attend the above-noticed meeting to gather information. If a quorum of other government bodies are present this would constitute a meeting pursuant to "State of Wisconsin ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993)". Therefore, no official actions other than those of the BOARD OF TRUSTEES shall take place.

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**Meeting ID: 544 591 5099**

**AGENDA ITEMS**

- 1. Meeting called to order by Chair Jasper Hartinger  
Hartinger called to order the meeting at 5:02 p.m.

**2. Roll Call**

**Public Safety Building Renovations Member**

Hartinger, Jasper

Cronin, Steve

Pinsonneault, Jim

Chief Clay Schulz

Chief Josh Finke

Tatro, Scott

**Present**

Yes

Yes

Yes

Excused

Yes

Yes

**Also Present**

Donner, Keith

Jon Wallenkamp, Kueny Architects via Zoom

Lee Anderson, Kueny Architects via Zoom

- 3. Meeting minutes 04/10/2023

- 4. Meeting Minutes 04/25/2023

***Motion by Cronin, second by Pinsonneault to approve minutes from 4/10/2023 and 4/25/2023. Motion carried.***

**Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 1 Result: Pass**

**Member**

Hartinger, Jasper

Cronin, Steve

Pinsonneault, Jim

**Vote**

Yes

Yes

Yes

**VILLAGE OF WESTON, WISCONSIN**  
**OFFICIAL MEETING AGENDA OF THE BOARD OF TRUSTEES**

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Chief Clay Schulz  
Chief Josh Finke  
Tatro, Scott

Excused  
Yes  
Yes

**5. Review and Approval of Renderings of Exterior Color and Sign Options**

The Committee was provided with two renderings of possible upgrades to the Public Safety Building. After much discussion, the following repairs and upgrades were determined to be placed in the bid package:

- The two bands on the building will be the same dark color as that of the steel of the rounded corners on the rendering.
- The soffit will be light gray in color.
- The fascia will be bronze to match the color of the window trim, door trim, downspouts and gutters.
- The gutters will be done locally and not part of the bid. The gutter in from on the police department will be replaced and painted bronze.
- The two outbuildings will be alternates in the bid package and will be light gray, the same as the color on the metal panel of the building. The wall and trim will be dark bronze as well as the door, trim, fascia, reveals for overhead door, pedestrian door casing and four corners.
- Signs: The red and blue vertical bands will be lighted with the names of the departments horizontally. It will read Everest Metro Police Department with each word on a separate line and South Area Fire & Emergency Response Station #2 with each word also on a separate line. It was discussed to have the first initial of each word larger so that it pops. The size of the vertical bands will be reviewed on the new rendering provided. The badge positions will be provided in two options, 1)One drawing with the badges on the west side to the left of the letter and one drawing with it centered between the windows and 2)One drawing with the badges on the south side centered above the door and one drawing with it centered between the two windows.
- HVAC done locally before the painting and within 60 days.
- The painting will be two coats and specifications will be from PPG and Sherwin Williams. Preparation for painting will be specified at the meeting on May 9, 2023.
- Tuckpointing – The main three areas for tuckpointing and caulking are the southeast side of the apparatus bay corner, breakroom door for police and area west of SAFER garage. The hairline cracks will be sealed with paint. Hartinger requested that Tatro review the tuckpointing areas and Pinsonneault requested

# VILLAGE OF WESTON, WISCONSIN

## OFFICIAL MEETING AGENDA OF THE BOARD OF TRUSTEES

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that we have something from Wallenkamp to show the areas that will be tuckpointed. Wallenkamp is to provide to the committee the difference between a gap and a crack which is need of repair and the specifications to show the guidelines as to what gets tuckpointed.

- The lintel plate by the breakroom has broken down and will need to be replaced and/or repaired. Wallenkamp will identify on May 4, 2023, the lintel plate to be repaired and the specifications for that repair.
- Warranty – The standard two years will be requested in the base bid with one alternate for a five-year warranty.
- The Town of Weston/Municipal Court lettering will be reversed on the new rendering. The lettering will be front lit channel letters. The bid will offer an alternate for non-lit letters. The removal of the current lettering will be included in the bid package and resealed.
- The Police Department will look into the need for a light to be installed on the side of the Town of Weston/Municipal Court entrance.
- Two photo eyes will be installed on the top of the vertical bands and away from the overhang.
- The new designs will be completed and provided to Administrator Donner before Thursday, May 4, 2023, and the tuckpointing and mason packages will be provided on May 4, 2023.
- It will be discussed with the public works department on possible removal of the island in front of the ambulance bay.
- The ventilation louvers not used on the municipal court side of the building will be removed, capped, reinstalled, and painted.
- Next meeting May 9, 2023, at 7:00 p.m. Tuesday at the Village of Weston.

### REMARKS FROM MEETING PARTICIPANTS

None.

### PUBLIC COMMENTS

None.

### ADJOURN

***Motion by Tatro, second by Cronin to Adjourn at 6:48 p.m. Carried.***

**Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 1 Result: Pass**

**VILLAGE OF WESTON, WISCONSIN**  
**OFFICIAL MEETING AGENDA OF THE BOARD OF TRUSTEES**

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<u>Member</u>	<u>Vote</u>
Hartinger, Jasper	Yes
Cronin, Steve	Yes
Pinsonneault, Jim	Yes
Chief Clay Schulz	Excused
Chief Josh Finke	Yes
Tatro, Scott	Yes

# REQUEST FOR CONSIDERATION

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**Public Mtg/Date:** Public Safety Building Renovations Committee, May 9, 2023

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**Description:** Discussion and action on final plans and specifications for Public Safety Building Exterior Improvements.

- a. Rendering (Colors and Signage)
- b. Drawings/Plans
- c. Masonry Wall Restoration Specification
- d. Exterior Painting Specification
- e. Building Signage Specification
- f. Overall Specifications

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Keith Donner, P.E., Administrator

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**Question:** What recommendations does the Building Committee wish to make for the plans and specifications for the Public Safety Building Renovations?

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## Background

Kueny Architects have submitted rendering options and proposed final plans and specifications. With respect to the rendering and signage, it now shows the wording for the SAFER sign modified to have "Response" instead of "Rescue" as a revised version of Option D. Also, with respect to spelling out "Department" and "Metropolitan" for EMPD, it is evident those words would not fit in the space without going past the downspout. To make them fit would require making the EMPD letters smaller or both EMPD and SAFER smaller to have the same scale. I would also think spelling out those longer words would give an unbalanced/out of proportion look to the sign. I have asked Lee Anderson to prepare a version with the words spelled out and both signs with the same size lettering for presentation on Tuesday.

You received the specifications for the Masonry Wall Restoration, Exterior Painting and Building Signage last Thursday. The bid form includes alternates for painting outbuildings and for a 5 year warranty. Also 2 alternates for sign package. A recommendation for a liquidated damages clause in combination with an early completion bonus should be part of approval of overall specs.

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**Attached Docs:** Exterior Rendering Options  
Bid Set Plans  
Masonry Wall Restoration Spec  
Exterior Painting Spec  
Building Signage  
Bid Set Specifications

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**Prior Review:** Numerous meetings

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**FISCAL IMPACT:** To be determined

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**Recommendations:** TBD

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# REQUEST FOR CONSIDERATION

## Recommended Language for Official Action

**Proposed Motion: TBD**

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**Additional action: TBD**



Exterior Rendering - Option A - May 2023  
SCALE:







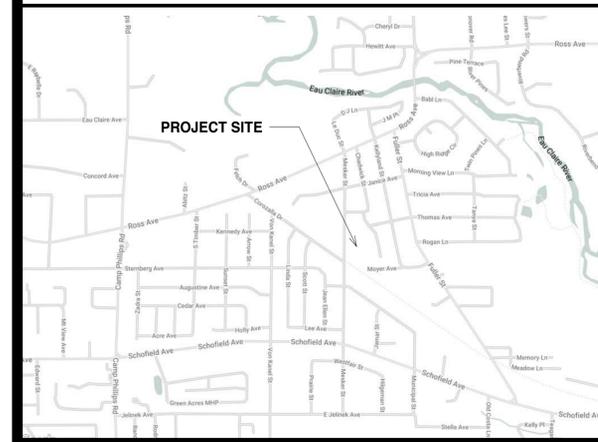
Revision of Option D 5/08/2023





Exterior Rendering - Town Entrance - May 2023  
SCALE:

**SITE MAP**



**GENERAL NOTES**

- All concrete to test 4000 psi in 28 days.
- Verify all dimensions, access, utilities and working conditions in the field.
- Conform to all applicable codes, ordinances and safety standards.
- Obtain and pay for all required permits and fees.
- Notify Architect immediately if work cannot proceed as shown on Drawings or as described in the Specifications.
- No concrete to be poured without Architect's prior review.
- All Contractor's to co-operate with all trades, Owner's and Architect's representatives.
- Leave site clean, neat and free of debris at all times.
- Each Prime and Sub-contractor is responsible for having read each page of the Specifications, Drawings, Addenda and Change Orders.
- Guard against interfering with Owner's operations.
- These Drawings contain no provisions or procedures for on-site safety. Each Contractor and their employees are responsible to follow all laws and ordinances and provide their own engineering to provide a safe work place.
- The locations of existing underground utilities, shown on these Drawings, are shown in an approximate way only and have not been independently verified by the Owner or its representatives. The Contractor shall determine the exact location of all existing utilities before commencing work, and agrees to be fully responsible for any and all damages which might be occasioned by the Contractor's failure to exactly locate and preserve any and all underground utilities.
- Services perform for this project have been conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar budget and time constraints. No warranty, expressed or implied, is made.

**MATERIAL INDICATIONS**

Earth Backfill		Sand Fill	
Rigid Insulation		Concrete	
Concrete		Finished Wood	
Aluminum		Stone Fill	
Lumber (Rough)		Plywood	
Steel		Batt Insulation	

**DRAWING LEGEND**

+ 100.0 New or Required Point Elevation

+ 100.0 Existing Point Elevation

+ 100.0 Existing Contours

+ 100.0 New or Required Contours

A --- Grid Lines

**Room Name** Room/Space Number

# Door Number

OH OH Door

# Wall Tag

Detail Number

Page Number

Building Section

Wall Section

Detail Section

Interior Elevation

Exterior Elevation

**CONSULTANTS**

ARCHITECT **Kueny Architects** 10505 Corporate Drive Suite 100  
 (262) 857-8101 Pleasant Prairie, Wisconsin 53158  
 Architect of Record - Jon P. Wallenkamp

**SHEET INDEX**

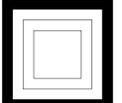
TITLE	1.0 Title Sheet
ARCHITECTURAL	A200 Reference Floor Plan
	A201 Masonry Restoration Notes
	A202 Exterior Elevations
	A203 Exterior Elevations
	A204 Architectural Details
ELECTRICAL	E201 Electrical Plans and Notes



**Safety Building Exterior**  
**Village of Weston**

**5303 Mesker Street,**  
**Schofield, WI 54476**

Bid Set Drawings - May 11, 2023

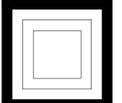


**KUENY ARCHITECTS, LLC**  
 10505 CORPORATE DRIVE • SUITE 100 PLEASANT PRAIRIE, WI 53158

PHONE (262) 857-8101 FAX (262) 857 8103

Village of Weston  
 Safety Building Exterior  
 May 11, 2023

**1.0**

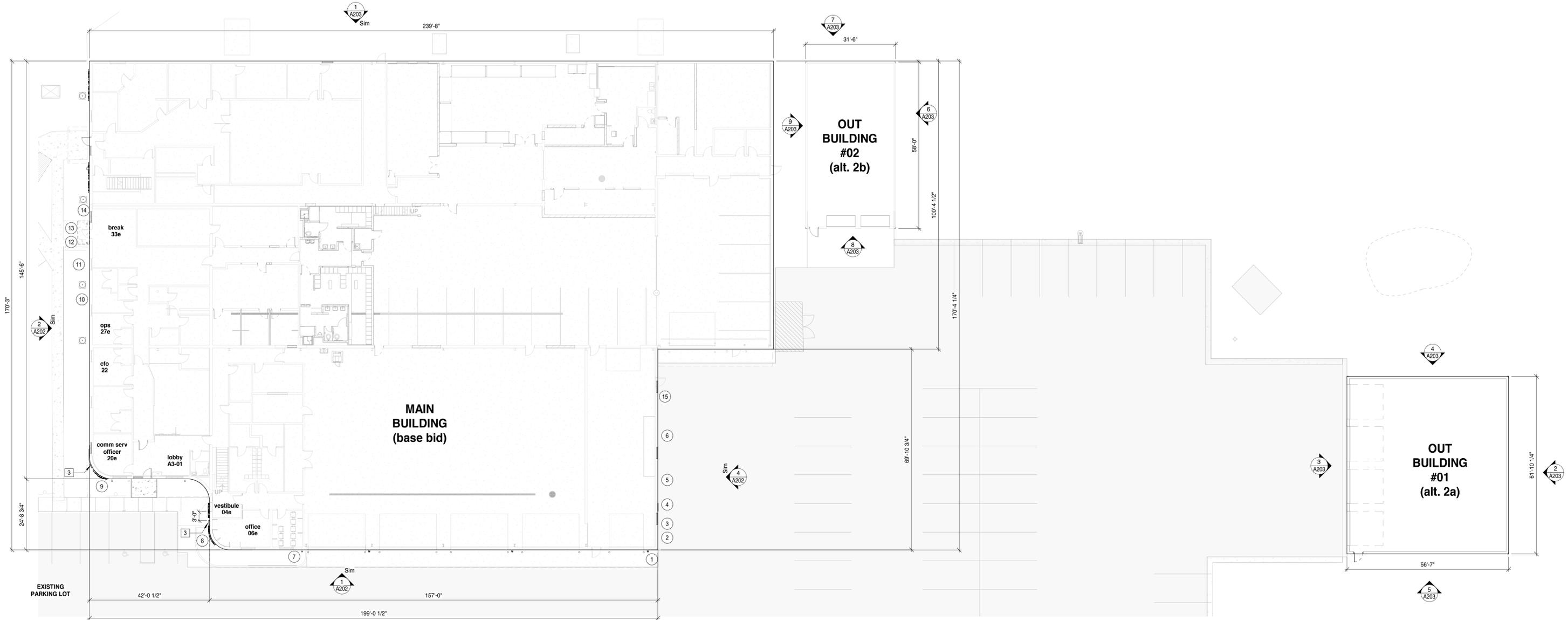


**Keyed Note Legend**

- 1 DEMO EXISTING GUTTER; G.C. TO REPLACE AND PAINT TO MATCH ADJACENT GUTTERS
- 2 MAJOR MASONRY RESTORATION AREA; REVIEW OF COMPLETE BUILDING IS REQUIRED
- 3 (10 14 00) LED CHANNEL SIGN PANEL; 4'-0" X 16" SIGN PANEL SECTION; PANEL TO BE ALUMINUM CHANNEL BODY WITH COLORED ACRYLIC FACE PANELS AND COLORED LED LIGHTING
- 4 REMOVE EXISTING SIGNAGE AND SEAL PENETRATIONS PRIOR TO PAINT WORK (09 91 00)
- 5 PAINT EXISTING METAL WALL PANEL; PREP WALL PER SPECIFICATION SECTION (09 91 00) PRIOR TO PAINT WORK; PAINT COLOR: PT-1
- 6 PAINT EXISTING MASONRY WALL; PREP WALL PER SPECIFICATION SECTION (09 91 00) PRIOR TO PAINT WORK; MASONRY RESTORATION PER (04 01 00) TO BE COMPLETED PRIOR TO PAINT SCOPE; PAINT COLOR: PT-2 / SOFFITS TO BE PT-2
- 7 PAINT EXISTING CMU BLOCK BANDING; BOTH BANDING ROWS; MASONRY RESTORATION AND PREP WORK TO BE COMPLETED PRIOR TO PAINTING PER (09 91 00) / (04 01 00); PAINT COLOR: PT-3
- 8 PAINT EXISTING METAL PANEL; PREP WALL PER SPECIFICATIONS SECTION (09 91 00); PAINT COLOR: PT-3
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- 10 PAINT EXISTING GUTTER, FASCIA, EXTERIOR COLUMNS, TRIM, AND FLASHING; PAINT COLOR: PT-4
- 11 REMOVE EXISTING SATELLITE DISH AND SEAL HOLES PRIOR TO PAINT WORK

**Masonry Restoration - Keyed Notes**

- 1 MASONRY RESTORATION WORK TO COMPLY WITH SPECIFICATION SECTION 04 01 00. NOTE TYPICAL TO KEYED NOTES 01-14



**1 Overall Site Plan**  
1/16" = 1'-0"



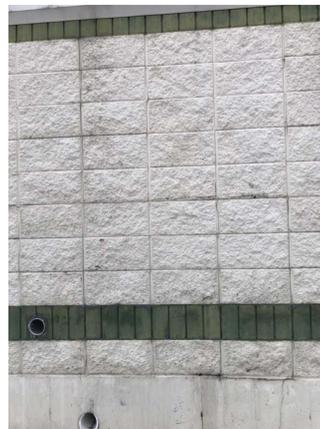
1



2



3



4



5



6



7



8

REPAIR METAL PANEL PRIOR TO PAINT WORK; REPAIR PANEL ATTACHMENT AND ASSOCIATED BASE FLASHING



9



10



11



12



13



14



15

### Masonry Restoration Photos

1. REFER TO PLAN A200 FOR MASONRY RESTORATION PHOTO REFERENCE LOCATIONS
2. (04 01 00) MASONRY RESTORATION CONTRACTOR IS RESPONSIBLE FOR REVIEW OF FULL BUILDING MASONRY TO PROVIDE COMPLETE MASONRY RESTORATION THAT COMPLIES WITH SPECIFICATION SECTION 04 01 00.
3. REFER TO SPECIFICATION SECTION 04 01 00 FOR ALL MASONRY RESTORATION.

**KEYNOTE LEGEND**

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- 6 PAINT EXISTING MASONRY WALL; PREP WALL PER SPECIFICATION SECTION (09 91 00) PRIOR TO PAINT WORK; MASONRY RESTORATION PER (04 01 00) TO BE COMPLETED PRIOR TO PAINT SCOPE; PAINT COLOR: PT-2 / SOFFITS TO BE PT-2
- 7 PAINT EXISTING CMU BLOCK BANDING; BOTH BANDING ROWS; MASONRY RESTORATION AND PREP WORK TO BE COMPLETED PRIOR TO PAINTING PER (09 91 00) / (04 01 00); PAINT COLOR: PT-3
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- 11 REMOVE EXISTING SATELLITE DISH AND SEAL HOLES PRIOR TO PAINT WORK

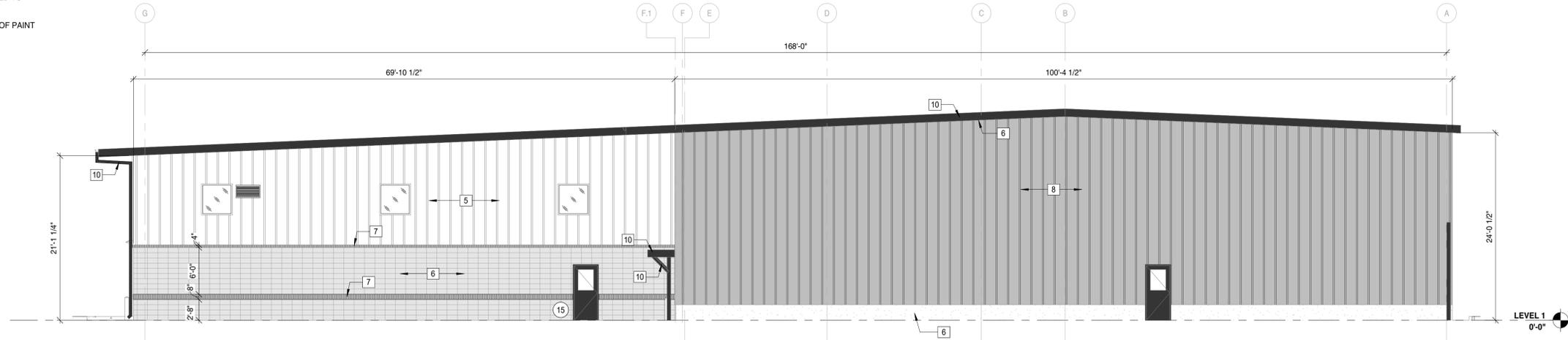
**Masonry Restoration - Keyed Notes**

- 1 MASONRY RESTORATION WORK TO COMPLY WITH SPECIFICATION SECTION 04 01 00. NOTE TYPICAL TO KEYED NOTES 01-14

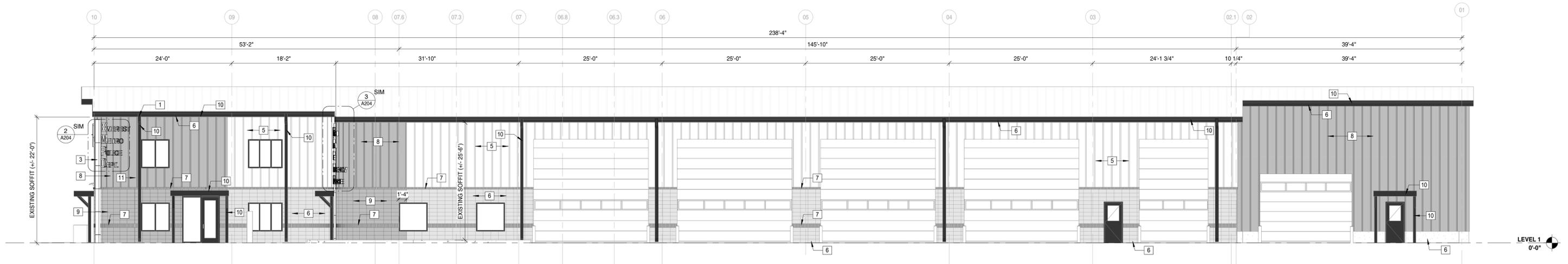
**MATERIAL FINISH SCHEDULE**

CATEGORY	TYPE	MANUFACTURER	MODEL	COLOR / FINISH	REMARKS
(09 91 00)					
PAINT	PT-1	SHERMAN WILLIAMS	SW 7066	GRAY MATTERS	PAINT MTL. WALL PANEL PER ELEVATIONS
PAINT	PT-2	SHERMAN WILLIAMS	SW 7064	PASSIVE	PAINT MASONRY PER ELEVATIONS / SOFFITS
PAINT	PT-3	SHERMAN WILLIAMS	SW 9555	STORM WARNING	PAINT MASONRY BANDING / MASONRY / MTL. PANEL PER ELEVATIONS
PAINT	PT-4	SHERMAN WILLIAMS	SW 7048	URBANE BRONZE	PAINT ALL TRIM, FLASHING, FASCIA, GUTTER AND DOWNSPOUTS

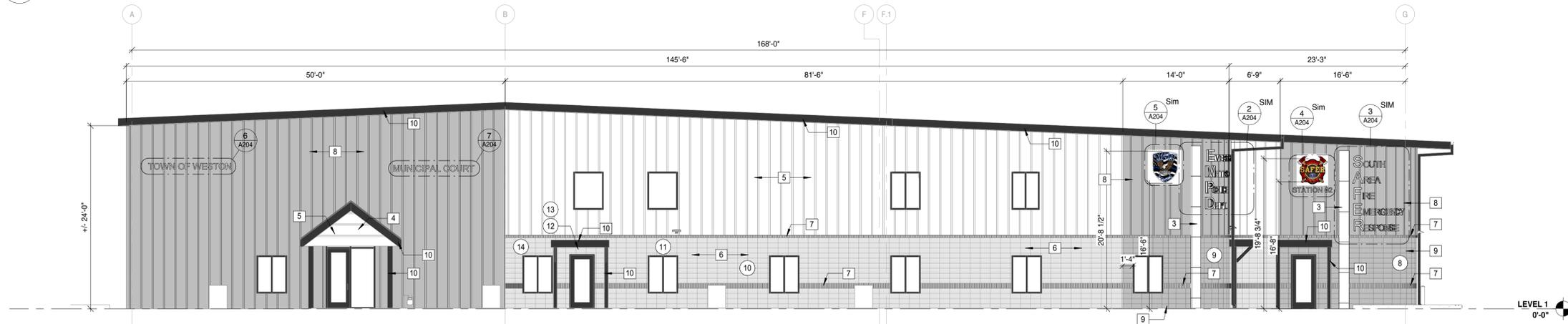
1. PAINT COLORS SCHEDULED ARE REFERENCED FOR THE INITIAL DESIGN INTENT. ALL DRAW DOWNS ARE TO BE SUBMITTED TO THE OWNER FOR REVIEW PRIOR TO APPROVAL.
2. PAINT CONTRACTOR TO ASSUME UP TO (2) ITERATIONS OF PAINT DRAW DOWN REVIEWS AND ADJUSTMENTS.



**4 East Elevation - Main Building**  
1/8" = 1'-0"



**1 South Elevation - Main Building**  
1/8" = 1'-0"



**2 West Elevation - Main Building**  
1/8" = 1'-0"

**KEYNOTE LEGEND**

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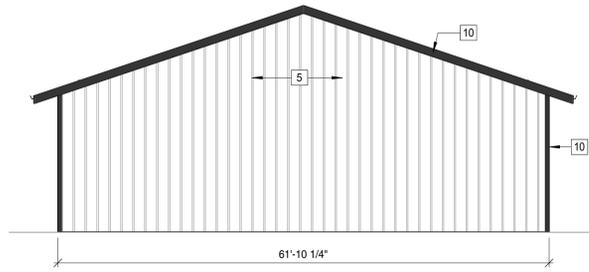
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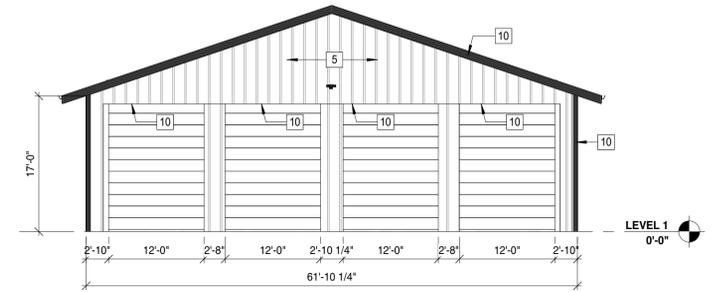
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**Masonry Restoration - Keyed Notes**

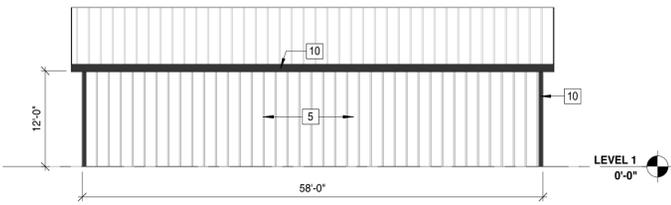
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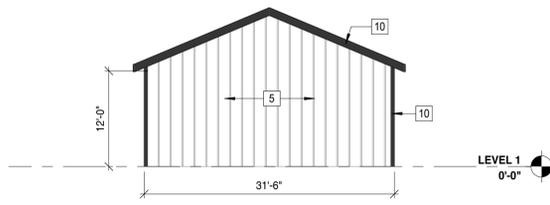
**2 East Elevation - Outbuilding #1**  
3/32" = 1'-0"



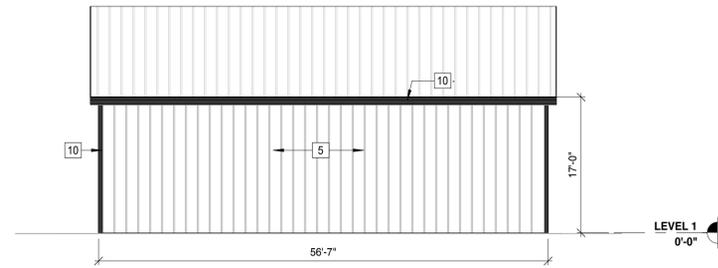
**3 West Elevation - Outbuilding #1**  
3/32" = 1'-0"



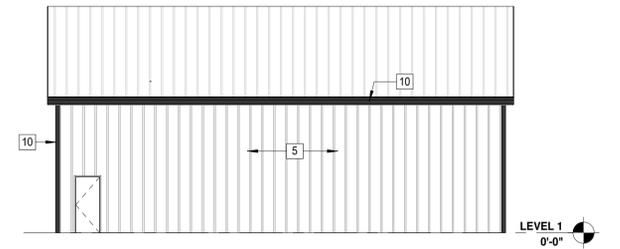
**6 East Elevation - Outbuilding #02**  
3/32" = 1'-0"



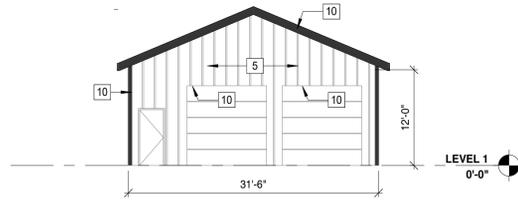
**7 North Elevation - Outbuilding #02**  
3/32" = 1'-0"



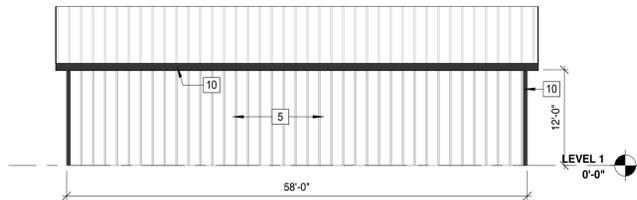
**4 North Elevation - Outbuilding #1**  
3/32" = 1'-0"



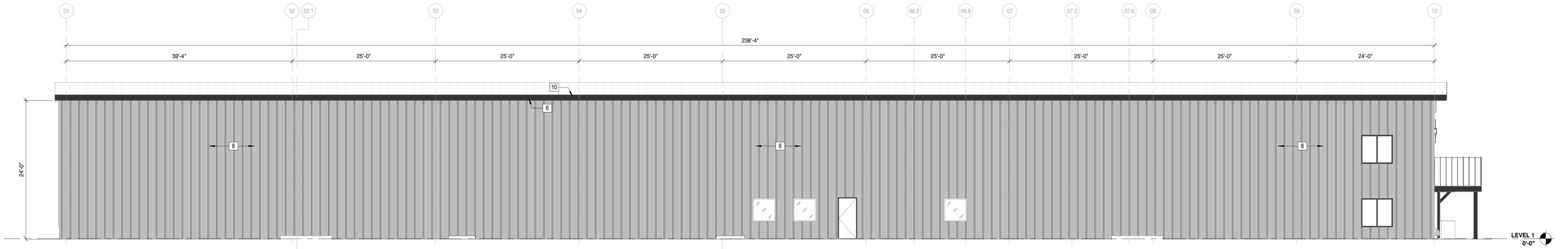
**5 South Elevation - Outbuilding #1**  
3/32" = 1'-0"



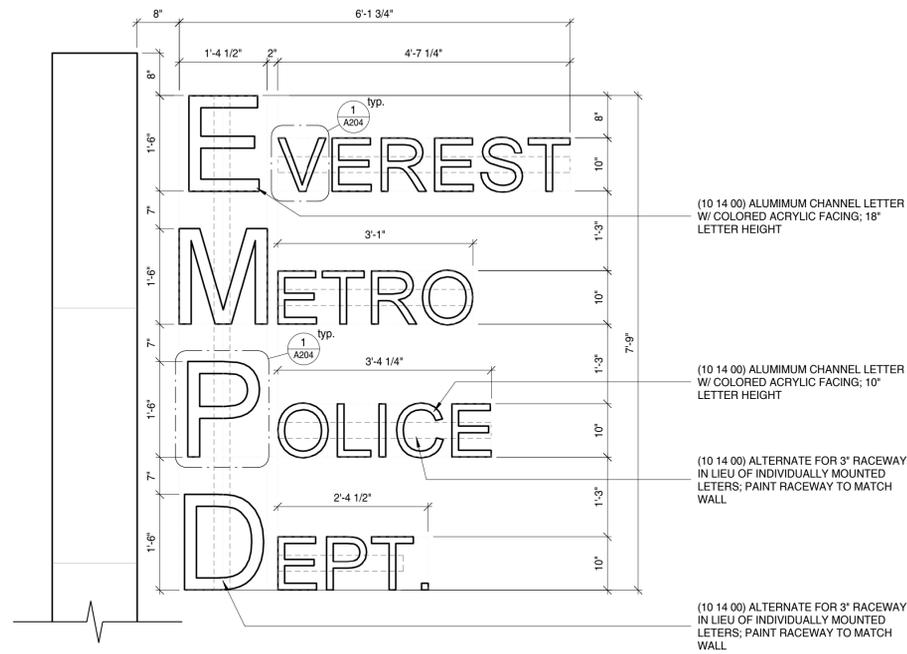
**8 South Elevation - Outbuilding #02**  
3/32" = 1'-0"



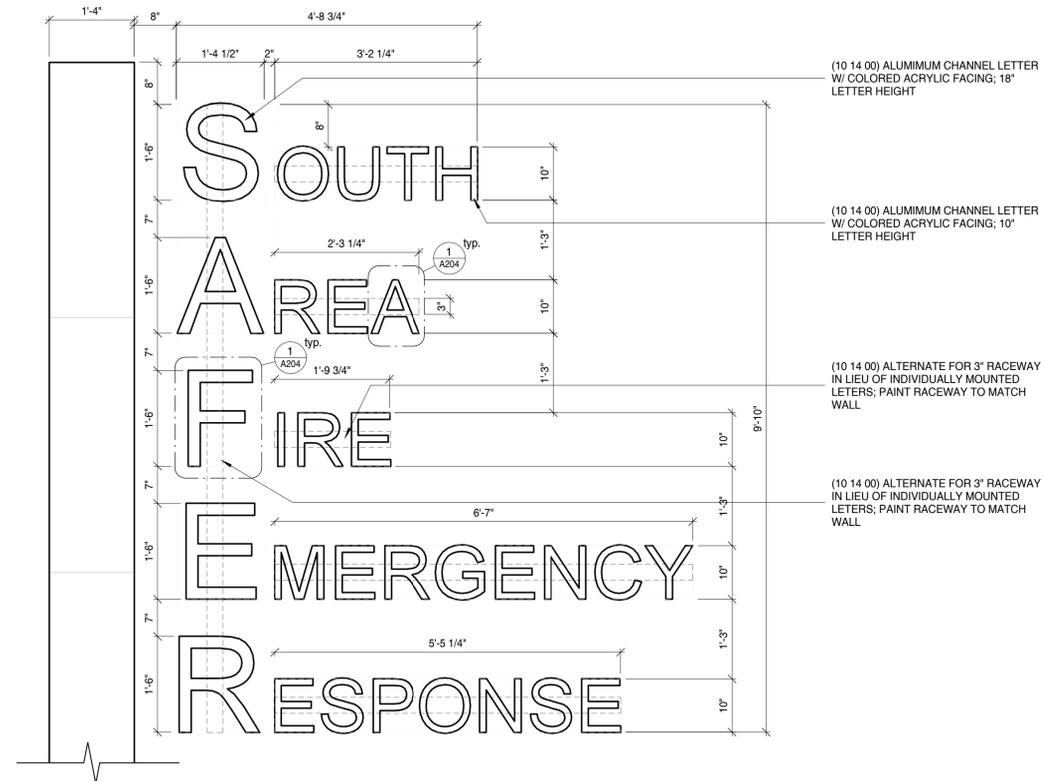
**9 West Elevation - Outbuilding #02**  
3/32" = 1'-0"



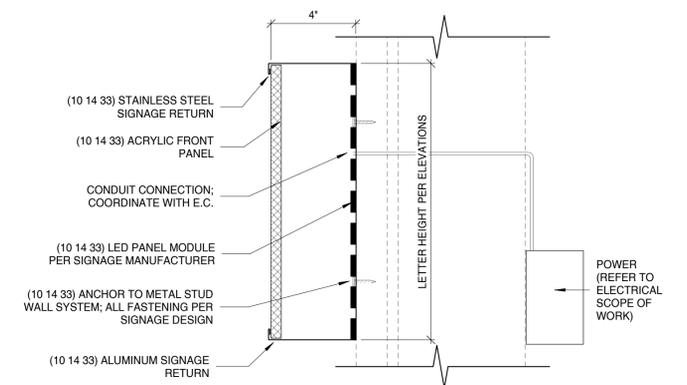
**1 North Elevation - Main Building**  
1/8" = 1'-0"



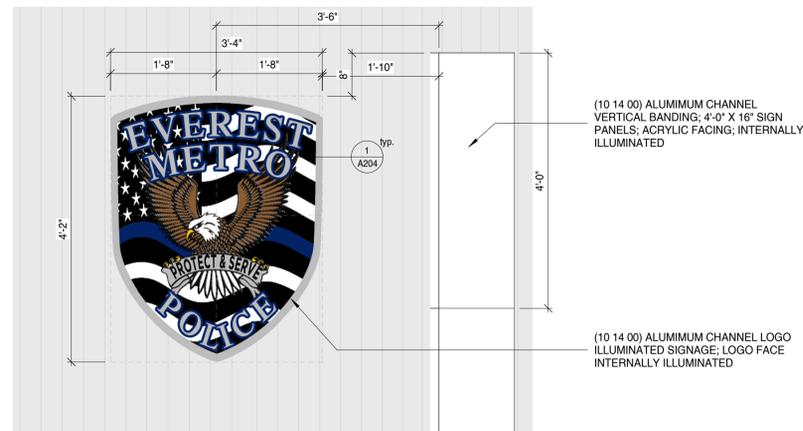
**2 Signage Detail - Police**  
3/4" = 1'-0"



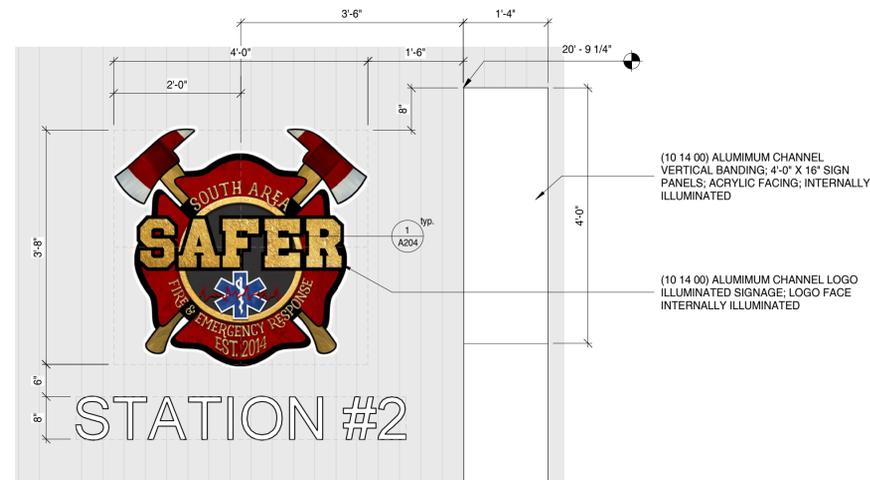
**3 Signage Detail - Fire**  
3/4" = 1'-0"



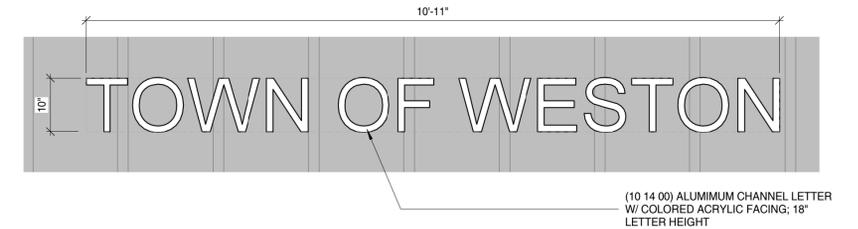
**1 LED Channel Letter - Detail**  
3" = 1'-0"



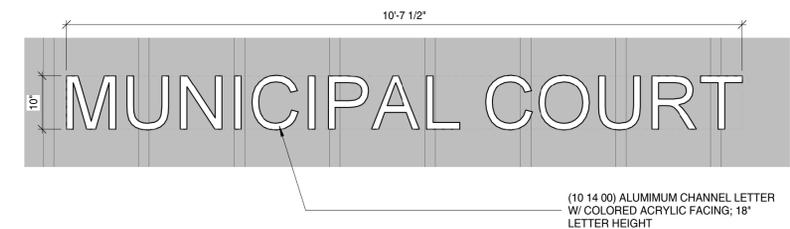
**5 Logo Signage - Elevation Detail - Police**  
3/4" = 1'-0"



**4 Logo Signage - Elevation Detail - Fire**  
3/4" = 1'-0"



**6 Signage Elevation - Town of Weston**  
3/4" = 1'-0"



**7 Signage Elevation - Municipal Court**  
3/4" = 1'-0"

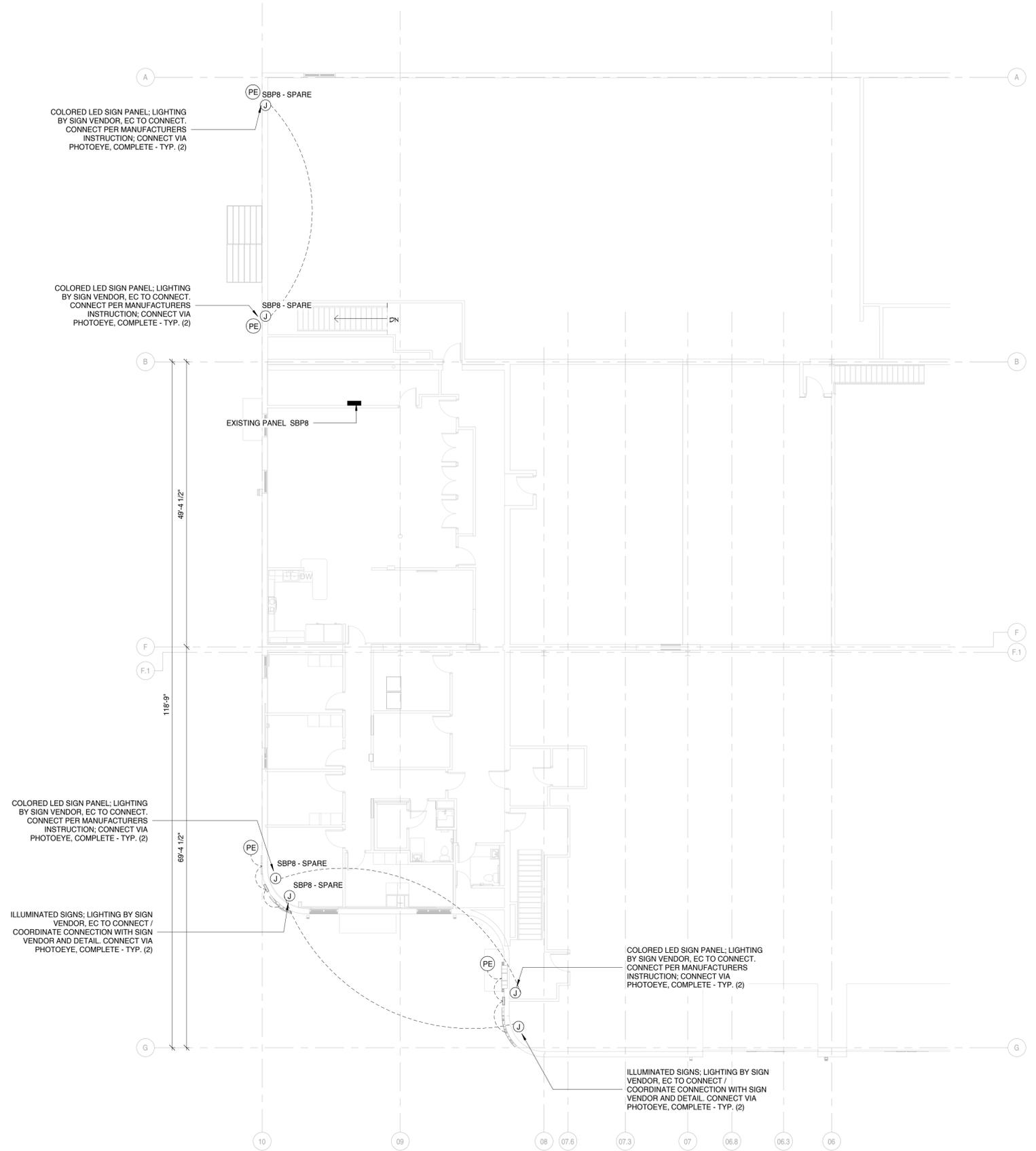
ELECTRICAL PANEL SCHEDULE																
MARK:	SBP-8	VOLTS:	208	120	MAIN CIRCUIT BREAKER:				100	A.	ENCLOSURE:	X				
LOCATION:		PHASE:	3		MAIN LUGS ONLY:					A.	SURFACE:	X				
		WIRE:	4		INTERRUPTING CAPACITY				10	A. SYM.	RECESSED:	NEMA: 1				
					AIC (x1000)											
CIRC. NO.	CIRCUIT USE	TRIP AMP	# OF POLES	WIRE SIZE	LOAD VA	TYPE	VA LOAD/PHASE			TYPE	LOAD VA	WIRE SIZE	# OF POLES	TRIP AMP	CIRCUIT USE	CIRC. NO.
1	BASEBOARD HEAT (EX)	20	1	12	1000	3	3880			2	2880	10	2	30	COND UNIT	2
3	BASEBOARD HEAT (EX)	20	1	12	1000	3	3880			2	2880	10	2	30	CU-5 (EX)	4
5	BASEBOARD HEAT (EX)	20	1	12	1000	3		2200		2	1200	12	1	20	FURNACE F-5 (EX)	6
7	BASEBOARD HEAT (EX)	20	1	12	1000	3	1800			1	800	12	1	20	SIGN LIGHTING (NEW)	8
9	BASEBOARD HEAT (EX)	20	1	12	1000	3		1800		1	800	12	1	20	PANEL LIGHTING (NEW)	10
11	BASEBOARD HEAT (EX)	20	1	12	1000	3			1000						SPARE (EX)	12
13	REFRIG RECEP (EX)	20	1	12	1300	4	1300								SPARE (EX)	14
15	REFRIG RECEP (EX)	20	1	12	1300	4	1300								SPARE (EX)	16
17	RECEPTACLES (EX)	20	1	12	1200	4			1200						SPARE (EX)	18
19	RECEPTACLES (EX)	20	1	12	1200	4	1200								SPARE (EX)	20
21	RECEPTACLES (EX)	20	1	12	1200	4			1200						SPARE (EX)	22
23	RECEPTACLES (EX)	20	1	12	1200	4			1200						SPARE (EX)	24
25	DISPOSER (EX)	20	1	12	1500	4	1500								SPARE (EX)	26
27	HOOD FAN (EX)	20	1	12	400	2	400								SPARE (EX)	28
29	SPARE (EX)	20	1						0						SPARE (EX)	30

LOAD PER PHASE: 9680 8580 5600

PANELBOARD LOAD ANALYSIS				
GENERAL DESCRIPTION	LOAD TYPE	CONNECTED KVA	DEMAND FACTOR	DE SIGN KVA
LIGHTING	1	1.6	x 1	= 1.6
AIR COND.	2	7.4	x 1	= 7.4
HEATING	3	6.0	x 1	= 6.0
RECEPTACLES	4	8.9	x NEC 220-13	= 8.9
MOTORS	5	0.0	x NEC 220-26	= 0.0
ELEVATORS	6	0.0	x NOTE 4	= 0.0
KITCHEN EQ.	7	0.0	x NEC 220-20	= 0.0
OTHER	8	0.0	x 1	= 0.0
SUBTOTAL=		23.9		SUBTOTAL= 23.9
				RESERVE (0%)= 0.0
				TOTAL KVA= 23.9
				TOTAL AMPS= 66.2

NOTES:  
1. NEW PANEL BUS SHALL BE COPPER.  
2. NEUTRAL BUS SHALL BE ISOLATED FROM ENCLOSURE.  
3. NOT USED  
4. PER NEC TABLE 430-22A; 430-26; 620-13,14,15.

LEGEND:  
\* NON CONCURRENT LOAD  
\*\*



1 Electrical Plan - Second Floor Overall  
1" = 10'-0"

## SECTION 04 01 00 MASONRY RESTORATION AND CLEANING

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division I govern work under this Section.

<b>INDEX</b>	1.1 Description	2.1 Materials
	1.2 Quality Assurance	3.1 Surface Conditions
	1.3 Submittals	3.2 Preparation
	1.4 Product Delivery, Storage & Handling	3.3 Installation - Application
	1.5 Job Conditions	3.4 Field Quality Control
	1.6 Pre-Installation Conference	3.5 Adjustments and Cleaning
	1.7 Warranty	

### PART 1 GENERAL

#### 1.1 Description

##### A. Work Included

1. Replacement and or repair of exterior masonry.
2. Repointing mortar joints.
3. Repair damaged masonry.
4. Repair and caulking of expansion and control joints at all dissimilar materials.

##### B. Related Work

1. Special protection to surrounding properties
2. Pre-Bid meeting
3. Summary of Work
4. Job Meetings
5. Shop Drawings
6. Testing of Mortar and Block
7. Final Cleaning
8. Joint Sealers

##### C. Description of System

1. The distinguishing original qualities or character of the structure, site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural feature shall be avoided when possible.
2. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new materials shall match the materials being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of features by historic, physical or pictorial evidence.

##### D. Definitions

1. Defective Mortar Joint: Any existing mortar joint that is loose, crumbled, cracked, badly weathered deeper than 1/3 inch behind masonry surface or unbonded to adjacent masonry units shall be deemed defective. Include previously repointed joints.
2. Defective Caulking: Any existing sealant with cohesive or adhesive failure or where bond has been lost between the sealant and the side of the joint. Also include

caulking that has fallen out, experienced a moisture reversion or exhibits minimal elasticity. Badly discolored caulking that can not be cleaned will be replaced. Slight surface crazing or discoloration will not be considered defective.

## **1.2 Quality Assurance**

- A. Qualifications of Restorer
  - 1. Company with five years documented experience in masonry restoration.
  - 2. All work shall be performed by skilled mechanics who are considered specialists in the type of work specified.
  
- B. Design Criteria
  - 1. Area of work includes all exposed exterior block from metal panel flashing to grade or adjoining materials on all exposed sides of the building within the perimeter of the building.
  - 2. At the completion of the work, the Owner will have a watertight, weathertight, structurally sound building with exposed masonry surfaces cleaned and repaired as required by this Specification ready for painting.
  - 3. Contractor shall work around existing gutters, downspouts, conduits, electrical boxes, etc. without removing them unless required to achieve the required scope of work. If required to be removed the price for removal and replacing should be part of the bid.
  
- C. Requirements of Regulatory Agencies:
  - 1. The Contractors will comply with all provisions of rules and regulations of State, Local and Insurance agencies covering the work to be done
  - 2. The Contractors will obtain and post all required governmental permits.
  
- D. Reference Standards
  - 1. American Society for Testing and Materials (ASTM)
    - a. C91, Masonry Cement.
  - 2. International Masonry Industry All-Weather Council (IMIAC)
    - a. Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.
  
- E. Obtain materials for masonry restoration from a single source for each type of material required to ensure match of quality, color, pattern and texture.

**1.3 Submittals:** Within 35 days after award of Contract, and before any of the materials of this Section are delivered to the job site, submit complete to the Architect in accord with the provisions of Section 01300 of these Specifications; the following:

- A. Samples
  - 1. Submit two samples of colored mortar illustrating color variations anticipated.
  - 2. Submit two samples of masonry replacement units.
  - 3. Submit two samples of caulking with color chart of caulking materials
  
- B. Restoration Operations
  - 1. Submit a complete written description of the materials and procedures to be used to carry out the work of this section before any materials are ordered. Include details of

- methods to be used to protect surrounding private and public property.
2. The Owner reserves the right to reject the use of tools or methods which do not produce the quality of work expected or cause damage.
  3. If alternative methods and materials to those indicated are proposed for any phase of the restoration work, provide a written description, including evidence of successful use on other, comparable projects and a program of testing to demonstrate effectiveness for use on this project.
- C. Manufacturer's Recommendations: Submit Manufacturer's instructions for storage, handling and application of all materials.
- D. Material List: Accompanying the Shop Drawings, submit two copies of a complete list of all materials and equipment proposed to be furnished and installed under this portion of the Work, giving Manufacturer's name, catalog number and catalog cut for each item where applicable.
- E. Product Data: Provide product data on cleaning compounds and solutions.
- F. Mix Designs: Submit written copies of proposed mortar mix designs and in what area they will be use.

#### **1.4 Product Delivery, Storage and Handling**

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Delivery of Materials:
1. Deliver replacement masonry neatly stacked and tied on pallets. Store clear of ground and cover with waterproof covering.
- C. Storage of Materials:
1. Protect grout and mortar materials from deterioration, moisture and temperature. Store in a dry location or in waterproof containers.
  2. The storage of all chemicals shall be such as to prevent tampering, acts of vandalism or possible injury to workmen and the public. The chemicals shall be stored in sealed containers and kept under lock and key.
- D. Handling Materials and Equipment: Vessels containing chemicals shall not be carried or hoisted unless they are tightly sealed to prevent spillage.
- E. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner. Immediately remove all damaged materials from the site.

#### **1.5 Job Conditions**

- A. Existing Conditions

1. The existing conditions, at the time of bidding, are expected to remain as such until work has begun on each section of the building.
  2. No consideration will be given to any claimed increase in the scope of the work required unless immediately brought to the attention of the Owner and substantiated by the Contractor with pictures and other documentation which prove that deterioration of the building has worsened, through no fault of the Contractor, between receipt of and the work on each section of the building has begun.
- B. Environmental Requirements
1. Do not lay masonry, stonework, repoint, caulk, wash down or wet surfaces when temperature may drop below 40 degrees F. within twenty four hours.
  2. Cold Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.
  3. Do no cleaning involving the use of water or liquid agents when temperatures are below freezing.
  4. Do not sandblast or use process creating dust, dirt, liquid spray when wind is over 10 miles per hour.
  5. Do no priming or caulking of joints with surfaces in less than a surface dry condition and temperatures under 40 degrees F
- C. Protection
1. Contractor is required to protect from damage all other areas of the building and grounds and adjacent properties. Erect barriers well outside the limits of wind-drifting liquids, including water.
  2. Take all measures to prevent damage to existing surroundings. Plywood sheets will be required as working or material storage surfaces.
  3. Prevent grout or mortar used in repointing and repair work from staining face of surrounding masonry and other surfaces. Remove immediately grout and mortar in contact with exposed masonry and other surfaces.
  4. Protect sills, ledges and projections from mortar droppings.
  5. Workmen using chemicals shall be required to wear protective clothing and gear as required with the governing federal, state or local codes
  6. Protect plantings and lawn areas from permanent damage. Provide necessary coverings and wrappings
- D. Sequencing, Scheduling
1. Perform repointing and masonry repair before cleaning
  2. Sequence of work will not interrupt the Owner's operations and is subject to the Owner's approval.
  3. The use of equipment which produces excessive dust or is unusually loud or is otherwise objectionable to the Owner shall be discontinued at the Owner's request.

## **1.6 Pre-installation Conference**

- A. Convene a pre-installation conference one week prior to commencing work of this Section.
- B. Require attendance of parties directly affecting work of this Section.
- C. Review conditions of installation, installation procedures, and coordination with related work.

- 1.7 Warranty:** The Contractor will warranty that proper materials were used and no further damage has been done to the structure by the restoration methods used. This warranty will cover all labor and materials to replace and repair any existing building surfaces found to be damaged by the restoration and will be in affect for two years.

## **PART 2 PRODUCTS**

### **2.1 Materials**

#### **A. Mortar Materials**

1. Mortar strength shall not exceed that of the existing mortar. Type N Lime-Cement Mortar (1:1:5) using white Portland cement. White Portland cement to be non-staining type complying with staining requirements of ASTM C91 for not more than 0.03~ water soluble alkali.

#### **B. Masonry Materials**

1. Block:
  - a. Whenever possible, the Contractor will make every effort to reuse sound undamaged existing block. Remove old mortar and stains and make each block unit like new and ready for reuse.
  - b. Block used for replacement purposes shall match existing block in grade, color and texture as closely as possible.
  - c. If matching block can no longer be located, the Contractor will be responsible to treat the closest matching block, which is available, and submit samples to the Owner for approval.
2. Masonry Anchors: Type and size indicated or, if not indicated match existing in size and type. Fabricate anchors and dowels from AISI Type 302/304 stainless steel.

## **PART 3 EXECUTION**

### **3.1 Surface Conditions**

#### **A. Inspection**

1. Prior to all Work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that all restoration may be performed in accord with all pertinent codes and regulations, the original design and the reference standards.
3. Do not proceed with installation until conditions are satisfactory.
4. Beginning of installation means acceptance of existing surfaces and conditions.
5. Ensure that all areas to be cleaned by water washing, are watertight and all damaged areas have been repaired, and masonry and joints, including mortar and caulking are sound. Seal all door and window openings with polyethylene sheets taped all around

#### **B. Discrepancies**

1. In the event of discrepancy, immediately notify the Architect.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

### **3.2 Preparation**

- A. Field Measurements
  - 1. Remove sound existing masonry units to be measured or used for creating a mold for manufacturing replacement units.
  - 2. Take samples of stone, brick and mortar to be used to obtain matching materials.
- B. Preparation of Surfaces
  - 1. Protect elements and surfaces surrounding the work of this Section from damage or disfiguration.
  - 2. Carefully remove and store fixtures, fittings, finishing hardware, accessories, etc.
  - 3. Close off, seal, mask, and board up areas, materials and surfaces not receiving work of this Section to protect from damage.
  - 4. Construct dustproof and weatherproof partitions to close off occupied areas from work of this Section.
  - 5. Protect roof membrane and flashings from damage. Lay 5/8 inch plywood on roof surfaces over full extent of work area and traffic route.
  - 6. Provide dams to divert flowing water to exterior drains. Water containing pollutants will not be dumped into the public sewer system but will be reclaimed and removed from the site or treated before bedding placed in any public sewer.

### **3.3 Installation - Application**

- A. Restoration Cleaning
  - 1. Cut out damaged, spalled, cracked, broken and deteriorated brick, and any stone that can not be fixed in place, with care in a manner to prevent damage to any adjacent remaining materials.
  - 2. Needle, shore, or support structure as necessary in advance of cutting out units.
  - 3. Cut away loose or unsound adjoining masonry to provide firm and solid bearing for new work. Remove mortar, loose particles and other debris from salvaged stone to be reused.
  - 4. Build in new or reclaimed masonry units following industry standard procedures. Where possible use salvaged stone and brick.
  - 5. Mortar Mix: Colored to match existing work.
  - 6. Ensure that anchors and ties are correctly located and built-in.
  - 7. Build-in masonry work to match and align with existing, with joints and coursing true and level, faces plumb and in line. Build-in all openings, accessories and fittings.
- B. Repointing
  - 1. Cut out loose or disintegrated mortar in joints to a depth where sound masonry is found but no less than 2.5 times the joint width and no less than the depth required to expose sound, un-weathered mortar. All joints to be square cut for the full depth of the cut. Furrow shaped joints will not be acceptable.
  - 2. Utilize hand tools. Power tools will be allowed only after test cuts determine no damage to masonry units will result.
  - 3. Do not damage masonry units.
  - 4. When cutting is complete, remove dust and loose material by brushing or with air jets.
  - 5. Pre-moisten joint to be damp without standing water and apply mortar as specified. Pack tightly in maximum 1/4 inch layers. Start at deepest cuts and work out of the joint in level layers. Layers to be thumbprint hard before next layer is applied or

## Village of Weston – Public Safety Building – Exterior Upgrades Project

before tooling. Leave a smooth, compact concave or flush joint to match existing. Tooling should leave joint edges slightly recessed behind the face of the masonry units.

6. Moist cure for 72 hours
7. Mortar to be used within 30 minutes after mixing. No re-tempering allowed.
8. Cleaning required at all new work areas.

### C. Expansion - Control Joints

1. Required new joints to be saw cut
2. Remove all loose, cracked, deteriorated or missing sealants in control, expansion and compression joints and replace with the specified sealants.

### D. Caulking

1. Remove all existing loose, cracked, deteriorated or missing sealants at windows, vents, door frames, copings, electrical outlets, faucets, etc.
2. Remove all foreign matter and properly prepare the surface to receive the new sealant per Manufacturer's recommendations.
3. Install new caulking per Manufacturer's recommendations. Provide bond breaker and backing material as required. Tool caulking to match existing. If required, texture surface of caulk joint with sand to prevent glaring.
4. All joints to be hidden or concealed, by other construction, shall be made available for inspection prior to their enclosing.
5. Check that all old shelf angles and lintels are free of caulk to allow water trapped behind supported masonry to weep.

### E. Aging

1. Aging methods to be thoroughly tested and approved before beginning work.
2. Rub-in or dust new masonry work to match, as close as possible, adjacent to original work.
3. Use carbon black in small amounts, rubbing in well with burlap rags or a medium bristle brush.
4. After each application, dust off surplus and wash down with low pressure hose.
5. Allow surface to dry before proceeding with succeeding applications.
6. Continue process until acceptance.

### F. Protection

1. Protect work from direct sunlight for eight hours after repointing.
2. Allow mortar to set 72 hours prior to any cleaning operations.

## **3.4 Field Quality Control**

- A. Testing: At completion of the work, the exterior Wythe of masonry shall be flooded, with a garden hose, for 24 hours to verify watertightness of the restoration. This testing will be done by the Owner

## **3.5 Adjustments and Cleaning**

### A. Cleaning at reworked areas

1. As work proceeds and on completion, remove excess mortar, droppings, smears, stains, efflorescence or other unsightly excess resulting from the work of this Section.

Date

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MASONRY RESTORATION AND CLEANING

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- 2. Clean surrounding surfaces. Remove all debris and equipment from work site.
- 3. Use of metal scrapers or brushes, acid or alkali cleaning agents will not be permitted.

B. Damage Repair: Contractor will repair or make arrangement for repair of all damage caused by their operations both inside and outside the building.

\* \* \* \* \*

## SECTION 07 92 13 SEALANTS AND CAULKING

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern work under this Section.

<b>INDEX</b>	1.1 Description	2.1 Caulking Materials
	1.2 Quality Assurance	2.2 Caulking Equipment
	1.3 Submittals	2.3 Acceptable Manufacturers
	1.4 Product Delivery, Storage and Handling	3.1 Surface Conditions
	1.5 Warranty	3.2 Preparation
		3.3 Installation
		3.4 Caulking Schedule

### PART 1 GENERAL

#### 1.1 Description

##### A. Work Included

1. The purpose of caulking in this work is to provide a positive barrier against penetration of air and moisture at joints between items where caulking is essential to continued integrity of the barrier.
2. Such caulking will normally be performed under the work of various Sections of these Specifications but shall be performed in strict accord with the provisions of this Section.
3. Exterior of Building: Joints and cracks around windows, aluminum entrances, door frames, columns, louvers, wall penetrations, connections and other joints necessary to seal off building from outside air and moisture.
4. Interior of Building:
  - a. Inside jambs and heads of exterior door frames.
  - b. Interior hollow metal door frames. Both sides of interior hollow metal frames at exposed masonry or precast concrete.
  - c. Inside perimeter of windows.
  - d. All masonry Control Joints
  - e. Mezzanine floors adjacent to perimeter walls.

##### B. Related Work Specified Elsewhere: Individual requirements for caulking are described in various other Sections of these Specifications.

- |                                     |                  |
|-------------------------------------|------------------|
| 1. Masonry Restoration and Cleaning | Section 04 01 00 |
| 2. Flashing and Sheet Metal         | Section 07 60 00 |
| 3. Painting                         | Section 09 91 00 |

#### 1.2 Quality Assurance

- A. Qualifications of Applicators: Installation of caulking shall be performed only by workers thoroughly skilled and specially trained in the techniques of caulking, and who are completely familiar with the published recommendations of the manufacturer of the caulking materials being used. Minimum two years experience and approved by manufacturer.
- B. Rejection of Installed Caulking: Indication of lack of skill on the part of caulking installers shall be sufficient ground for the Architect to reject installed caulking and to require its

## Village of Weston – Public Safety Building – Exterior Upgrades Project

immediate removal and complete recaulking at no additional cost to the Owner. This item will be strictly enforced and no excuses accepted.

- C. Manufacturer's Representative: Arrange for manufacturer's technical representative to be on project site to advise installer of proper procedures and precautions for the use of materials and to check installation.
- D. Reference Standards
  - 1. American Society for Testing and Materials (ASTM):
    - a. C 790, Recommended Practices for Use of Latex Sealing Compounds.
    - b. C 804, Recommended Practice for Use of Solvent-Release Type Sealants.
    - c. C 920, Elastomeric joint sealants.
    - d. D 1056, Flexible Cellular Materials - Sponge or Expanded Rubber.
    - e. D 1565, Flexible Cellular Materials - Vinyl Chloride Polymers and Co-polymers (Open Cell Foam).

**1.3 Submittals:** Within 35 days after award of Contract, and before any of the materials of this Section are delivered to the job site, submit complete to the Architect in accord with the provisions of these Specifications; the following:

- A. Product Data: Copies of product manufacturer's specification, recommendations and installation instructions for sealant, backing and associated materials.

### **1.4 Product Delivery, Storage and Handling**

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Delivery of Materials: Deliver materials in original, tightly sealed containers or unopened packages with Manufacturer's name, labels, product identification and lot numbers where appropriate.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

### **1.5 Warranty**

- A. Provide Manufacturer's standard year 10 material warranty. Replace sealants which fail because of loss of cohesion or adhesion, or do not cure.
- B. Guarantee workmanship against leakage for two years.

## **PART 2 PRODUCTS**

**2.1 Caulking Materials:** All caulking materials shall be a single or double component, non-sagging type.

- A. Sealants
  - 1. Silicone base, solvent curing conforming to requirements of C 920, Type S; Grade

NS; Class 25; Use NT; Shore 'A' hardness of minimum 15 and maximum 50; non-staining; non-bleeding; color as selected.

2. Polyurethane base, multi-component, chemical curing; self leveling type for application in horizontal joints and non-sagging type for application in vertical joints; capable of being continuously immersed in water, withstand movement of up to 25 percent of joint width and satisfactorily applied throughout a temperature range of 40 to 80 degrees F.; uniform, homogeneous, and free from lumps, skins and coarse particles when mixed; Shore 'A' hardness of minimum 15 and maximum 50; non-staining; non-bleeding; color as selected.

**B. Accessories**

1. Primer: Non-staining type, as recommended by sealant Manufacturer to suit application.
2. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant Manufacturer; compatible with joint forming materials.
3. Joint Filler: as recommended by sealant manufacturer to suit application.
4. Bond Breaker: Pressure sensitive tape recommended by sealant Manufacturer to suit application.
5. Masking Tape: Pressure sensitive adhesive paper tape.

**2.2 Caulking Equipment:** All caulking equipment shall be only such equipment as is specifically recommended by the manufacturer of the caulking material being installed.

**2.3 Acceptable Manufacturers**

- A. Dow Chemical
- B. General Electric
- C. Tremco

**PART 3 EXECUTION**

**3.1 Surface Conditions**

**A. Inspection**

1. Prior to all Work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that caulking may be installed in accord with the manufacturer's recommendations.
3. Examine joints to be sealed for construction defects which would adversely affect execution of work.
4. Ensure that masonry and concrete have cured 28 days minimum.

**B. Discrepancies**

1. In the event of discrepancy, immediately notify the Architect.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

**3.2 Preparation**

## Village of Weston – Public Safety Building – Exterior Upgrades Project

- A. Cleaning: Clean joint surfaces, using joint cleaner as necessary to be free of dust, dirt, oil, grease, rust, lacquers, laitance, release agents, moisture, or other matter which might adversely affect adhesion of sealant.
- B. Do not apply caulking to painted surfaces. Remove old paint and caulking material before applying new caulking.
- C. Masking: Mask area adjacent to joints.
- D. Very porous surfaces require priming.
- E. Before caulking, clean and prime surfaces to receive caulking per manufacturer's recommendations.
- F. Verify that joint shaping materials and release tapes are compatible with sealant.
- G. Examine joint dimensions and size materials to achieve required width/depth ratios.
- H. Use joint filler to achieve required joint depths, to allow sealants to perform properly.
- I. Use bond breaker where required.

### **3.3 Installation**

- A. Application of Backing
  - 1. Verify the compatibility of filler material with caulking before installation.
  - 2. Polyurethane for open joints shall be at least 1-1/2 times width of open joint and of thickness to give solid backing.
  - 3. Backing shall fill up joint do depth of joint is approximately 1/2 of its width for joints from 1/2" to 1".
  - 4. Install backing material in joints using blunt instrument to avoid puncturing. Do not twist rod while installing. Install backing so that joint depth is 50% of joint width, but a minimum of 1/4" deep.
- B. Mixing: (Two Part)
  - 1. Mix in exact proportions recommended by Manufacturer.
  - 2. Do not thin.
  - 3. Secure a perfect blend by thorough slow mixing.
  - 4. Mix five minutes mechanically (one gallon units) or ten minutes by hand.
  - 5. Do not mix in direct sunlight.
- C. Application of Caulking
  - 1. General:
    - a. Do not caulk under weather conditions or sun conditions potentially harmful to the set and curing of the caulking material.
    - b. Perform work in accord with ASTM C 804 for solvent release.
  - 2. Installation
    - a. Install caulking in strict accord with the manufacturer's recommendations, taking care to produce beads of proper width and depth, to tool as recommended by the manufacturer, and to immediately remove all surface caulking.

- b. Apply with hand caulking gun. Use gun nozzles of proper size to fit joints.
  - c. A minimum adhering surface should be as least 1/2". For joints from 1/2" to 1" wide, depth of sealant shall be 1/2 the width. For joints over 1", maintain depth of sealant to 1/2". (For unusual requirements, consult supplier.)
  - d. Seal joint when it is normal; not in a contracted or expanded condition.
  - e. Use masking tape to protect surrounding surfaces. Remove tape immediately after drawing bead with inner edge drawn away first to eliminate feather edging.
  - f. Tool with putty knife of suitable size within 10 minutes after gunning. Tool may be moistened with solvent to avoid sticking. Tool joints as indicated.
  - g. Do not apply caulking at temperatures under 50 degrees F.
  - h. Caulk entire perimeter of all openings unless otherwise indicated.
  - i. Joints: Free of air pockets, foreign embedded matter, ridges and sags.
- D. Cleaning: Remove excess materials adjacent to joints by mechanical means or with xylol (xylene) or mineral spirits as work progresses to eliminate evidence of spillage or damage to adjacent surfaces. Note: When using flammable solvents, avoid heat, sparks and open flames. Always provide adequate ventilation and follow all precautions listed on solvent container label. Leave finished work in neat, clean condition with no evidence of spillovers onto adjacent surfaces.

### **3.4 Caulking Schedule**

- A. Carefully study the Drawings and furnish and install the proper caulking of each point where existing joints are failing, plus all other points where caulking is essential in maintaining the continued integrity of the watertight barrier. In general, caulk all joints of masonry that have been restored by 04 01 00.

\* \* \* \* \*

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**SECTION 09 91 00 PAINTING – Bid #2**

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern work under this Section.

<b>INDEX</b>	1.1 Description	2.3 Mixing and Tinting
	1.2 Quality Assurance	3.1 Surface Conditions
	1.3 Submittals	3.2 Preparation of Surfaces
	1.4 Product Delivery, Storage and Handling	3.3 Paint Application
	1.5 Job Conditions	3.4 Reinstallation of Removed Items
	1.6 Warranty	3.5 Cleaning Items
	2.1 Materials	3.6 Painting Schedules
	2.2 Acceptable Manufacturers	

**PART 1 GENERAL**

**1.1 Description**

A. Work Included

1. The Painting Contractor shall furnish all material, labor and equipment required to complete all painting and finishing as shown on the Drawings, Plans and Specifications.
2. The Painting Contractor shall examine the Specifications for the various other trades and shall thoroughly become familiar with all provisions regarding painting. All surfaces that are left unfinished by the requirements of other Specifications shall be painted or finished as a part of this Work.
3. In general, paint all wood, metal surfaces, doors, frames, masonry; omit aluminum and prefinished surfaces.
4. Following Specifications cover complete painting and other surfaces throughout the exterior of building, unless otherwise noted.
5. The types of paint to be used and the number of coats to be applied are listed in the Painting Schedule in Part 3.6 of this Section of these Specifications.
6. Furnish tools, ladders, scaffolding, other equipment necessary for work completion.

B. Related Work Specified Elsewhere

1. Prefinishing: Shop priming and factory prefinishing are required on some, but not all of the items described in other Sections of these Specifications.
2. Structural Steel, Miscellaneous Metals and Metal Doors and Frames; one shop coat and touching up in field.
3. Masonry Restoration and Cleaning Section 04 01 00
4. Sealants and Caulking Section 07 92 13
5. Painting of Exterior Vents/Louvers Per plans

C. Definitions

1. The term "Paint", as used herein, includes enamels, paints, sealers, fillers, emulsions, and other coatings, whether used as prime, intermediate or finish coats.
2. "Coats" described later are based on roller, brush or spray application. Above does not refer to processes that require spraying only for their application or where specifically specified to be sprayed.
3. Conform to ASTM D16 for interpretation of terms used in this Section.

## **1.2 Quality Assurance**

- A. Qualifications of Painters
  - 1. Maintain a crew of painters throughout the duration of the work who shall be qualified to fully satisfy the requirements of this Specification.
  - 2. Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces. Apprentices may be employed to work under the direction of qualified journeymen, in accord with trade regulations. In the acceptance or rejection of installed painting, no allowance will be made for lack of skill on the part of painters.
- B. Requirements of Regulatory Agencies
  - 1. Occupational Safety and Health and pollution Regulations: Conform to the Federal and State requirements for painting work applicable to this Project.
  - 2. Permits: Obtain and pay for any special permits required by local governmental agencies.
- C. Reference Standards
  - 1. American Society for Testing and Materials (ASTM):
    - a. D 16, Definitions of Terms Relating to Painting, Varnish, Lacquer and Related Products.
  - 2. In addition to complying with all pertinent codes and regulations, comply with "Standard (Type 1)" as defined by the Painting and Decorating Contractors of America in their "Modern Guide to Paint Specifications", current Edition.

## **1.3 Submittals:** Within 35 days after award of Contract, and before any of the materials of this Section are delivered to the job site, submit complete to the Owner in accordance with these Specifications; the following:

- A. Samples: Accompanying the materials list, submit to the Owner two copies of the full range of colors, textures and finishes available in each of the proposed products.
- B. Manufacturer's Recommendations: In each case where material proposed is not the material specified or specifically described as an acceptable alternate in this Section of these Specifications, submit for the Owner's review the current Manufacturer of the proposed material.
- C. Material List
  - 1. A complete list of all materials proposed to be furnished and installed under this portion of the Work.
  - 2. This shall in no way be construed as permitting substitution of materials for those specified or approved for this Work by the Owner.
- D. Color Charts: Include color charts for selection by Owner based on color scheme noted on exterior elevations.
- E. Extra Stock: Upon completion of this portion of the Work, deliver to the Owner an extra stock of paint equaling 2 gallons of each color used in each coating material used, with all such extra stock tightly sealed in clearly labeled containers. Extra stock to be from batch mix furnished for Work.

#### **1.4 Product Delivery, Storage and Handling**

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Delivery of Materials: Deliver all paint materials to the job site in their original unopened containers with all labels intact and legible at time of use.
- C. Storage of Materials
  1. Store only the approved materials at the job site, and store only in suitable and designated area restricted to the storage of paint materials and related equipment.
  2. Use all means necessary to ensure the safe storage and use of paint materials and the prompt and safe disposal of waste.
  3. Store paint materials at minimum ambient temperature of 45 degrees F. and a maximum of 90 degrees F., in well ventilated area, unless required otherwise by Manufacturer's instructions.
- D. Handling Materials and Equipment
  1. Take precautionary measures to prevent fire hazards and spontaneous combustion.
  2. All soiled or used rags, waste and trash must be removed from the building each night and every precaution taken to avoid the danger of fire.
  3. Toxic Materials:
    - a. Where toxic materials, including both toxic and explosive solvents are used, take appropriate precautions as a regular procedure, conforming to the Manufacturer's recommendations and to the requirements of the applicable safety regulatory agencies.
    - b. In applying acid etch coating or solutions and toxic materials, provide ventilation and take protective measures to conform to the requirements of regulatory agencies.
- E. Replacements: The painting trade is responsible for making repairs of their own Work when due to defective workmanship or materials. Repair of damaged paint finish caused by other trades will be done by this Contractor but paid for by the contractor causing such damage. See Section 01 70 00.

#### **1.5 Job Conditions**

- A. Environmental Requirements
  1. Comply with Manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be applied.
  2. Do not apply finish in areas where dust is being generated.
  3. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45 degrees F. for 24 hours before, during and for 48 hours after application of finishes, unless required otherwise by Manufacturer's instructions.
  4. Do not apply exterior coatings during rain or snow or when relative humidity is above 50 percent, unless required otherwise by Manufacturer's instructions.
  5. Minimum Application Temperatures for Latex Paints: 45 degrees F. for interiors; 50

- degrees F. for exteriors; unless required otherwise by Manufacturer's instructions.
6. Provide lighting level of 80 foot candles measured mid-height at substrate surface.
  7. Do not do exterior work on unprotected surfaces if it is raining or moisture from any other source is present or expected before applied materials can dry or attain proper cure.
  8. Allow surfaces wetted by rain or other moisture source to dry and to attain temperatures and conditions specified before proceeding or continuing with coating application.

**B. Protection**

1. Cover or otherwise protect finished work of other trades and surfaces not being painted concurrently or not to be painted.
2. The Painting Contractor shall protect surfaces and objects outside the building, as well as the grounds, lawns, shrubbery and adjacent properties against damage. The Painting Contractor shall be held responsible for damage to adjacent furnishings.
3. Drop Cloths: Provide sufficient drop cloths, shields and protective equipment to prevent spray or drippings from fouling surfaces not being painted including surfaces within the paint storage and preparation areas.
4. Exposed Surfaces: Surfaces that will not be covered by other finishes will be protected against staining or damage by the work of the Painting Contractor. Repair of such damage may include replacement of the slab if so determined by the Architect or Owner.

**1.6 Warranty:** The Contractor will warranty that proper materials were used and no further damage has been done to the existing painted surfaces by the methods used to repaint the facility. This warranty will cover all labor and materials required to repaint and repair any failing surfaces and will be in affect for two years.

## **PART 2 PRODUCTS**

### **2.1 Materials**

- A. Select primary products of the coating system from products of a single manufacturer.
- B. Secondary products not specified by name and required for the job such as oils, thinners, patching, compounds, putty, shall be "best grade" or "first line" products of a reputable manufacturer.
- C. Compatibility
  1. All paint materials and equipment shall be compatible in use; finish coats shall be compatible with prime coats; prime coats shall be compatible with the surface to be coated; all tools and equipment shall be compatible with the coating to be applied.
  2. Thinners, when used, shall be only those thinners recommended for that purpose by the Manufacturer of the material to be thinned.
  3. All shop primers are required to be approved by finish coat paint manufacturer.
- D. Colors and glosses: All colors shall be as selected by the Owner and will as noted on the exterior elevations.
  1. Colors of paints should match color chips submitted to the Owner.

## **2.2 Acceptable Manufacturers**

- A. Materials selected for coating systems for each type surface shall be the product of a single manufacturer.

## **2.3 Mixing and Tinting**

- A. Deliver paints and enamels ready-mixed to job site.
- B. Accomplish job mixing and job tinting only when acceptable to the Owner.
- C. Fungicidal agent shall be incorporated into the paint by the Manufacturer.

## **PART 3 EXECUTION**

### **3.1 Surface Conditions**

- A. Inspection
  1. Prior to all Work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
  2. Verify that paint finishes may be applied in strict accord with all pertinent codes and regulations and the requirements of these Specifications.
  3. Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution, permanence or quality of work and which cannot be put into an acceptable condition through preparatory work as included in **Article 3.2 Preparation**.
  4. If metal or any other surface to be finished cannot be put in proper condition for finishing by customary cleaning, filling, sanding, dusting, puttying operation, notify Owner before bidding for clarification.
  5. Do not proceed with installation in areas of discrepancy until such discrepancies have been fully resolved.
  6. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums or as required by paint materials manufacturer: (submit written documentation by paint manufacturer).
    - a. Masonry, Concrete and Concrete Unit Masonry: 12 percent.
  7. Beginning of installation means acceptance of existing surfaces or substrate.

### **3.2 Preparation**

- A. General
  1. Protection: Prior to all surface preparation and painting operation, completely mask, remove or otherwise adequately protect all hardware, accessories, machined surfaces, plates, lighting fixtures and similar items in contact with painted surfaces, but not scheduled to receive paint.
  2. Priming:
    - a. Spot prime all exposed metals which are to be painted with emulsion paints using a primer recommended by the Manufacturer of the coating system.
    - b. Back prime all new masonry restoration areas prior to applying finish coats.
  3. Cleaning:

- a. Before applying paint or other surface treatment, thoroughly clean all surfaces involved.
  - b. Previously Painted Surfaces:
    - (1) Remove all blistered, peeling and scaling paint to bare substrate. Remove heavy chalk by scrubbing with solvent, water and recommended solution by the paint manufacture. Sand or etch any glossy areas and dust clean. Clean and spot prime any failed areas. Rinse clean and let dry. Any existing mildew on the surface must be completely killed and remove before applying paint.
    - (2) Efflorescence should be removed from masonry surfaces. Rusted or abraded areas on painted metal should be thoroughly hand or power toll cleaned and spot primed. For optimum performance in more corrosive areas, entire metal surface should be abrasive blast cleaned. In all cases if the old paint shows poor adhesion, it shall all be removed and the entire surface primed.
    - (3) Where new work joints existing work, prepare existing surfaces extending to the nearest break in the plane.
    - (4) Wash surfaces with detergent and water or other solution as required to remove any accumulated dirt, oil, grease or other foreign matter which would impair bond or bleed through new finishes. After washing, rinse with water and allow to dry thoroughly.
  - c. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
  - d. Note protection and cleaning required by Painting Contractor.
- B. Masonry
1. Fill cracks and irregularities with portland cement grout to provide uniform surface texture. (This work will be completed by 04 01 00)
  2. Fill concrete masonry unit surfaces with block filler. (This work will be completed by 09 91 00)
- E. Ferrous Metal Surfaces
1. Thoroughly clean all surfaces until they are completely free from dirt, oil, rust, scale or grease. When heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts and nuts are similarly cleaned. Spot prime paint after repairs.
  2. Allow to dry thoroughly before application of paint.
  3. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.

### **3.3 Paint Application**

- A. General
1. Workmanship: Very best, spread materials evenly, glow on smoothly without runs, sags, employ skilled mechanics.
  2. Use materials only as specified by Manufacturer's direction label on container.
  3. Where interior or exterior wood and metal are primed in the mill or ship, use material in every case same as the specified for such surfaces; use as per Manufacturer's directions for first or priming coat.
  4. Hollow metal doors; Finish door tops, bottoms, edges, same as balance of doors

after they are fitted.

5. Clean surface before proceeding with first coat application. Use fine sand paper between coats. Finish metal to produce even, smooth finish.
6. Do not apply finishes to surfaces that are not dry.
7. Each coat shall cover preceding coat, so that preceding coat shall not show through. Each coat of paint shall be slightly darker than preceding coat unless otherwise directed. Undercoats shall be tinted similar to finish coats. Color of priming shall be lighter than body coat. Body coat shall be same color but lighter than finish coat.
8. Paint all surfaces, except glass, flat concrete and similar items, not pre-finished and not called out as unfinished.
9. Finish coats shall be smooth, free of brush marks, streaks, laps or pile up of paints, and skipped or missed areas.
  - a. Finished metal surfaces shall be free of skips, voids or pinholes in any coat when tested with a low voltage detector. Test required on first application.
10. Make edges of paint adjoining other materials or colors clean and sharp with no overlapping.
11. Apply primer on all work before painting.
12. Refinish whole wall where portion of finish has been damaged or is not acceptable.
13. Finish metal doors and frames to be Manufacturer's standard primed (not finish coated); finish coats by Painting Contractor.
14. No overhead doors or rolling steel doors should be painted.
15. All soffits to be painted

B. Drying

1. Allow sufficient drying time between coats.
2. Modify the period as recommended by the material Manufacturer to suit adverse weather conditions.

C. Environmental Conditions

1. Comply with the Manufacturer's recommendations as to environmental conditions under which the coating system may be applied. No painting allowed when temperatures are below 50 degrees F., above 120 degrees F. or with 90% or above relative humidity.
2. Do not apply paint in areas where dust is being generated.

D. Defects: Sand and dust between coats to remove all defects visible to the unaided eye from a distance of five feet.

E. Dry Mil Thickness

1. General: Apply all coatings to the dry mil thickness indicated in the Painting Schedule below. In general all painted surfaces to have a DFT as listed unless noted otherwise.

F. Recoating

1. Whenever possible, notify Architect between coats.

**3.4 Reinstallation of Removed Items:** Following completion of painting, in each space, promptly reinstall all items removed for painting or wall covering using only workmen skilled in the particular trade.

**3.5 Cleaning Up**

- A. General
  - 1. During progress of the Work, do not allow the accumulation of empty containers or other excess items except in areas specifically set aside for the purpose.
  - 2. Prevent accidental spilling of paint materials and in event of such spill, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition, all at no additional cost to the Owner.
  - 3. Collect cotton waste, cloths and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.
  - 4. Touch up and restore finish where damaged.
  - 5. Do not mar surface finish of item being cleaned.
  - 6. Leave storage space clean and in condition required for equivalent spaces in project.
- B. Prior to Final Inspection: Upon completion of this portion of the Work visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.

### **3.6 Painting Schedule**

- A. Surfaces Not to be Painted.
  - 1. Garage doors
  - 2. Aluminum doors and windows
  - 3. Concrete slab areas
- B. Exterior Work (use only exterior quality materials)
  - 1. Concrete Masonry Units (CMU)
    - a. First Coat: 100% acrylic masonry primer  
Min. DFT: 3.1 mils  
Min. Volume Solids: 73%  
Alkali Resistance: Passes TT-P-1511B 4.4.11
    - b. 2nd Coat: 100% Acrylic satin coating
    - c. 3rd Coat: 100% Acrylic satin coating  
Min DFT: 1.3 mils per coat;  
Min. Volume Solids: 32%;  
Sheen: 10-20 units at 60 degrees.
- C. Exterior Ferrous Metals:
  - a. Touch-up: Rust-inhibitive waterborne acrylic primer, free of heavy metals;  
Min. DFT: 2.5 - 5.0 mils  
Min. Volume Solids: 44%
  - b. 2nd Coat: Non-blocking, 100% acrylic satin coating
  - c. 3rd Coat: Non-blocking, 100% acrylic satin coating; Min. DFT: 1.3 mils per coat;  
Min. Volume Solids: 31%;  
Sheen: 70-90 units at 60 degrees.
- D. Finishing Mechanical and Electrical Equipment
  - 1. Paint in finished areas only and on exterior of building, exposed or visible galvanized metal ducts, hangers, sheet metal work, conduit boxes, brackets, collars, supports, exposed covered and uncovered plumbing, heating and other piping and conduit.

Village of Weston – Public Safety Building – Exterior Upgrades Project

- 2. Remove oil or grease from piping and ductwork and apply one coat of primer compatible with surface being finished and with painting material being used for finished coats.

\* \* \* \* \*



KUENY ARCHITECTS, L.L.C.

SPECIFICATION FOR

PROJECT:

**Village of Weston – Public Safety Building -  
Exterior Upgrades Project**

OWNER:

Village of Weston  
4747 Camp Phillips Road  
Weston, WI 54476

SPECIFICATION DATE:

May 11, 2023

BID DATE:

May 25, 2023

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Village of Weston – Public Safety Building – Exterior Upgrades Project

**ARCHITECT**

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## INVITATION FOR BIDS

Contractors are invited to bid on the Weston Public Safety Building, located at 5303 Mesker St, Schofield, WI 54476 as described in the Drawings and Specifications dated May 11, 2023 as prepared by:

Kueny Architects, LLC  
10505 Corporate Drive, Suite 100,  
Pleasant Prairie, Wisconsin 53158.  
Phone number (414) 690-3197  
jonw@kuenyarch.com  
anita@kuenyarch.com

A Pre-Bid meeting will be held on May 16, 2023 at 11:30 AM at site location 5303 Mesker St, Schofield, WI 54476.

Sealed Bids will be received by The Village of Weston Municipal Center located at 4747 Camp Phillips Road, Weston, WI 54476 on May 25, 2023 at the receptionist's desk in the main office up until 2:00 PM Central Standard Time. At that time Bids will be opened publicly read aloud for consideration by the Owner.

The Project consists of three bid packages. Bid package #1 is to consist of the restoration of the existing masonry wall through tuck pointing and methods specified. Bid package #2 is to consist of painting the exterior metal wall panels, masonry, overhangs, fascia, and soffits. Bid package #3 is to consist of new LED channel letter signage around the various building entrances.

Bids will be based on a single lump sum for the following separate Contracts:

1. General

The Contract Documents, including Plans and Specifications are on file with:

- |                     |                   |                      |
|---------------------|-------------------|----------------------|
| 1. Dodge            | 3. Bid Tool       | 5. Bid Ocean Inc     |
| 2. ConstructConnect | 4. Daily Reporter | 6. Builders Exchange |

Bidding Documents, including Drawings and Specifications, may be obtained via email by contacting Anita Stanley at anita@kuenyarch.com or by calling (262) 857-8101.

Bidders may be required to submit a brief statement of their qualifications to the Architect before submitting a Bid.

All Bidders will be required to submit a complete list of subcontractors within 24 hours after bid due date.

All Bids will remain firm for a period of 90 days after the opening date.

A certified check or a satisfactory Bid Bond executed by the Bidder and satisfactory Surety Company in the amount of 10% of the Bid made payable to The Village of Weston, shall accompany each bid.

Successful Bidders will be required to furnish and pay for a satisfactory Performance Bond, and Labor and Materials Bond in the amount of 100% of the Contract.

The Owner reserves the right to accept or reject any and all Bids in their best interest.

NOTE: This Project has a Liquidated Damages-Bonus clause.

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## SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

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### A. Description of Project

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1. The Project consists of three bid packages. Bid package #1 is to consist of the restoration of the existing masonry wall through tuck pointing and methods specified. Bid package #2 is to consist of painting the exterior metal wall panels, masonry, overhangs, fascia, and soffits. Bid package #3 is to consist of new LED channel letter signage around the various building entrances.

Work by Owner: The following work will be accomplished by the owner or will be let under separate Contracts not included in this Specification:

- a. Landscaping
2. Unusual Conditions: It is assumed that no unusual conditions will be encountered during the actual performance of the Work. However, the Contractor should study the site carefully for accessibility, mechanical access, etc.
  3. Completion Schedule: It is the Owner's intention to start construction June 2023 with substantial completion September 2023; work sequence by contractors will reflect this schedule.
  4. The Contractor for the General Contract shall commence work under the Contract on its execution and shall fully complete all work thereunder no later than the time indicated on the Proposal form.

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### B. Definitions and Standards

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1. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The bidding requirements consist of the Advertisement or Invitation to Bid, Instruction to Bidders, Supplementary Instruction to Bidders, the Bid Form and other sample bidding and contract forms. The proposed Contract Documents consist of the Form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
2. Definitions set fourth in the General Conditions of the Contract for Construction, AIA Document A 201, or in other Contract Documents are applicable to the bidding Documents.
3. **Addenda** are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
4. A **Bid** is complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accord with the Bidding Documents.

## Village of Weston – Public Safety Building – Exterior Upgrades Project

5. The **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
6. An **Alternate Bid** (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work as described in the Bidding Documents, is accepted.
7. A **Unit Price** is an amount stated in the Bid as a price per unit measurement for materials, equipment or services or a portion of the Work as described in the Bidding documents.
8. A **Bidder** is a person or entity who submits a Bid.
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.
10. **Interpretation of Trade Names or Titles:** Each item listed in the Specifications is intended to be complete and fully workable item or piece of equipment. The Contractor will include in the Proposal this item or equipment in such a manner that the Owner may take it over and find it capable of performing to the intention of its design. This is not intended to make the Contractor responsible for the engineering design of what is shown, intended or indicated, but only to insure the furnishing of complete and functioning installations.
11. **Reference to Standard Specifications:** Such reference shall mean latest edition as of time of Advertisement for Bids.
12. **“Or Equal” Clause:** Whenever the Contract Documents designate any article, material or equipment by describing a propriety product, or by using the name of a Manufacturer or vendor, the term “or equal” shall apply. The article, material or equipment so named, shall be understood to define a type, function, minimum standard of design, efficiency and quality desired, and is not intended to eliminate competition. The Contractor may, by complying with the requirements of Paragraph 3 of Section E, Substitutions, of the Instructions to Bidders, use authorized substitutions in the Bid.
13. **Match Existing:** When the term “Match Existing” is used, the contractor will supply new materials that will match existing in all aspects including form, function, color, texture, size, etc. Contractor will inform the Architect, prior to bidding, if any existing product cannot be matched as stated above so that the situation can be researched and an addendum issued.

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### C. Qualifications of Bidders

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1. At the request of the Architect, any Contractor or Subcontractor may be requested to submit all of the information listed below for study by the Owner, in order to determine the ability of the Contractor to perform.
  - a. Performance Record
  - b. Address and Description of Plant

- c. List of Equipment and Personnel
  - d. List of Completed Projects
  - e. Certified Financial Statement
  - f. AIA Document A 305, Contractors Qualification Statement, completed in full.
  - g. Any additional information that will satisfy the Owner as to the ability of the Bidder to perform the Contract.
2. Failure of a Contractor to supply information requested will be grounds for rejection of the Prime Contractors bid or rejection of a Subcontractor listed by a Prime Contractor.
  3. Should the Owner or the Architect not be familiar with a General Contractor, they will be expected to normally have concrete, masonry and carpentry workers in their permanent employ to qualify as General Contractor and to submit data for qualification.

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#### **D. Examination of Project Requirements**

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1. Each Bidder by making a Bid represents that:
  - a. The Bidder has read and understands the Bidding Documents and the Bid is made in accord therewith.
  - b. The Bidder has read and understands the Bidding Documents or Contractor Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the project, if any, being bid concurrently or presently under construction.
  - c. The Bidder has visited the site, become familiar with the 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.
  - d. The Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

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#### **E. Bidding Documents**

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1. Copies
  - a. Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bonafide bid and return the Bidding Documents in good condition within ten days after announcement of award or withdrawal of the project. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the deposit will be refunded.
  - b. Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.
  - c. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

## Village of Weston – Public Safety Building – Exterior Upgrades Project

- d. The Owner or Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use of the Bidding Documents.
2. Interpretation or Correction of Bidding Documents
    - a. The Bidders shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, and shall examine the site and local conditions, and should Bidders or Sub-bidders find their work impossible to perform as detailed or items impossible to furnish as specified, or resulting installation unusable, unsafe, impracticable, unworkable or unable to perform upon examination of the Bidding Documents or of the Site and local conditions, Bidders will notify Architect prior to submission of Bid, or will assume responsibility of proper performance at no additional cost to the Owner.
    - b. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.
    - c. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
    - d. Where not covered under Article E.2.a.,b. and c. above, a discrepancy between items or materials or equipment indicated and/or specified, the Bidders shall assume the greatest number, the best quality, the most complete indicated or required. Where items are listed in more than one Contract, each listed shall include item in their Proposal.
  3. Substitutions
    - a. General:
      - 1) The materials, products and equipments described in the Bidding Documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
      - 2) Where any Contractor provides an item or installation not as specified but as accepted as an equal or as a substitution, the Contractor will assume responsibility for the performance of same and provide for any modifications to architectural, structural or mechanical work as required to accommodate such items.
    - b. Pre-Bid
      - 1) No substitution will be considered prior to receipt of Bids unless written requests for approval have been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including Drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting fourth any changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included.

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

- 2) If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
  - c. With Bid: Substitutions or modifications of specified items suggested by the Bidder as to being equal to or better than as specified, may be stated on the Bid Form by the Base Bid for the Owner's consideration.
  - d. After Award: No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.
4. Addenda:
- a. Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of Bidding Documents.
  - b. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
  - c. No Addenda will be issued later than one day 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.
  - d. Each Bidder shall ascertain prior to submitting a Bid that all addenda issued have been received and shall acknowledge their receipt in the Bid.

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## **F. Bidding Procedures**

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1. Type of Bid: Bids will be received under the following Contracts:
  - a. General  
No other form of bidding will be considered by the Owner.
2. Unit Prices: Unit prices requested on the Bid Form shall be given and, if included in the Contract, will be used for additions to or deductions from amount of Work required under the Contract. Unit prices shall include all cost of materials, labor, transportation, insurance, applicable taxes, overhead and profit.
3. Alternate Bids:
  - a. Alternate Bids must be submitted for different items entering into the construction of the building as called for under the different headings in the Specifications and as provided in the Bid Forms under each division of Work. Failure to bid alternates will result in rejection of the Bid.
  - b. The Owner reserves the right to accept or reject any alternates that will result in advantage for the Owner.
  - c. Allowances: Bidders shall include all items for which cash allowances are specified for the various sections of the Specifications. The amount of the allowances will be part of the Base Bid.
4. Form and Preparation of Bid
  - a. Bids shall be submitted upon the prescribed bid form furnished within the specification.
  - b. The form shall be completely filled out in ink or type written in words and

## Village of Weston – Public Safety Building – Exterior Upgrades Project

- figures (in case of discrepancy, words shall govern) including applicable phase-of-work.
- c. Any interlineations, alteration or erasure must be initialed by the signer of the
  - d. Bid.
  - e. All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change”.
  - f. 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 Bidders refusal to accept award of less than the combination of Bids the Bidder so stipulates. The Bidder shall make no additional stipulations on the Bid Form nor qualify the Bid in any other manner
  - g. List of Subcontractors: Each Bidder is required to submit a complete list of subcontractors with the proposal on the spaces provided on the proposal and as outlined under the Invitation for Bids. This list shall conform to the breakdown form requested in Paragraph 9.2.1 of the General Conditions. Work and material furnished by the Prime Contractor shall be so listed along with actual subcontractors. This list will meet the requirements of Article 5.2.1. of the General Conditions.
  - h. Requirements for Signing Bids:
    - 1. Each copy of the Bid shall include the legal name of the Bidder, and a statement that the Bidder is a sole proprietor, a partnership, a corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract
    - 2. Bids which are not signed by individuals making them, shall have attached thereto, a Power-of-Attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
    - 3. Bids which are signed for a partnership, shall be signed by the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there shall be attached to the Bid, a Power-of-Attorney evidencing authority to sign the Bid, executed by the Partners.
    - 4. Bids which are signed for a Corporation, shall have the correct corporate names thereof and the signature of the President of the Corporation, hand-written below and stamped with the Corporation Seal. A Bid by a Corporation shall further give the State of Incorporation.
    - 5. All Bids must be notarized.
5. Bid Security
- a. A satisfactory Bid Bond executed by the Bidder and Surety Company or a certified check in an amount equal to ten percent of the Bid shall be submitted with each Bid payable to the Owner. Form should be similar to AIA Document A 310. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
  - b. Bidders by submitting a Bid and Bid Bond pledges that the Bidder will enter into a Contract with the Owner, within twenty days after the proposal is accepted by the Owner and the Bidder is given written notice thereof, on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, if required, the amount of the bid security shall be

forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event that the Owner fails to comply with Subparagraph H.1.

- c. Each surety will determine the ability of each Contractor they bond to meet all the requirements of this Specification.
  - d. Bid Bonds or checks of unsuccessful Bidders will be returned within seven days after bids are opened.
  - e. The Owner will have the right to retain the Bid Security of Bidders to whom an award is being considered until either the Contract has been executed and bonds, if required, have been furnished, or
  - f. The specified time has elapsed so that Bids may be withdrawn, or all bids have been rejected.
6. Submission of Bids:
- a. All copies of the Bid, the Bid Security, if any and any other documents required to be submitted with the Bid shall be enclosed in sealed opaque inner outer envelopes
    1. The outer envelope stating Bid, Project, Time for Opening, the Branch of Work and Bidders name and address;
    2. The inner envelope stating the Bidder's name and the project.
    3. 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.
  - b. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
  - c. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
  - d. Oral, telephonic, telegraphic, or electronic Bids are invalid and will not receive consideration.
  - e. Any deviation from the exact procedure described above or omission of any item or line of the Bid Form requested, may result in rejection of the Bid. Owner assumes no responsibility to open Bids received by mail after the Bid Opening.
7. Modification or Withdrawal of Bid
- a. A Bid may not be modified, withdrawn or cancelled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting the Bid.
  - b. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder, written confirmation over the signature of the bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.
  - d. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

- e. Bid security, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.

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**G. Consideration of Bids**

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1. Opening of Bids: Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly. An abstract of the Base Bids and Alternate Bids, if any, may be made available to Bidders.
2. Rejection of Bids: The Owner shall have the right to reject any or all Bids and to reject a Bid not accompanied by any required Bid security or by other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.
3. Acceptance of Bid (Award):
  - a. It is the intent of the Owner to award a Contract to the lowest responsible, responsive bidder provided the Bid has been submitted in accord with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in the Owner's judgment, is in the Owner's best interests.
  - b. The low Bidder will be determined solely on the basis of the Base Bid and accepted Alternates. Substitutions, while welcome, will not be used to determine the low bidder. However, should all Contractors submit the same substitution in the same manner, this substitution will then be considered to be an Alternate.
  - c. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise provided, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
  - d. Formal notice in writing to the awardee from the office of the Architect shall constitute award of the Contract. Acceptance of any substitution by the Owner shall be in writing by the Architect after the award of the Contract to the low bidder, in the form of Change Orders.

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**H. Post Bid Information**

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1. Owner's Financial Capability: The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.  
Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Owner-Contractor Agreement.
2. Subcontractors and Suppliers
  - a. The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the subcontractors and suppliers listed with the Bid or proposed to furnish and perform the Work described in the Bidding Documents.

- b. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable objection to any such proposed subcontractor or supplier. If the Owner or Architect has reasonable objection to any such proposed subcontractor or supplier, the Bidder has the option to:
  - 1) Withdraw the Bid, or
  - 2) Submit an acceptable substitute subcontractor or supplier with an adjustment in the Bid price to cover the difference in cost occasioned by such substitution. The Owner may, at the Owner's discretion, accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification under this Subparagraph, Bid Security will not be forfeited, notwithstanding the provisions of Paragraph F.8.a.
- c. Subcontractors or suppliers proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection under the provisions of Subparagraph H.2.b. 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 the Architect.

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## **I. Performance Bond and Labor and Material Payment Bond**

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- 1. Bond Requirements
  - a. The successful Bidders will take out and pay for a Performance Bond and a Material and Labor Payment Bond in the amount equal to 100 percent of the contract.
  - b. 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 in such form and amount as the Owner may prescribe. Bonds may be secured through the Bidder's usual sources. If the furnishing of such bonds is stipulated, the cost shall be included in the Bid.
  - c. If the Owner has reserved the right to require that bonds be furnished subsequent to the execution of the Contract, the cost shall be adjusted as provided in the Contract Documents.
  - d. If the Owner requires that bonds be obtained from other than the Bidder's usual source, any change in cost will be adjusted as provided in the Contract Documents.
- 2. Time of Delivery and Form of Bonds
  - a. The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
  - b. Unless otherwise required in Article I, the bonds shall be written on AIA Document A 312, Performance Bond and Labor and Material Payment Bond.
  - c. The bonds shall be dated on or after the date of the Contract.
  - d. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her power-of-attorney.

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## **J. Execution of Agreement**

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Village of Weston – Public Safety Building – Exterior Upgrades Project

1. The form of Agreement which the successful Bidder, as Contractor, will be required to execute is AIA-A101-Standard form of agreement between Owner and Contractor.
2. The Bidder to whom the Contract is awarded by the Owner shall, within 20 days after notice of award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Agreement.
3. At or prior to delivery of the signed Agreement, the Contractor shall deliver to the Owner the Performance Bond and the policies of insurance certificates as required by the Contract Documents. All bonds and policies or certificates of insurance shall be approved by the Owner before the successful Bidder may proceed with the Work.
4. Failure or refusal to furnish bonds or insurance policies or certificates in the form satisfactory to the Owner shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

\* \* \* \* \*

**SECTION 00 31 21 INFORMATION AVAILABLE TO BIDDERS**

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**A. SITE INSPECTION**

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1. PROCEDURE

- a. A pre-bid walk-through will be held for all Prime Bidders at 5303 Mesker Street, Schofield, WI 54476 on May 16, 2023 at 11:30 AM.

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**BID FORM**



Contractor: \_\_\_\_\_ Division of Work: \_\_\_\_\_

To: The Village of Weston

For: Public Safety Building Exterior Upgrades

Dated:

A. The undersigned, having familiarized themselves with the local conditions affecting the cost of the Work, and with the Bidding Documents including Invitation for Bids, Instructions to Bidders, Bid Form, Bid Bond, Agreement, Performance Bond, Labor and Material Payment Bond, Certificate of Insurance, Plans and Specifications, including all Addenda thereto; as prepared by Kueny Architects, LLC, and on file at the office of the Architect; hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, expendable equipment and all utilities and transportation services necessary to complete in a workmanlike manner all Work listed below, as follows:

**1. GENERAL CONSTRUCTION**

All bidders are required to submit complete bids, with all Base and Alternates supplied. Incomplete bids will not be accepted

a. Base Bid No.1 – Masonry Restoration (04 01 00).

All labor, materials, services and equipment necessary for completion of the Masonry Restoration Work required for the ( Weston – Public Safety Building Exterior Upgrades), the Sum of

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

b. Base Bid No.2 – Exterior Painting

ADD to the base bid amount **for all Exterior related painting (09 91 00)**. Alternate to include all labor, materials, services and equipment necessary for completion of the Work required for Weston– Public Safety Building Exterior Upgrades, the Sum of

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

c. Alternate 2a – Exterior Painting (Outbuilding #1)

Village of Weston – Public Safety Building – Exterior Upgrades Project

ADD to the base bid amount **for all Exterior related painting (09 91 00) of Outbuilding #01**. Alternate to include all labor, materials, services and equipment necessary for completion or the Work required for Weston– Public Safety Building Exterior Upgrades, the Sum of

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

d. Alternate 2b – Exterior Painting (Outbuilding #1)

ADD to the base bid amount **for all Exterior related painting (09 91 00) of Outbuilding #02**. Alternate to include all labor, materials, services and equipment necessary for completion or the Work required for Weston– Public Safety Building Exterior Upgrades, the Sum of

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

e. Alternate 2c – Exterior Painting – 5 year warranty

ADD to the base bid amount **for a 5 year warranty for all Exterior related painting (09 91 00)** work required for Weston– Public Safety Building Exterior Upgrades, the Sum of

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

f. Base Bid No.3 – Exterior Signage

ADD to the base bid amount **all exterior signage (10 14 00)**. Alternate to include all labor, materials, services and equipment necessary for completion or the Work required for Weston– Public Safety Building Exterior Upgrades, the Sum of

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

g. Alternate 3a – Exterior Signage – Raceway Install

DEDUCT from the base bid amount **for the exterior signage (10 14 00) to be raceway mounted in lieu of individually powered letters**. Alternate to include all labor, materials, services and equipment necessary for completion or the Work required for Weston– Public Safety Building Exterior Upgrades, the Sum of

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

Village of Weston – Public Safety Building – Exterior Upgrades Project

- B. Accompanying this Proposal is a Bid Bond in the amount of ten percent (10%) of the Bid, as required by the Instructions to Bidders.
- C. In accord with part E of the Instructions to Bidders, we suggest the following substitutions, and will reduce this Bid in the amount shown for each one that is accepted.

<u>Item Specified</u>	<u>Substitution</u>	<u>Reduce Bid</u>

D. It will require the following number of calendar days to complete the Work required by this Contract \_\_\_\_\_ days. (The goal for substantial completion is August 25, 2023)

E. Receipt of the following Addenda to the Contract Documents are acknowledged:

<u>Number and Date</u>	<u>Number and Date</u>

F. In Submitting this Proposal, it is understood that the Owner reserves the right to reject any or all Proposals , to waive technicalities, and to advertise for new Proposals, but that this Bid shall remain open and shall not be withdrawn for a period of 90 days from the date prescribed for its opening.

G. If written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned within 30 days after the date set for opening of this Bid, or at any time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the Contract Documents to the Owner in accord with this Bid as accepted, and will also furnish an deliver to the Owner all required Bonds and proof of insurance coverage required, all within 20 days after personal delivery or deposit in the mail of a notification of acceptance of this Bid.

H. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set fourth below.



Village of Weston – Public Safety Building – Exterior Upgrades Project

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

# DRAFT AIA® Document A101™ – 2017

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

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

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

«Village of Weston  
4747 Camp Phillips Road  
Weston, WI 54476 »« »

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

« TBD »« »  
« »  
« »  
« »

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

«Village of Weston – Safety Exterior »

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

«« Kueny Architects, LLC »« »  
«10505 Corporate Drive Suite 100 »  
«Pleasant Prairie, WI 53158 »« » »« »

The Owner and Contractor agree as follows.

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

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

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

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## 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.)

June 01, 2023 »

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: «September 22, 2023 »

§ 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 « » (\$ «TBD »), 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
N/A		

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

Item	Price
General Allowance	None

#### § 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.)

«N/A »

#### § 4.6 Other:

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

«N/A »

## 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 «twentieth (20) » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « final » day of the «following » 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 «thirty » ( «30 » ) 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% retainage will be held from Application for Payment. »

§ 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.)

«N/A »

§ 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.)

«N/A »

§ 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.)

«N/A »

§ 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:

« Final payment is due once the punch list is complete and signed off by the architect and Owner. »

## § 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.)

«Zero » % «0 »

## 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.)

«N/A »

« »

« »

« »

**§ 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.)*

«N/A »

**§ 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)*

« Keith Donner »

« Village of Weston »

« 4747 Camp Phillips Road »

« Weston, WI 54476 »

**§ 8.3** The Contractor’s representative:

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

«TBD »

« »

« »

« »

« »

« »

**§ 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.)*

« N/A »

**§ 8.7** Other provisions:

«N/A »

**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

.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.)*

«N/A »

[  ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

« N/A »

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

\_\_\_\_\_  
**OWNER** (Signature)

« Mark Maloney, Village President » « »

(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

« TBD » « »

(Printed name and title)

# DRAFT AIA® Document A101® – 2017

## Exhibit A

### ***Insurance and Bonds***

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

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

Village of Weston – Safety Exterior  
4747 Camp Philips Road,  
Weston, WI 54476

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

Village of Weston  
4747 Camp Phillips Road  
Weston WI 54476

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

TBD« »« »  
« »

#### **TABLE OF ARTICLES**

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

#### **ARTICLE A.1 GENERAL**

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

#### **ARTICLE A.2 OWNER'S INSURANCE**

##### **§ A.2.1 General**

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

##### **§ A.2.2 Liability Insurance**

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

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

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

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.

**§ A.2.3 Required Property Insurance**

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

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

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

Causes of Loss	Sub-Limit
N/A	N/A

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

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

Coverage	Sub-Limit
N/A	N/A

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

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

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

**§ A.2.3.3 Insurance for Existing Structures**

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

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

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

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- 
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- 
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- 
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- 
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- 
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- 
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.
- 

### § A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ « » ] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

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

Coverage	Limits
N/A	N/A

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

### § A.3.1 General

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

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

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

### § A.3.2 Contractor's Required Insurance Coverage

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

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

«N/A»

### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars» (\$ «1,000,000 ») each occurrence, «Two Million Dollars» (\$ «2,000,000 ») general aggregate, and «One Million Dollars» (\$ «1,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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

§ A.3.2.3 Automobile Liability covering vehicles owned, hired, and non-owned vehicles used, by the Contractor, including the loading and unloading thereof, with policy limits of not less than «One Million Dollars» (\$ «1,000,000») per occurrence, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «One Million Dollars» (\$ «1,000,000») each accident, «One Million Dollars» (\$ «1,000,000») each employee, and «One Million Dollars» (\$ «1,000,000») policy limit.

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

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «Two Million Dollars» (\$ «2,000,000») per claim and «Two Million Dollars» (\$ «2,000,000») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «Two Million Dollars» (\$ «2,000,000») per claim and «Two Million Dollars» (\$ «2,000,000») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «Two Million Dollars» (\$ «2,000,000» ) per claim and «Two Million Dollars» (\$ «2,000,000» ) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than «N/A» (\$ «N/A» ) per claim and «N/A» (\$ «N/A» ) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than «N/A» (\$ «N/A» ) per claim and «N/A» (\$ «N/A» ) in the aggregate.

### § A.3.3 Contractor's Other Insurance Coverage

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

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

«

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

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

« »

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

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

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

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

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

Coverage	Limits
----------	--------

**§ A.3.4 Performance Bond and Payment Bond**

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

Type	Penal Sum (\$0.00)
Payment Bond	100% of the Contract Documents
Performance Bond	100% of the Contract Documents

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

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

**§ A.4.1** The obligations of the contractor under the provisions of this Article shall not extend to the liability of the Architect, his agents, or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees to the extent that such giving or failure to give is the cause of the injury or damage.

**§ A.4.2** The property insurance for the work as described in Paragraph A.2.3.1, which will be purchased by the Owner, requires a deductible of \$1,000, which deductible shall be paid by the Contractor.

**§ A.4.3** All insurance coverages shall be provided by insurance companies having policy holder ratings no lower than “A” and financial rating not lower than “XII” In the Best’s Insurance Guide” latest edition in effect as of the date of the Contract.

**§ A.4.4** The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.

**§ A.4.5** The limits of liability as stated may be arrived by using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

Village of Weston – Safety Exterior  
4747 Camp Philips Road,  
Weston, WI 54476 »

### THE OWNER:

(Name, legal status and address)

Village of Weston  
4747 Camp Phillips Road  
Weston, WI 54476 »« »

### THE ARCHITECT:

(Name, legal status and address)

« »« »  
« »

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- 11 INSURANCE AND BONDS
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- 13 MISCELLANEOUS PROVISIONS

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

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

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

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

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

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

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

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

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

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

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

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

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document 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 Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

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

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

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

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

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

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

### **§ 3.8 Allowances**

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

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

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

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

### **§ 3.9 Superintendent**

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

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

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

### **§ 3.10 Contractor's Construction and Submittal Schedules**

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

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

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

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

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

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

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

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

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

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

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

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

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

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

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

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

### **§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

### **§ 5.3 Subcontractual Relations**

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

### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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

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

### **§ 6.3 Owner's Right to Clean Up**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

### **§ 7.3 Construction Change Directives**

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

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

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

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

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

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

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

## § 8.2 Progress and Completion

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

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

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

## § 8.3 Delays and Extensions of Time

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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

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

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

#### **§ 9.4 Certificates for Payment**

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

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

#### **§ 9.5 Decisions to Withhold Certification**

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

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

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

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

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

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

#### § 9.6 Progress Payments

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

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

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

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

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

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

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

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

## § 9.7 Failure of Payment

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

## § 9.8 Substantial Completion

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

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

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

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

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

## § 9.9 Partial Occupancy or Use

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

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

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

## **§ 9.10 Final Completion and Final Payment**

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

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

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

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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

- .1 employees on the Work and other persons who may be affected thereby;

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

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

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

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

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

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

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

#### **§ 10.2.8 Injury or Damage to Person or Property**

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

#### **§ 10.3 Hazardous Materials and Substances**

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

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

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

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

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

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

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

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

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

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

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

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

## § 11.3 Waivers of Subrogation

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

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

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

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

### **§11.5 Adjustment and Settlement of Insured Loss**

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

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

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

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

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

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

#### **§ 12.2.2 After Substantial Completion**

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

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

### **§ 13.5 Interest**

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

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

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

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

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

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

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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

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

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

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

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

#### **§ 14.3 Suspension by the Owner for Convenience**

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

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

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

#### **§ 14.4 Termination by the Owner for Convenience**

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

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

- .1 cease operations as directed by the Owner in the notice;
- .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 Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

#### **§ 15.1.4 Continuing Contract Performance**

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

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

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

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

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

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

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

#### **§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

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

## **§ 15.2 Initial Decision**

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

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

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

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

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

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

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

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

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

### **§ 15.3 Mediation**

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

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

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

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

### **§ 15.4 Arbitration**

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

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

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

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

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

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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



## SUPPLEMENTARY GENERAL CONDITIONS

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1. The General Conditions of the Contract for Construction, AIA Document A 201, Fifteenth Edition, 2017, Articles 1 through 15 inclusive, is a part of this Contract.
2. The following supplements shall modify, delete and or add to the General Conditions. Where any article, paragraph or subparagraph in the General Conditions is supplanted by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph or subparagraph is supersede by any of the following paragraphs, the provisions of such article, paragraph or subparagraph, no so amended, voided or superseded shall remain in effect

### ARTICLE 1 GENERAL PROVISIONS

#### 1.2 Execution, Correlation and Intent

To Subparagraph 1.2.3, add the following Clause 1.2.3.1.

- .1 In clarifying ambiguities or settling disputes, the following order of precedence of the Contract Documents shall be used:
  - a. The Agreement Between Owner and Contractor.
  - b. Modifications to the above Agreement.
  - c. Addenda.
  - d. Supplementary General Conditions.
  - e. General Conditions.
  - f. Drawings:
    1. Written Dimensions.
    2. Scaled Dimensions.
    3. Detailed Drawings.
    4. General Drawings

In the case of an inconsistency between Drawings and Specification or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accord with the Architect's interpretation.

### ARTICLE 2 OWNER

**2.1.2** Delete this Paragraph in its entirety.

#### **2.2 Information and Services Required of the Owner**

**2.2.1** Delete this Paragraph in its entirety.

**2.2.2** Delete this Paragraph in its entirety.

Add the following Subparagraph 2.2.5:

## **ARTICLE 3 CONTRACTOR**

### **3.3 Supervisor and Construction Procedures**

Add the following sentence to Subparagraph 3.3.1:

When the Contract Documents give specific instructions concerning construction methods and means, the Contractor will review such instructions (including those recommended by Manufacturers) and advise the Architect if the specified procedures deviate from good construction practice; will affect any warranties, including the Contractor's general warranty or of any objections the Contractor may have to the procedure and to propose any alternative procedure which the Contractor will warrant.

### **3.4 Labor and Materials**

Add the following Subparagraph 3.4.1.1 to 3.4.1:

Add the following Subparagraph 3.4.2.1 and 3.4.2.2 to 3.4.2:

**3.4.2.1** After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified, only under the conditions set forth in the General Requirements of the Specifications (Division 1).

**3.4.2.2** By making requests for substitutions based on Clause 3.4.2.1 above the Contractor:

- .1 Represents that he/she has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
- .2 Represents that he/she will provide the same warranty for the substitution that would be provided for that specified.
- .3 Certifies that the cost data presented is complete and include all related costs under this Contract but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

**3.6 Taxes:** (No WI. Sales Taxes are required for this project)

Add the following:

**3.6.1** The Contractors need not include sales tax on all products purchased for this project. A State tax I.D. number will be available upon request.

### **3.7 Permits, Fees and Notices**

Delete Subparagraph 3.7.1 and substitute the following:

**3.7.1** The Owner shall secure and pay for the building, mechanical, electrical and plumbing review permits, the environmental impact fees due to water and sewer connections, and the zoning regulation fees and permits as required by the jurisdiction listed elsewhere in the specification.

The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of their Contract which are legally required when bids are received or negotiations concluded. All Local Village of Weston fees will be waived.

### **3.8 Allowances - None**

#### **3.8.2.3** Add the following to the end of Clause 3.8.2.3:

. . .except when installation is specified as part of the allowance in the General Requirements (Division 1 of the Specifications).

### **3.9 Superintendent**

#### **3.9.1** Add the following sentence to this Subparagraph:

The Superintendent shall have a minimum of five years of experience with commercial construction projects of similar size and complexity. The Superintendent shall not also perform the functions of a Project Manager. The Project Manager tasks shall be performed as described in Section 01 30 00. This superintendent will also be responsible for resolving all Punch List items after inspection by the Owner and Architect.

## **ARTICLE 4 ARCHITECT**

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

#### **4.2.4** Add the following to the end of Subparagraph 4.2.4:

Any direct communication between Owner and Contractor that affect the performance or administration of the Contract shall be made or confirmed in writing, with copies to the Architect, and that any such communications that represent a modification of the Contract requirements will be documented appropriately. Any communications among the Architect and Subcontractors should be confirmed in writing to the Contractor.

## **ARTICLE 5 SUBCONTRACTORS**

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

To Subparagraph 5.2.1, add the following Clauses 5.2.1.1 and 5.2.1.2:

- .1** Not later than 14 days from the Contract Date, the Contractor shall provide a list showing the name of the Manufacturers proposed to be used for each of the products identified in the General Requirements of the Specifications (Division 1) and, where applicable, the name of the installing Subcontractor.
- .2** The Architect will promptly reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed Manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

Failure to object to a Manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed Manufacturer must conform to such requirements.

## **ARTICLE 7 CHANGES TO THE WORK**

### **7.2 Change Orders**

Add the following Subparagraphs 7.2.2 through 7.2.5:

**7.2.2** For each change in the Work with an increase or decrease in the Contract Sum, the Contractor shall submit a Potential Change Request prior to starting any work for review by the Architect.

**7.2.3** Each Potential Change Request shall include the detailed documentation as specified in Subparagraphs 7.3.4.1 through 7.3.4.5. The allowance for overhead and profit shall be as specified in Subparagraph 7.3.11 of this Section.

**7.2.4** The Contractor shall not begin the Work of a Potential Change Request until notified by the Architect unless a written Construction Change Directive is issued. Work of a Potential Change Order undertaken without an approved Construction Change Directive will be at the Contractor's own risk.

**7.2.5** A Change Order will be issued comprised of one or more approved Potential Change Requests at appropriate intervals.

### **7.3 Construction Change Directives**

**7.3.4** In the first sentence, delete the words "...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." and substitute "an allowance for overhead and profit in accord with the schedule set forth in Clause 7.3.11.1 through 7.3.11.5 below."

Add the following Subparagraph 7.3.11 to 7.3:

**7.3.11** In Subparagraph 7.3.7 the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

- .1** For the Contractor, for any Work performed by the Contractor's own forces, **10** percent of the cost.
- .2** For the Contractor, for Work performed by the Contractor's Subcontractor, **5** percent of the amount due the Subcontractor.
- .3** For each Subcontractor or Sub-subcontractor involved, for any Work performed by the Subcontractor's own forces, five percent of the cost.
- .4** In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

- .5 The Architect will have access to all records and costs from prime contractors, sub-contractors, and suppliers for the base bid work, alternatives and change orders in order to evaluate certificates of payment and change order requests.

## **ARTICLE 8 TIME**

### **8.1 Definitions**

Delete Subparagraph 8.1.4 in its entirety and substitute the following:

- 8.1.4** The term “day” as used in the Contract Documents shall mean calendar day.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.3 Applications for Payment**

- 9.3.1** Amend to read 15 days in lieu of 10 days.

- 9.3.1** Add the following sentence to Subparagraph 9.3.1:

The form of Application for Payment shall be notarized AIA Document G 702, Application and Certification for Payment, supported by AIA Document G 703, Continuation Sheet.

Add the following Clauses 9.3.1.3 through 9.3.1.5 to 9.3.1:

- .1 Until the Work is 90 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments. At the time the Work is 90 percent complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Architect, and in the absence of other good and sufficient reasons, the Architect will (on presentation by the Contractor of Consent of Surety for each Application) authorize any remaining partial payments to be paid in full.
- .2 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect (or if the Surety withholds its consent) or for other good and sufficient reasons.
- .3 After the Work is substantially complete and the Architect has determined that the list of items to be completed and corrected is acceptable, the retention shall be adjusted so that the sum has a direct relation to the value of the Work included on the list.

- 9.3.3** Add the following Clause 9.3.3.1 to 9.3.3:

- .1 (New Paragraph) The first payment application shall be accompanied by the Contractor’s partial waiver of lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor’s partial waiver, and by the partial waivers of Subcontractors and suppliers who were included in the immediately preceding payment application to the extent of the payment. Application for final payment shall be accompanied by final waivers of lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such final waivers.

### **9.8 Substantial Completion**

May 11, 2023

Add the following Clause 9.8.1.1 to 9.8.1:

- .1 Completion Liquidated Damages-Bonus Clause: The Agreement for the project contains a Liquidated Damages Clause. Final acceptance by owner must occur prior to the project being considered complete. No extensions for weather or other items known to the Contractor prior to bidding will be considered. Extensions for strikes or any unforeseen items will be determined by the Architect.

**9.8.4** Replace the words “Substantial Completion” with the words "Final Acceptance by the Village Board" in the last sentence.

Add the following Clause 9.10.1.1 to 9.10.1

- .1 In addition to the Architects final certificate for payment, the work must be accepted by City Council.

### **9.11 Liquidated Damages**

Add the following Paragraph 9.11 to Article 9:

- 9.11.1 The Owner will suffer financial loss if the Project is not Village Board on the date set forth in the Contract Documents. The Contractor (and the Contractor’s Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated and fixed, agree and liquidated damages for each calendar day of delay until the Work is accepted by the Village Board:  
N/A

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.2 Safety of Persons and Property**

Add the following Subparagraphs 10.2.1.4 and 10.2.1.5 to Paragraph 10.2.1.

- .1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in Subparagraph 10.2.5.
- .2 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualification of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing whether or not either has reasonable objection to the persons or entities proposed by the Owner.

If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

Add to Subparagraph 10.2.4 the following Clause 10.2.4.1

- .1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

## **ARTICLE 11 INSURANCE**

### **11.1 Contractors Liability Insurance**

**11.1.2** Add the following sentences: Notwithstanding the above, the insurance required by Paragraph 11.1 shall be on an occurrence basis and on a per project basis.

Add paragraph 11.1.2.1:

- .1 The insurance required by Subparagraph 11.1.1 shall be written to include the following minimum limits or greater if required by law:

1. Workers' Compensation:

- (a) State: Statutory limits

- (b) Applicable Federal (if any): Statutory limits

- (1) Bodily injury by Accident      Statutory each accident

- (2) Bodily injury by Disease      Statutory each employee

- (3) Bodily injury by Disease      Statutory each policy limit

2. Commercial General Liability including as minimum coverage:

- (a) Premises – Operation Liability

- (b) Independent Contractors Protective Liability

- (c) Products and completed Operations Liability

- (d) Broad Form Property Damage Endorsement

- (e) Blanket Contractual

- (f) Personal Injury with Employment Exclusion Deleted

- (g) Special Requirements

- (1) Property Damage Liability Insurance will provide "X, C, and U" (Explosion, Collapse and Underground Hazard) coverage as applicable.

- (2) Products and Completed Operations to be maintained until final payment. Damage to material, product, or item of equipment itself shall be covered by an installation Floater on a legal liability basis or by extension of the manufacturer's warranty.

- (3) The term "caused by accident" if used in bodily injury coverage shall be replaced by the term "occurrence"

- (4) The term "cause by accident" if used in property damage coverage shall be replaced by the term "occurrence"

- (5) The Owner and the Architect shall be named as "additional Insured" on the commercial general liability policy General Contractor and/or subcontractor of any tier.

- (h) Limits of Liability:

- (1) \$1,000,000 minimum each occurrence as respects Bodily injury Liability or Property Damage Liability, or Both combined \$2,000,000 minimum General Aggregate

- (2) \$1,000,000 minimum Products/completed Operations Aggregate

- (3) \$1,000,000 minimum Personal and Advertising injury

3. Automobile Liability Insurance

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- (a) Special Requirements:
    - (1) All owned, hired, and non-owned vehicles including the loading or unloading thereof.
    - (2) The term “caused by accident” if used in bodily injury Coverage shall be replaced by the term “occurrence”.
  - (b) Limits of Liability
    - (1) \$1,000,000 minimum each occurrence as respects Bodily Injury Liability or Property Damage Liability, or Both combined.
4. Umbrella/Excess Liability Insurance:
  - (1) \$4,000,000 minimum each occurrence
  - (2) \$4,000,000 minimum Aggregate
5. In addition to the insurance coverages set fully in the contract Documents, the Contractor shall maintain on umbrella/excess liability policy with coverages for the same hazards as covered for the including any special requirements.

Add the following Paragraph 11.1.5 and 11.1.6:

**11.1.5** Certificates of Insurance for the above coverages and the Owner’s Protective Policy shall be submitted to the Architect for transmittal to the Owner prior to the start of construction. If the “additional insureds” have other insurance which is applicable to the loss, it shall be on a excess or contingent basis. The amount of the company’s liability under this policy shall not be reduced by the existence or such other insurance. Contractors’ certificates shall be in duplicate on standard ACORD forms.

**11.1.6** The obligations of the contractor under the provisions of this Article shall not extend to the liability of the Architect, his agents, or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees to the extent that such giving or failure to give is the cause of the injury or damage.

### **11.3 Property Insurance**

**11.3.1.3** Add the following to Paragraph 11.3.1.3:

The property insurance for the work, which will be purchased by the Owner, requires a deductible of \$1,000, which deductible shall be paid by the Contractor as described in 11.3.1.3.

Add the following Paragraph 11.3.1.6:

**11.3.1.6** “Property Insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment”.

### **11.4 Performance Bond and Payment Bond**

Add the following Paragraph:

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**11.4.3** The Contractor before commencing the work shall furnish a Performance Bond and Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100% of full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of full amount of the Contract Sum as security for the payment of all person performing labor and furnishing materials in connection with the Contract Documents, Such bond shall be on AIA Document A-312 shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary obligee. Owner's financing source shall be included as co-obligee.

Add the following section:

### **11.5 Miscellaneous Insurance Requirements**

**11.5.1** All insurance coverages shall be provided by insurance companies having policy holder ratings no lower than "A" and financial rating not lower than "XII" In the Best's Insurance Guide" latest edition in effect as of the date of the Contract.

**11.5.2** The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.

**11.5.3** The limits of liability as stated, may be arrived by using a Split-Limit or a Combined single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **12.2 Correction of Work**

**12.2.5** Add the following: Warranty requirements shall be extended to all corrected work

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

Add the following Paragraph 13.8 to Article 13:

### **13.8 Equal Opportunity**

**13.8.1** The Contractor shall maintain policies of employment as follows:

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

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

**ARTICLE 15 CLAIMS AND DISPUTES**

**15.1.5.2** Add the following sentence to Clause 15.1.5.2:  
Normal weather shall be determined based on records for the nearest station of the United States Environmental Data Service. Claims for additional time based on adverse weather will only be allowed in the event that they have a material effect on the exterior construction portions of the project.

To Subparagraph 15.1.5, add the following Clause 15.1.5.3:

- .1 The time for completion stated in Paragraph 5 of the Proposal shall be consecutive calendar days with no allowance assumed for unusual weather. The Architect will maintain a daily weather record to verify any claims for an extension of time of an increase in the Contract sum because of bad weather.  
The Contractor will be expected to have included in his proposal a sum to cover working continuously in the normal temperature conditions found at the building site. Contractor is not expected to work in the rain or snow.

\* \* \* \* \*

## SECTION 01 10 00 SUMMARY OF WORK

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern Work under this Section

**INDEX** 1.1 Work Covered by Contract Documents 1.4 Work Sequence  
1.2 Contracts 1.5 Contractors use of Premises  
1.3 Work by Others

### PART 1 GENERAL

#### 1.1 Work Covered by Contract Documents

The Project consists of three bid packages. Bid package #1 is to consist of the restoration of the existing masonry wall through tuck pointing and methods specified. Bid package #2 is to consist of painting the exterior metal wall panels, masonry, overhangs, fascia, and soffits. Bid package #3 is to consist of new LED channel letter signage around the various building entrances.

All work is to be done in strict compliance with the plans and specifications prepared by Kueny Architects, L.L.C., of Pleasant Prairie, Wisconsin, which have heretofore been approved by the City Council, and are on file for public examination in the Office of the City Clerk.

- B. Bids under the **GENERAL CONTRACTOR** will include plumbing, heating and ventilation and the electrical work.
- C. Related Requirements Specified Elsewhere: The Conditions of the Contract – General and Supplementary, and these General Requirements shall apply with equal force and effect to all Contractors engaged in this Work.
- D. Contractor's Duties
  - a. Except as specifically noted, provide and pay for:
    - i. Labor and materials, tools and equipment. (See General Conditions).
    - ii. Water, heat and utilities required for construction.
    - iii. Other facilities and services necessary for proper execution and completion of Work.
  - b. Taxes: (No WI. Sales Taxes are required for this project)
  - c. Permits, fees licenses, notices: the Contractor is required to obtain all permits.
  - d. Comply with codes, ordinances, rules, regulations, orders and other requirements of public authorities which bear on performance of Work.
  - e. Promptly submit written notice to Architect of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that Drawings and Specifications comply with codes and regulations:
    - i. Appropriate modifications to Contract Documents will adjust necessary changes.
    - ii. Assume responsibility for work known to be contrary to such requirements, without notice.
  - f. Enforce strict discipline and good order among employees. Do not employ Work of:
    - i. Unfit persons.
    - ii. Persons not skilled in assigned tasks.

- g. It will be the Contractor’s responsibility to call the utility companies prior to and while Work is in progress to obtain utility locations and clearances within the work limits.

**1.2 Contracts: (See General Conditions)**

- A. Construct Work under one single prime Contract:
  - 1. General Construction

**1.3 Work by Owner**

- A. Landscaping

**1.4 Work Sequence**

- A. Construct Work in stages: The General Contractor will determine the schedule. All Contractor’s will be required to keep up with General Contractor’s schedule.

**1.5 Contractor’s use of Premises**

- A. Confine operations at site to areas permitted by:
  - 1. Law
  - 2. Ordinances
  - 3. Permits
  - 4. Contract Documents
- B. Do not unreasonably encumber site with materials or equipment. Do not interfere with other projects underway during the same time period.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safe keeping of products stored on premises.
- E. Move any stored products which interfere with operations of Owner or other Contractors.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Use Site: The Contractor is required to work with and around Owner’s existing operations.

\* \* \* \* \*

## SECTION 01 20 00 PAYMENT AND CHANGE ORDER PROCEDURES

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern Work under this Section.

<b>INDEX</b>	1.1 Description	2.2 Changes in the Work
	1.2 Submittals	3.1 Applications for Payment
	1.3 Availability of Forms	3.2 Change Order Procedures
	2.1 Application and Certificate Payment	3.3 Dispositions of Forms by the Architect

### PART 1 GENERAL

#### 1.1 Description

- A. Work Included: To insure prompt and proper payment of all bills and to expedite processing of Change Orders, procedures, as outlined in this Section, have been established by the Architect and must be followed.
- B. Related Work Described Elsewhere
- |                                                    |                                      |
|----------------------------------------------------|--------------------------------------|
| 1. Lump Sum and Unit Prices                        | Owner-Contractor Agreement           |
| 2. Progress Payments, Retainage and Final Payments | General and Supplementary Conditions |
| 3. Changes in the Work                             | General Conditions                   |
| 4. Schedule of Values                              | Section 01 30 00                     |
| 5. Substitutions                                   | Section 01 60 00                     |
| 6. Contract Closeout                               | Section 01 70 00                     |
- C. Definitions
1. Change Order: See General Conditions
  2. Construction Change Authorization, AIA Document G 713: A written order to Contractor, signed by the Owner and the Architect, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.
  3. Architect's Supplemental Instructions, AIA Document G 710: A written order, instruction or interpretation, signed by the Architect making minor changes in the Work not involving a change in Contract Sum or Contract Time.

#### 1.2 Submittals

- A. Applications for Payment: Submit requests for payment on forms called for in this Section and in accord with the Schedule established in the Owner-Contractor Agreement. Submit a minimum of three copies.
- B. Change Orders: Submit request for changes with supporting data as outlined in the General Conditions.

#### 1.3 Availability of Forms

- A. Forms required under the provisions of this Section may be obtained from the American Institute of Architects [www.aia.org](http://www.aia.org)

## **PART 2 PRODUCTS**

### **2.1 Application and Certificate for Payment**

- A. The Contractor must make all requests for payment on AIA Document G 702, Application and Certificate for Payment, completely filled out as described on the back of the form.
- B. Each request for payment shall include AIA Document G 703, Continuation Sheet, completely filled out as described on the back of the form.
- C. Requests for payment not properly submitted will be returned to the Contractor for resubmittal.

### **2.2 Changes in Work**

- A. The Contractor will submit to the Architect the supporting data for any changes in the Work, as described in the General Conditions, Article 7, and in Section 01 60 00, for all changes initiated by the Contractor or upon request of the Owner or Architect.
- B. The Architect will use the above to prepare a Change Order on AIA Document G 701, Change Order or similar. The Contractor will not prepare form G 701 unless instructed to do so by the Architect.

## **PART 3 EXECUTION**

### **3.1 Applications for Payment**

- A. Preparation of Application for each Progress Payment
  - 1. Application and Certificate Form
    - a. Submit Application on form specified in this Section, in accord with Form Instructions. All data must be typewritten. All computations must be correct.
    - b. Fill in summary of dollar values to agree with the respective totals indicated on continuation sheet.
    - c. Execute Application with the signature of responsible officer of the contracting firm.
    - d. All applications must be notarized.
    - e. All items of the Architect's Certificate will be filled out by the Architect.
  - 2. Continuation Sheets (AIA Form G 703)
    - a. Submit itemized data and values on form specified in this Section in accord with example bound into this Section. All data must be typewritten. All computations must be correct.
    - b. Fill in total list of all scheduled component items of Work, with item number and the scheduled dollar value for each item based on actual Contract Sum listed on Owner-Contractor Agreement.
    - c. Fill in the dollar value in each column for each scheduled line item when Work has been performed or products stored. The Architect will not allow payment on any line item until after Shop Drawings, for that item, have been reviewed.

- d. List each Change Order executed prior to the date of current application, at the end of the last continuation sheet. List by Change Order number, and description, as for original component item of Work.
  - e. Use as many Continuation Sheets as required.
  3. Substantiating Data for Stored Materials:
    - a. For each item on the Continuation Sheet listed as stored material, the Contractor shall submit the following:
      - (1) Supplier's invoice for the item listed as stored.
      - (2) A description of each item stored.
      - (3) The location and times at which the Architect or Owner can inspect the stored materials.
  4. Waivers of Lien: The Contractor will include all waivers as required by the Specifications, Owner-Contractor Agreement or as may be required by the Owner.
- B. Preparation of Application for Final Payment
1. Fill in Application Forms as specified for progress payments.
  2. Continuation Forms shall indicate 100% completion of all items.
  3. Supply all final waivers of lien.

### **3.2 Change Order Procedures**

#### **A. General Requirements**

1. Promptly implement Change Order procedures.
  - a. Provide full written data required to evaluate changes.
  - b. Maintain detailed records of Work done on a "time and material"/"force account" basis.
  - c. Provide full documentation to Architect on request.
2. Designate in writing the member of Contractor's organization:
  - a. Who is authorized to accept changes in the Work.
  - b. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.
3. Owner will designate in writing the person who is authorized to execute Change Orders.

#### **B. Preliminary Procedures**

1. Owner or Architect may initiate changes by submitting a Proposal Request to Contractor. Request will include:
  - a. Detailed description of the Change, Products and location of the change in the Project.
  - b. Supplementary or revised Drawings and Specification.
  - c. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
  - d. A specific period of time during which the requested price will be considered valid.
  - e. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.
2. Contractor may initiate changes by submitting a written notice to Architect; containing:
  - a. Description of the proposed changes.
  - b. Statement of the reason for making the changes.
  - c. Statement of the effect on the Contract Sum and the Contract Time.

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- d. Statement of the effect on the work of separate Contractors.
  - e. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.
- C. Construction Change Authorization
1. In lieu of Proposal Request, Architect may issue a Construction Change Authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.
  2. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
  3. Owner and Architect will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.
  4. Contractor may sign and date the Construction Change Authorization to indicate agreement with the terms therein.
- D. Documentation of Proposals and Claims
1. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Architect to evaluate the quotation.
  2. On request, provide additional data to support time and cost computations:
    - a. Labor required.
    - b. Equipment required.
    - c. Products required.
      - (1) Recommended source of purchase and unit cost.
      - (2) Quantities required.
    - d. Taxes, insurance and bonds.
    - e. Credit for Work deleted from Contract, similarly documented.
    - f. Overhead and profit.
    - g. Justification for any change in Contract Time.
  3. Support each claim for additional costs, and for Work done on a “time and material”/“force account basis”, with documentation as required for a lump-sum proposal, plus additional information:
    - a. Name of the Owner’s authorized agent who ordered the Work, and date of the order.
    - b. Dates and times Work was performed, and by whom.
    - c. Time record, summary of hours worked, and hourly rates paid.
    - d. Receipts and invoices for:
      - (1) Equipment used, listing dates and times of use.
      - (2) Products used, listing quantities.
      - (3) Subcontracts.
    4. Document requests for substitutions for Products as specified in Section 01 60 00.
- E. Preparation of Change Orders
1. Architect will prepare each Change Order.
  2. Form: Change Order – AIA Document G 701 or similar.
  3. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

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4. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
- F. Lump-Sum/Fixed Price Change Order
1. Content of Change Orders will be based on, either:
    - a. Architect's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
    - b. Contractor's Proposal for a change as recommended by the Architect.
    - c. Owner and Architect will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
    - d. Contractor may sign and date the Change Order to indicate agreement with the terms therein.
- G. Unit Price Change Order
1. Content of Change Orders will be based on, either:
    - a. Architect's definition of the scope of the required changes.
    - b. Contractor's Proposal for a change as recommended by the Architect.
    - c. Survey of completed Work.
  2. The amounts of the unit prices to be:
    - a. Those stated in the Agreement.
    - b. Those mutually agreed upon between Owner and Contractor.
  3. When quantities of each of the items affected by the Change Order can be determined prior to start of the Work:
    - a. Owner and Architect will sign and date the Change Order as authorization for Contractor to proceed with the changes.
    - b. Contractor may sign and date the Change Order to indicate agreement with the terms therein.
  4. When quantities of the items cannot be determined prior to start of the Work:
    - a. Architect or Owner will issue a Construction Change Authorization directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
    - b. At completion of the change, the Architect will determine the cost of such work based on the unit prices and quantities used.
      - (1) Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
      - (2) Unit prices for excavation, backfill, concrete, etc., stated in dollars per cubic yard, shall be based on actual physical measurement of the area affected and will not be based on converting weight, truck loads, etc. into cubic yards.
    - c. Architect will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
    - d. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.
- H. Time and Material/Force Account Change Order/Construction Change Authorization
1. Architect and Owner will issue a Construction Change Authorization directing Contractor to proceed with the changes.
  2. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article 3.2D. "Documentation of Proposals and Claims" of this Section.

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3. Architect will determine the allowable cost of such Work, as provided in General Conditions and Supplementary Conditions.
  4. Architect will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
  5. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.
- I. Correlation With Contractor's Submittals
1. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
  2. Periodically revise the Construction Schedule to reflect each change in Contract Time;
    - a. Revise sub-schedules to show changes for other items of Work affected by the changes.
  3. Upon completion of Work under a Change Order, enter pertinent changes in Record Documents.

**3.3 Disposition of Forms by the Architect**

- A. Payment Request
1. After receiving the Application, the Architect will review the submission, enter the amount certified for payment and sign the form.
  2. Distribution:
    - a. One copy for the Architect's file.
    - b. Two copies to the Owner. One copy for Owner's records and one copy to be returned to the Contractor along with payment.
- B. Changes in the Work
1. After receiving from the Contractor, the necessary information, the Architect will fill out the Change Order Form and sign it.
  2. Two copies of the Change Order will be sent to the Contractor for his signature and both copies will be returned to the Architect.
  3. The Architect and Contractor approved copies will be sent to the Owner for his signature. One copy will be sent by the Owner to the Contractor.
  4. After receiving the copy which has been signed by the Architect and the Owner, the Contractor will incorporate the Change Order amount into the next payment application.

\* \* \* \* \*

## SECTION 01 23 00 ALTERNATES

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 governs Work under this Section.

<b>INDEX</b>	1.1 Description	2.1 Description of Alternatives
	1.2 Submittals	3.1 Advance Coordination
	1.3 Product Handling	3.2 Surface Conditions

### PART 1 GENERAL

#### **1.1 Description**

- A. Work Included: To allow the Owner to compare total costs where alternate building material might be used, and to enable the Owner to make a decision prior to awarding the Contract. Alternates have been established as described in this Section of these Specifications.
- B. Related Work Described Elsewhere
  - 1. Basis of Awards Instruction to Bidders
  - 2. Summary of Work Section 01 10 00
  - 3. Coordination Section 01 45 00
  - 4. The sections of the Specification as listed under the respective alternatives.
  - 5. The method for stating the proposed alternative sum is described on the Bid Form.
- C. This Section describes the changes to be made under each alternative.
- D. The referenced Specification sections contain the pertinent requirements for materials and methods to achieve the Work described herein.
- E. Coordinate pertinent related work and modify surrounding work as required to complete the project under each alternative designated in the Owner-Contractor Agreement.

**1.2 Submittals:** All alternatives described in this Section of these Specification are required to be reflected in the Bid submitted on the Proposal Form for the Work; however, do not submit alternatives other than those described in this Section except as provided for under “Substitutions” in Section 01 60 00 of these Specifications.

**1.3 Product Handling:** If the Owner elects to proceed on the basis of one or more of the alternatives, make all modifications to the Work required in the furnishing and installation of the selected alternative or alternatives to the approval of the Architect and at no additional cost to the Owner other than as proposed on the Bid Form.

### PART 2 PRODUCT

#### **2.1 Description of Alternatives**

- A. General Contractor
  - 1. Alternate #2a – ADD to the base bid **amount for all Exterior related painting (09 91 00) of Outbuilding #01.**

2. Alternate #2b - ADD to the base bid amount **for all Exterior related painting (09 91 00) of Outbuilding #02.**
3. Alternate #2c - ADD to the base bid amount for a **5-year warranty** for all Exterior related painting (09 91 00).
4. Alternate #3a – DEDUCT from the base bid amount for the exterior signage **(10 14 00) to be raceway mounted** in lieu of individually powered letters)

**PART 3 EXECUTION**

**3.1 Advance Coordination:** Immediately after award of Contract, and to the maximum extent practicable, thoroughly and clearly advise all necessary personnel and suppliers as to the nature and extent of alternatives selected by the Owner. Use means necessary to alert those personnel and suppliers involved as to all changes in the Work caused by the Owner’s selection of alternatives.

**3.2 Surface Conditions:** Prior to installation of the alternative items, verify that all surfaces have been modified as necessary to accept the installation and that the item or items may be installed in complete accord with their manufacturer’s current recommendations. In the event of discrepancy, immediately notify the Architect and proceed as he directs.

\* \* \* \* \*

## **SECTION 01 30 00 PROJECT COORDINATION**

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern Work under this Section.

**INDEX**

- 1.1 Description
- 2.1 Project Manager
- 3.1 General Duties of Project Managers
- 3.2 Coordination Between Contractors at the Project Site

### **PART 1 GENERAL**

#### **1.1 Description**

- A. Work Included
  - 1. General Contractor will coordinate the Work of the entire Project.
  - 2. The General Contractor shall:
    - a. Coordinate work of their own employees and subcontractors.
    - b. Expedite their work to assure compliance with schedules.
    - c. Coordinate their work with that of other prime contractors and work by Owner.
    - d. Comply with orders and instructions of the Owner.
- B. Related Work Specified Elsewhere: Division 1.

### **PART 2 PERSONNEL**

#### **2.1 Project Manager**

- A. The General Contractor and each of the Mechanical and Electrical sub-contractors shall designate a qualified project manager for the duration of the construction work.
  - 1. Qualification:
    - a. A minimum of ten years of experience in field work required for this type and size of Project.
  - 2. Submit name to Architect.
  - 3. The Project Manager shall not be the same person as the Superintendent. The Project Manager shall work in concert with the Superintendent on this project.
- B. General Contractors: Per Section 00 72 00, Article 3.9 of the A201, a qualified project superintendent must be present on the job during performance of the work. The superintendent must be on site all day, min. 8 hours during the construction period and it is not acceptable to be a part time superintendent.

### **PART 3 EXECUTION**

#### **3.1 General Duties of Project Managers**

- A. Construction Organization and Start-up
  - 1. Project Managers shall establish on-site lines of authority and communications:
    - a. Establish procedures for intra-project communication:
      - (1) Submittals
      - (2) Reports and records

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- (3) Recommendations
  - (4) Coordination drawings
  - (5) Schedules
  - (6) Resolution of conflicts.
  - b. Interpret Contract Documents:
    - (1) Consult with Architect to obtain interpretations.
    - (2) Assist in resolution of questions or conflicts which may arise.
    - (3) Transmit written interpretations to Prime Contractors, and to other concerned parties.
  - c. Assist in obtaining permits and approvals:
    - (1) Building permits and special permits required for Work or for temporary facilities.
    - (2) Verify that contractors and subcontractors have obtained inspections for Work and for temporary facilities.
- B. Project Manager Duties
- 1. Prepare Coordination Drawings as required to resolve conflicts and to assure coordination of the Work of, or affected by, mechanical and electrical trades, or by special equipment requirements.
    - a. Submit to Architect.
    - b. Reproduce and distribute copies to concerned parties after Architect review.
  - 2. Inspection and Testing:
    - a. Inspect Work to assure performance in accord with requirements of Contract Documents.
    - b. Administer special testing and inspections of suspect Work.
    - c. Reject Work which does not comply with requirements of Contract Documents.
    - d. Coordinate Testing Laboratory Services:
      - (1) Verify that required laboratory personnel are present.
      - (2) Verify that tests are made in accord with specified standards.
      - (3) Review test reports for compliance with specified criteria.
      - (4) Recommend and administer any required retesting.
  - 3. Monitor the use of temporary utilities:
    - a. Verify that adequate services are provided and maintained.
    - b. Coordinate installation, operation and maintenance, to verify compliance with project requirements and with Contract Documents.
    - c. Coordinate use of Owner's facilities.
  - 4. Monitor Contractor's periodic cleaning:
    - a. Enforce compliance with Specification.
    - b. Resolve any conflicts.
  - 5. Arrange for delivery of Owner-furnished products.
    - a. Inspect for condition at delivery.
    - b. Turn over to appropriate Contractor, obtain receipt.
  - 6. Changes and Substitutions:
    - a. Recommend necessary or desirable changes to Owner and to Architect.
    - b. Review subcontractors' requests for changes and substitutions; submit recommendations to Owner and to Architect.
    - c. Assist Architect in negotiating Change Orders.
    - d. Promptly notify all subcontractors of pending changes or substitutions.
  - 7. Provide cost control for Project:
    - a. Revise and refine the approved estimate of construction cost periodically:
      - (1) Record actual costs and estimates for uncompleted work.

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- (2) Incorporate approved changes as they occur.
- (3) Develop cash flow reports and projections.
- b. Maintain cost accounting records for authorized work performed under:
  - (1) Unit costs.
  - (2) Actual costs for labor and materials.
  - (3) Other basis requiring accounting records.
- c. Implement procedures for review and processing of Contractor's applications for progress payments and for final payments;
  - (1) Review each application for payment, submit recommendations to Architect.
- 8. Maintain Reports and Records at Job Site, available to Architect and Owner.
  - a. Daily log of progress of Work.
  - b. Records:
    - (1) Contracts
    - (2) Purchase orders.
    - (3) Materials and equipment records.
    - (4) Applicable handbooks, codes and standards.
  - c. Obtain information from subcontractors and maintain file of record documents.
  - d. Assemble documentation for handling of claims and disputes.
- 9. Coordinate the work schedules of the subcontractors:
  - a. For temporary utilities.
  - b. Among the work of the trades specified in Division 23 and 26.
  - c. With the work of trades specified in Division 2 through 26.
- 10. Coordinate the schedules of subcontractors.
  - a. Verify timely deliveries of Products for installation by other trades.
  - b. Verify that labor and materials are adequate to maintain schedules.
- 11. Conduct conferences among subcontractors and other concerned parties as necessary to:
  - a. Maintain coordination and schedules.
  - b. Resolve matters in dispute.
- 12. Participate in Project Meetings:
  - a. Report progress of Work.
  - b. Recommend needed changes in schedules.
  - c. Transmit minutes of meetings to trades, as appropriate.
- 13. Temporary Utilities:
  - a. Coordinate installation, operation and maintenance, to verify compliance with Project requirements and with Contract Documents.
  - b. Verify adequacy of service at required locations.
- 14. Shop Drawings, Product Data Samples:
  - a. Prior to submittal, review for compliance with Contract Documents.
    - (1) Check field dimensions and clearance dimensions.
    - (2) Check relation to available space.
    - (3) Check anchor bolt settings.
    - (4) Review the effect of any changes on the work of other contracts or trades.
    - (5) Check compatibility with equipment and work of other trades.
    - (6) Check motor voltages and control characteristics.
    - (7) Coordinate controls and interlocks:
      - (a) Voltages
      - (b) Wiring of pneumatic electric switches or relays.
    - (8) Coordinate wiring and control diagrams.
- 15. Job Site Visits:

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PROJECT  
COORDINATION

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- a. Project Managers shall visit site monthly until work of their contract begins.
  - b. Visit site weekly after Contractor has begun.
  16. Verify that subcontractors maintain accurate record documents.
  17. Observe Work for compliance with requirements of Contract Documents.
    - a. Maintain list of observed deficiencies and discrepancies.
    - b. Promptly report deficiencies or discrepancies to Architect.
    - c. Record results including time and date of start-up.
  18. Equipment Startup:
    - a. Check to assure that utilities and specified connections are complete and that equipment is in operable condition.
    - b. Observe test adjust and balance.
    - c. Record results including time and date of start-up.
  19. Inspection and Acceptance of Equipment:
    - a. Prior to inspection, check that equipment is clean, repainted as required, tested and operational.
    - b. Assist inspector; prepare list of items to be completed or corrected.
    - c. Should acceptance and operation of equipment constitute the beginning of the specified warranty period, prepare and transmit written notice to Architect for the Owner.
  20. Assemble Record Documents from subcontractors and transmit to Architect.
- C. Project Manager's Close-out Duties
1. Mechanical and Electrical equipment start-up:
    - a. Coordinate check-out of utilities, operational systems and equipment.
    - b. Assist in initial start-up and testing.
    - c. Record dates of start of operation of systems and equipment.
    - d. Submit to Owner written notice of beginning of warranty period for equipment put into service.
  2. At completion of Work of each Contract, conduct an inspection to assure that:
    - a. Specified cleaning has been accomplished.
    - b. Temporary facilities have been removed from site.
  3. Substantial Completion:
    - a. Conduct an inspection to confirm or supplement Contractor's list of work to be completed or corrected.
    - b. Assist Architect in inspection.
    - c. Supervise correction and completion of work as established in Certificate of Substantial Completion.
  4. When Owner occupies a portion of Project prior to final completion, coordinate established responsibilities of Contractor and Owner.
  5. Final Completion:
    - a. When each Contractor determines the Work is finally complete, conduct an inspection to verify completion of Work.
    - b. Assist Architect in inspection.
  6. Administration of Contract Closeout:
    - a. Receive and review subcontractors' final submittals.
    - b. Transmit to Architect with recommendations for action.
- D. Additional Duties of General Contractor's Project Manager
1. Control the use of Site:
    - a. Supervise field engineering and site layout.

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- b. Allocate space for each Prime Contractor's use for field offices, sheds and work and storage areas.
  - c. Allocate field office and storage space, and work and storage areas, for use of each Prime Contractor.
  - d. Establish access, traffic and parking allocations and regulations.
  - e. Monitor use of site during construction.
2. Construction Schedules:
- a. Coordinate schedules of the several Prime Contractors.
  - b. Prepare a detailed schedule of basic operations for all Prime Contractors.
    - (1) Each Prime Contractor shall prepare sub-schedules to comply with critical phases.
  - c. Monitor schedules as work progresses:
    - (1) Identify potential variances between scheduled and probable completion dates for each phase.
    - (2) Recommend to Owner adjustments in schedule to meet required completion dates.
    - (3) Adjust schedules of Contractors as required.
    - (4) Document changes in schedule, submit to Owner, Architect and to involved Contractors.
  - d. Observe work of each Contractor to monitor compliance with schedule.
    - (1) Verify that labor and equipment are adequate for the Work and the schedule.
    - (2) Verify that product procurement schedules are adequate.
    - (3) Verify that product deliveries are adequate to maintain schedule.
    - (4) Report noncompliance to Owner with recommendation for changes.
3. Daily Reports: Establish a procedure for the General Contractor's job superintendent to write a daily report on the progress of the job. These reports will be sent to the Architect at the end of each week. The report will include date, weather conditions, temperatures, manpower for all prime Contractor's and subcontractor's work being done by all prime contractors, problems and delays, extra work done or materials purchased.

### **3.2 Coordination Between Contractors at the Project Site**

- A. All Contractors and all subcontractors shall coordinate their work with adjacent work and shall cooperate with all other trades so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material. In no case will any Contractor be permitted to exclude from the premises or Work, any other Contractor or their employees, or interfere with any Contractor in the execution or installation of their work.
- B. Each trade shall perform its work in proper sequence in relation to that of other contractors or trades and as approved by the Architect. Any cost caused by defective or ill-timed work shall be borne by the trade responsible therefore.
- C. Each Contractor shall arrange its Work and dispose of its materials so as not to interfere with the Work or storage of materials of other Contractors and each shall join their work to that of others in accord with the intent of the Drawings and Specifications.
- D. All mechanical and electrical contractors shall work in cooperation with the General Contractor and with each other, and fit their piping, ductwork, conduit, etc., into the structure as job conditions may demand. All final decisions as to the right-of-way and run

of pipe, ducts etc., shall be made by the Architect or his/her representative at prearranged meetings with responsible representatives of the mechanical and electrical contractors.

- E. Each Contractor shall give due notice and proper information to other Contractors of any special provisions necessary for the placing or setting of their work coming in contact with work of other Contractors. Failing to do so in proper time, they will be held responsible and shall pay for any and all alterations and repairs necessitated by such neglect.
- F. It shall be the responsibility of all Contractors and all subcontractors to keep constant check on the progress of the Work so that the particular trade can ensure proper preparation for installation of that trade's work and not cause delay in the progress of the Work. It shall be the responsibility of each contractor to periodically make inspections of Work in progress and to notify the Architect when Work is complete in compliance with Specifications and Drawings.
- G. Contractors for Fire Protection, Plumbing, Heating and Ventilating and Electrical Work shall check and cross check the Drawings and Specifications of other trades to inform themselves of the work interrelated with their work.
- H. Any voluntary effort on the part of the Architect to expedite the notice to other Contractors shall not relieve any Contractor of their primary responsibility to give such notice.
- I. Contractors shall determine as far in advance as possible the exact size of openings and guarantee them to the General Contractor.
- J. All Contractors working on the site shall coordinate storage of materials on ground slabs and on above ground floor and roof members so as not to exceed the design live load shown on the Drawings. Material storage will not be allowed on any cantilevered members. Contractors will take immediate remedial action when so directed by the Architect.

\* \* \* \* \*

## SECTION 01 31 19 PROJECT MEETINGS

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern Work under this Section.

**INDEX**

1.1 Description	2.4 One Year Warranty Review Meetings
2.1 Pre-Construction Meetings	3.1 Representatives List
2.2 Progress Meetings	3.2 Meetings
2.3 Completion Inspection Meeting	

### PART 1 GENERAL

#### 1.1 Description

- A. Work Included: Throughout the course of the Work, in order to provide coordination of the Project, the Architect will schedule meetings which will include but are not limited to:
1. Preconstruction Conference
  2. Progress Meetings
  3. Completion Inspection Meeting
- B. Related Requirements Specified in Other Sections
- |                                         |                  |
|-----------------------------------------|------------------|
| 1. Summary of Work                      | Section 01 10 00 |
| 2. Quality Control                      | Section 01 45 00 |
| 3. Construction Schedules               | Section 01 30 00 |
| 4. Submittals Shop Drawings and Samples | Section 01 33 00 |
| 5. Project Record Documents             | Section 01 70 00 |
| 6. Operating and Maintenance Data       | Section 01 70 00 |
- C. Related Requirements in Other Parts of the Project Manual
1. Pre-Bid Conference: Instruction to Bidders
- D. Definitions: See General Conditions

### PART 2 PRODUCTS

#### 2.1 Preconstruction Meeting

- A. Schedule within fifteen (15) days after date of Notice to Proceed.
- B. Location: The Architect will designate a central site convenient for all parties.
- C. Attendance
1. All persons named on the Representatives List described in Part 3 of this Section.
  2. Major subcontractors.
  3. Major suppliers.
  4. Others as appropriate.
- D. Suggested Agendum
1. Distribution and discussion of:
    - a. List of major subcontractors and suppliers

- b. Projected construction schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project coordination; designation or responsible personnel.
5. Procedures and processing of:
  - a. Field decisions
  - b. Proposal requests
  - c. Submittals
  - d. Change orders
  - e. Application for payment
6. Adequacy of distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
  - a. Office, work and storage areas.
  - b. Owner's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Safety and first-aid procedures.
12. Security procedures.
13. Housekeeping procedures.

## **2.2 Progress Meetings**

- A. Schedule regular periodic meetings, as required.
- B. Hold called meetings as required by progress of the Work.
- C. Location of the Meetings: The project field office.
- D. Attendance
  1. Architect's, Owner's and Contractor's representatives as shown on Representatives List in Part 3 of this Section.
  2. Subcontractors as appropriate to the Agenda.
  3. Suppliers as appropriate to the Agenda.
  4. Others.
- E. Suggested Agendum
  1. Review, approval of minutes of previous meeting.
  2. Review of Work progress since previous meeting.
  3. Field observations, problems, conflicts.
  4. Problems which impede Construction Schedule
  5. Review of off-site fabrication; delivery schedules.
  6. Corrective measures and procedures to regain projected schedule.
  7. Revisions to Construction Schedule.
  8. Plan progress schedule, during succeeding work period.
  9. Coordination of schedule.
  10. Review submittal schedules; expedite as required.
  11. Maintenance of quality standards.
  12. Review proposed changes for:
    - a. Effect on Construction Schedule and on completion date.
    - b. Effect on other contracts of the Project.

13. Perform business.

**2.3 Completion Inspection Meeting**

- A. Schedule after Punch List has been returned to Architect and before final payment.
- B. Location: A walk-through of the entire project.
- C. Attendance
  - 1. Architect
  - 2. Owner’s Representatives
  - 3. Field Superintendent for each prime Contractor.
  - 4. Subcontractors as requested.
  - 5. Engineers
- D. Suggested Agendum
  - 1. Review of Punch List items not completed.
  - 2. Review of Project requirements for determination of final payment.

**2.4 One Year Warranty Review Meeting:** Approximately eleven (11) months after the date of substantial completion the Architect, Owner and Contractor will inspect the project and develop a list of items to be corrected under the provisions of the One-Year Warranty division of the General Conditions.

**PART 3 EXECUTION**

**3.1 Representative List:** After Contracts are awarded, each Contractor will submit to the Architect the names of the Project Manager and Field Superintendent. The Architect will then compile a list of all the representatives of the Owner, Architect, Engineers and Contractors who are authorized to make decisions about the Project and distribute this list to all interested parties.

**3.2 Meetings**

- A. The General Contractor shall schedule and administer pre-construction meeting, periodic progress meetings and specially called meetings throughout the progress of the Work.
  - 1. Prepare agenda for meetings.
  - 2. Distribute written notice of each meeting four (4) days in advance of meeting date.
  - 3. Make physical arrangements for meetings.
  - 4. Preside at meetings.
  - 5. Record the minutes; include all significant proceedings and decision.
  - 6. Reproduce and distribute copies of minutes within three (3) days after each meeting.
    - a. To all participants in the meeting.
    - b. To all parties affected by decisions made at the meeting.
- B. Representatives of Contractors, Subcontractors and suppliers attending the meeting shall be qualified and authorized to act on behalf of the entity each represents

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## SECTION 01 33 00 SUBMITTALS

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern Work under this Section.

**INDEX**

1.1 Description	2.2 Product Data
1.2 Submittals	2.3 Samples
2.1 Shop Drawings	3.1 Shop Drawings, Product Data and Samples

### PART 1 GENERAL

#### **1.1 Description**

##### A. Work Included

1. To ensure that the specified products are furnished and installed in accord with design intent, procedures have been established for advance submittal of design data and for its review by the Architect.
2. Construction Schedule
3. Progress Reports
4. Shop Drawings
5. Product Data
6. Samples
7. Layout Data
8. Schedule of Values
9. Instruction Manuals

##### B. Related Requirements Specified Elsewhere

1. General Conditions
  - a. Progress Schedule
  - b. Shop Drawings, Product Data and samples
  - c. Schedule of Values
2. Instructions to Bidders Section 00 21 13
3. Project Meetings Section 00 31 21
4. Quality Control Section 01 45 00
5. Material and Equipment Section 01 60 00
6. Project Closeout Section 01 70 00

##### C. Definitions

1. Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor and which illustrate some portion of the Work.
2. Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship and to assist in the establishment of standards by which the work will be judged.

#### **1.2 Submittals**

##### A. Construction Schedule

1. Submit initial schedules within fifteen (15) days after date of Award of Contract.
  - a. Architect will review schedules and return review copy within ten (10) days after receipt.

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- b. If required, resubmit within seven (7) days after return of review copy.
  2. Submit periodically updated schedules accurately depicting progress on first day of each month.
- B. Shop Drawings, Product Data and Samples
1. Schedule submissions at least fourteen (14) days before dates reviewed submittals will be needed.
  2. Submit number of copies of Shop Drawings, Product Data and Samples which Contractor required for distribution plus two copies which will be retained by the Architect. An additional copy shall be submitted for mechanical engineers as required.
  3. Accompany submittals with transmittal letter, in duplicate, containing:
    - a. Date
    - b. Project title and number
    - c. Contractor's name and address
    - d. The number of each Shop Drawing, Product Data and Sample submitted.
  4. Submittals shall include:
    - a. Date and revision dates.
    - b. Project title and number.
    - c. The names of:
      - (1) Architect or Engineer
      - (2) Contractor
      - (3) Subcontractor
      - (4) Supplier
      - (5) Manufacturer
      - (6) Separate detailer when pertinent.
    - d. Identification of product or material.
    - e. Relation to adjacent structure or materials.
    - f. Field dimensions clearly identified as such.
    - g. Specification Section number.
    - h. Applicable standards, such as ASTM number.
    - i. Identification of deviations from Contract Documents.
    - j. Contractor's stamp, initialed or signed, certifying to review of submittals, verification of field measurements and compliance with Contract Documents.
  5. Resubmission Requirements:
    - a. Shop Drawings:
      - (1) Revise initial drawings as required and resubmit as specified for initial submittal.
      - (2) Indicate on drawings any changes which have been made other than those requested by Architect.
      - (3) Product Data and Samples: Submit new data and samples as required for initial submittal.
  6. Distribution of submittals after review:
    - a. Distribute copies of Shop Drawings and Product Data which carry Architect's stamp to:
      - (1) Contractor's file
      - (2) Job-site file
      - (3) Record document file
      - (4) Other prime contractors
      - (5) Affected subcontractors
      - (6) Suppliers

- (7) Fabricator
- (8) Erector
- b. Distribute samples as directed.
- 7. Note: Architect will not accept any drawing or data that has been transmitted by means of telephone or facsimile. Submittals may be transmitted via electronic mail or using a project management web application.
- 8. Provide sufficient space for both Contractor's and Architect's Review Stamp.

## **PART 2 PRODUCTS**

### **2.1 Shop Drawings**

- A. Original drawings, prepared by Contractor, subcontractor, supplier or distributor, which illustrate some portion of the Work; showing fabrication, layout, setting or erection details.
- B. Prepared by a qualified detailer.
- C. Identify details by reference to sheet, room schedule, detail numbers or other identification for coordinating with Contract Drawings.
- D. Reproductions for Submittals: Submittals made on paper should be provided with five copies in blue or black line on white background.
- E. Unless otherwise specifically directed by the Architect, make all Shop Drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
- F. One set of corrected drawings used for fabrication will be made available on the Owner's request.

### **2.2 Product Data**

- A. Manufacturer's Standard Schematic Drawings:
  - 1. Modify drawings to delete information which is not applicable to project.
  - 2. Supplement standard information to provide additional information applicable to Project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
  - 1. Clearly mark each copy to identify pertinent materials, products or models.
  - 2. Show dimensions and clearances required.
  - 3. Show performance characteristics and capacities.
  - 4. Show wiring diagrams and controls.

### **2.3 Samples**

- A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
- B. Office Samples: Of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of product or material with integrally related parts and attachment devices.

2. Colors: Submit accurate color charts and pattern charts to the Architect for review and selection as required. Indicate any cost differential between samples.
3. After review, samples may be used in construction of Project.

C. Field Samples and Mock-ups: Erect at Project site at location acceptable to the Architect.

## **PART 3 EXECUTION**

### **3.1 Shop Drawings, Product Data and Samples**

#### **A. Contractor Responsibilities**

1. Review Shop Drawings, Product Data and Samples prior to submission. The Contractor will be responsible to submit samples which are to be available during the period of construction.
2. Verify
  - a. Field measurements
  - b. Field construction criteria
  - c. Catalog numbers and similar data.
3. Secure all necessary approvals from public agencies and others and signify by stamp or other means that they have been secured.
4. Coordinate each submittal with requirements of Work, Contract Documents, all trades, and public agencies involved.
5. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect's review of submittals.
6. Begin no work which requires submittals until return of submittals with Architect's stamp and initials or signature indicating review. The Architect takes no responsibility for items delivered to the site and will reject if no Shop Drawings were submitted.
7. Notify Architect, in writing, at time of submission, of deviations in submittals from requirements of Contract Documents.
8. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Architect's review of submittals, unless Architect gives written acceptance of specific deviations. Corrections required in the field due to failure to submit the required documents for review shall be made at no cost to the Owner or Architect.
9. Work started or materials released for production prior to receiving returned submittals indicating "Reviewed" or "Reviewed as Noted" shall be at the Contractor's sole risk.
10. Begin no work related to submittals returned as "Rejected" or "Revise and Resubmit" unless specifically noted on the review by the Architect. Immediately work with the supplier to provide corrected or revised documents for resubmittal as noted on the returned submittal.
11. After Architect reviews indicating either "Reviewed" or "Reviewed as Noted", distribute copies.

#### **B. Architect's Duties (General Conditions)**

1. Review submittals with reasonable promptness.
2. Review for:
  - a. Design concept of Project.
  - b. Information given in Contract Documents.

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3. Review of separate item does not constitute review of an assembly in which item functions.
4. Affix stamp and initials or signature certifying to review of submittal.
5. Return submittals to Contractor for distribution.
6. Review of Shop Drawings by Architect/Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory.  
Review of such drawings will not relieve Contractor of responsibility for any error which may exist in the submittals as Contractor shall be responsible for dimensions and design of adequate connections, details and satisfactory construction of all work.
7. The Architect will only check those submittals which have been prepared by the Contractor or subcontractor that is actually supplying, fabricating or installing the product to be reviewed. Any evidence that the submittal was prepared by a prime contractor for a subcontractor without the subcontractor's knowledge will result in the submittal being returned marked Rejected/Resubmit.
8. The Architect's stamp, affixed to the Shop Drawing, means only what it says; that the submittal has been reviewed and is released for fabrication "as is" or "as noted," must be resubmitted or has been rejected. The stamp does not represent a Change Order Authorization. The Contractor will bear all increased costs for reviewed products that have not been previously approved by the Architect for use on this Project.

### C. Timing

1. General
  - a. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
  - b. In scheduling, allow at least ten (10) full working days for the Architect's review following receipt of the submittal.
  - c. Mechanical and Electrical submittals should be allowed additional lead time for Engineer's review.
  - d. Submittals pertaining to color selection are interdependent. No colors will be selected without all samples.
2. Delays: Costs of delays occasioned by tardiness of submittals may be back charged as necessary and shall not be borne by the Owner. Such costs will include the purchase, installation and removal of temporary materials, equipment and fixtures, as required, in writing, by the Owner to allow the Project to be used or occupied until the permanent materials, equipment and fixtures can be installed. The Owner will not be forced to accept alternate materials, equipment, fixtures or colors because of the failure of the Contractor's to make timely submission of Shop Drawings and product data

- D. Submittal Schedule: Submittals required by the various Sections of these Specifications include, but are not necessarily limited to:

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	<b>Work</b>	<b>Field Approval</b>	<b>Shop Drawings</b>	<b>Samples</b>	<b>Color Selections</b>	<b>Manuals</b>	<b>Instruction Methods</b>	<b>Product Data</b>
07 92 00	Caulking				X			X
09 91 00	Painting				X			X
10 14 00	Signage	X	X	X	X	X	X	X
26	Electrical	X				X	X	X

## **SECTION 01 45 00 QUALITY CONTROL**

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern Work under this Section.

<b>INDEX</b>	1.1 Description	2.3 Documents
	1.2 Quality Assurance	3.1 Contractor's Inspections
	1.3 Submittals	3.2 Architect's Inspections
	1.4 Product Handling	3.3 Testing Laboratories
	2.1 Testing	3.4 Updated Documents
	2.2 Inspections	

### **PART 1 GENERAL**

#### **1.1 Description**

- A. Work Included: During the course of the Work, the Contractors will maintain a means of ensuring quality control of the Project. Such means of control shall include:
  - 1. On-site construction.
  - 2. Off-site operations.
  - 3. Testing laboratory.
  - 4. Reports
  - 5. Testing and inspection requirements.
  - 6. Updated documents.
- B. Related Work Specified Elsewhere: Requirements for quality controls, certification and tests may be described in various Sections of these Specifications and the General Conditions.
- C. Work Not Included
  - 1. Selection of testing laboratories employed by Owner.
  - 2. Payment of testing laboratories for initial testing.
- D. Work by Owner
  - 1. Owner will employ and pay for the services of an Independent Testing Laboratory to perform specified testing.
    - a. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
    - b. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

#### **1.2 Quality Assurance**

- A. Qualifications of Inspectors: Quality control personnel shall be familiar with all aspects of the Work and experienced in controlling the finished quality of the Work.
- B. Qualifications of Testing Laboratories
  - 1. Meet "Recommended Requirements for Independent Laboratory Qualification", published by American Council of Independent Laboratories.
  - 2. Meet basic requirements of ASTM E 329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction."
  - 3. Authorized to operate in the State in which the Project is located.

4. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during the most recent tour of inspection with memorandum of remedies of any deficiencies reported by the inspection.
5. Testing Equipment:
  - a. Calibrated at reasonable intervals by devices of accuracy traceable to either:
    - (1) National Bureau of Standards.
    - (2) Accepted values of natural physical constants.
- C. Codes and Standards: Testing, when required, will be in accord with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

**1.3 Submittals:** Test reports, inspection reports and other documents will be submitted to all interested parties.

**1.4 Product Handling:** Promptly process and distribute all required copies of reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the Work.

## **PART 2 PRODUCTS**

### **2.1 Testing**

- A. Code Compliance Testing: Inspections and tests, required by codes or ordinances, or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.
- B. Contractor's Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.
- C. Testing laboratory inspection, sampling and testing is requested by the Owner for:
  1. Portland cement concrete paving Section 03 30 00
  2. Concrete reinforcement Section 03 30 00
  3. Cast-in-place concrete Section 03 30 00
  4. Structural metal framing Section 05 12 00
  5. Metal fabrications Section 05 50 00
  6. Soil compaction control Section 31 20 00
- D. Payment for Testing
  1. Initial services:
    - a. The Owner will pay for all initial testing services requested by the Owner.
    - b. When initial tests indicate non-compliance with the Contract Documents, the costs of initial tests associated with that non-compliance will be deducted by the Owner from the Contract Sum.
  2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof will be deducted by the Owner from the Contract Sum.

### **2.2 Inspections**

- A. On-Site: The Contractor will provide the necessary personnel to maintain continuous inspection of the Work to ensure compliance with all the requirements of the Contract Documents, all applicable Codes and Manufacturer's recommendations.
- B. Off-Site Construction: The Contractor will provide the necessary inspections to ensure the adequacy of all items manufactured off site and delivered to the job ready for installation.

**2.3 Documents:** The Contractor will prepare all documents necessary to comply with the requirements of this Section and deliver same to all interested parties.

### **PART 3 EXECUTION**

**3.1 Contractor's Inspections:** The Contractor will continuously monitor the quality of the Work. Any work found to be inadequate will be corrected immediately. Any work found inadequate but requiring the consultation of the Architect will be reported to the Architect and then corrected immediately after clarification. Proper inspection procedures by the Contractor will eliminate the need for a Punch List at the completion of the Project.

### **3.2 Architect's Inspections**

- A. The Architect will perform a periodic inspection of the Project as required by his/her agreement with the Owner. The Contractor will immediately carry out the Architect's instructions based on these inspections. The Architect will not assume the role of a full time inspector because of the inadequacies of the inspection procedures of the Contractor.
- B. As part of the Architect's inspections, the Contractor will provide the necessary tools and instruments to allow for the on-site verification of all dimensions, grades and elevations.

### **3.3 Testing Laboratories (Owner Employed)**

- A. Laboratory Duties
  1. Cooperate with Architect and Contractor; provide qualified personnel after due notice.
  2. Perform specified inspections, sampling and testing of materials and methods of construction: Comply with specified standards. Ensure certain compliance of materials with requirements of Contract Documents.
  3. Promptly notify Architect and Contractor of observed irregularities or deficiencies of Work or products.
  4. Promptly submit written report of each test and inspection; one copy each to Architect, Owner, Contractor and one copy to Record Document File.
  5. Perform additional tests as required by Architect or the Owner.
- B. Limitations of Authority of Testing Laboratory
  1. Laboratory is not authorized to:
    - a. Release, revoke, alter or enlarge on requirements of Contract Documents.
    - b. Approve or accept any portion of the Work.
    - c. Perform any duties of the Contractor.
- C. Contractor's Responsibilities
  1. Cooperate with laboratory personnel, provide access to Work and to Manufacturer's operations.

2. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
3. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
4. Furnish copies of Products test reports as required.
5. Furnish incidental labor and facilities:
  - a. To provide access to Work to be tested.
  - b. To obtain and handle samples at the Project site or at the source of the product to be tested.
  - c. To facilitate inspections and tests.
  - d. For storage and curing of test samples.
6. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
  - a. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.

D. Schedules for Testing

1. Establishing schedule:
  - a. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to ensure each of its findings.
2. Adherence to schedule: When the testing laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

E. Taking Specimens: All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the testing laboratory; all sampling equipment and personnel will be provided by the testing laboratory; and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

F. Notification: Testing agency shall notify all interested parties before testing begins.

**3.4 Updated Documents**

- A. Latest Contract Documents: The Contractor will be responsible for prompt distribution to all parties of the latest revised Contract Documents as supplied by the Architect.
- B. Record Documents: The Contractor will supply the Architect with record documents for those items which differ from the Contract Documents. This will be done immediately and not be left to the end of the Construction.

\* \* \* \* \*

## SECTION 01 50 00 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern Work under this Section.

<b>INDEX</b>	1.1 Description	2.6 Access Roads and Parking Areas
	1.2 Requirements of Regulatory Agencies	2.7 Traffic Regulations
	2.1 Utilities	2.8 Project Identification and Signs
	2.2 Construction Aids	2.9 Field Offices and Sheds
	2.3 Barriers	2.10 Owner Occupancy
	2.4 Security	3.1 Removal
	2.5 Temporary Controls	

### PART 1 GENERAL

#### 1.1 Description

- A. Work Included: Temporary facilities and controls required for this Work include, but are not necessarily limited to:
1. Temporary utilities such as gas, water, electricity, heat, ventilation and light.
  2. Field offices and sheds.
  3. Sanitary facilities.
  4. Enclosures such as tarpaulins, barricades and canopies.
  5. Signs.
  6. Barriers.
  7. Access roads and parking.
  8. Construction elevators and hoists.
  9. Security.
  10. Special controls such as noise, dust and water.
  11. Winter protection.
  12. Fire protection.
  13. Traffic.
- B. Related Work Specified Elsewhere
1. Compliance with safety regulations: Comply with all requirements of pertinent regulations as described in the General Conditions of the Contract.
  2. Subcontractor equipment: Except that equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations, the ladders, hoists, planks and similar items normally furnished by individual trades in execution of their own portions of the Work are not part of this Section of these Specifications.
  3. Utility hook-up: Installation and hook-up of the various utility lines are described in the pertinent other Sections of these Specifications.
  4. Sitework Section 31 20 00
  5. Electrical Materials and Lighting Division 26

1.2 **Requirements of Regulatory Agencies:** Comply with Federal, State and Local codes and regulations.

### PART 2 PRODUCTS

## **2.1 Utilities**

- A. Temporary Heating, Cooling and Ventilating
1. Conditions Required:
    - a. Provide and operate equipment required to control temperature and humidity, as necessary to facilitate progress of Work.
    - b. Provide ventilating and cooling required to maintain adequate conditions.
      - (1) To control humidity, and to prevent condensation which would have an adverse effect on products and finishes or which would affect application of materials.
      - (2) To cure installed materials.
    - c. Ventilation Required:
      - (1) General: To prevent hazardous accumulations of dust, fumes, mists, vapor or gases in areas occupied during construction.
        - (a) Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere of occupied areas.
        - (b) Dispose of exhaust materials in a manner which will not result in harmful exposure to persons.
        - (c) Ventilate storage spaces containing hazardous or volatile materials.
  2. Use of Permanent System:
    - a. Prior to use of permanent system, obtain written permission of Owner, which will define:
      - (1) Conditions of use.
      - (2) Provisions relating to guarantees on equipment.
  3. Costs of Installation and Operation:
    - a. The General Contractor will pay fees and charges for applications, permits and inspections.
    - b. The General Contractor will pay costs of installation, fuel, operation, maintenance and removal of equipment and restoration of permanent facilities used.
  4. Materials:
    - a. Comply with applicable Sections of Division 23, Mechanical.
    - b. Materials may be new or used, but must be adequate for the purposes intended, and must not violate requirements of applicable codes and standards.
  5. Equipment:
    - a. Provide required facilities, including piping, wiring and controls, as appropriate.
    - b. Portable heaters: Standard units, in compliance with applicable codes and regulations.
  6. Installation:
    - a. Comply with applicable Sections of Division 23, Mechanical.
    - b. Modify and extend system as Work progress requires.
    - c. Locate units to provide uniform distribution of heat and air movement.
  7. Operation of Permanent Equipment (HVAC Sub-Contractor):
    - a. Place operational zones of permanent HVAC system in use sequentially as respective areas of Project become adequately enclosed for efficient operation.
    - b. Prior to operation, verify that inspection has been made by proper authorities and installation has been approved for operation.
    - c. Install temporary filters for air handling units and for permanent ducts.
    - d. Protect permanent radiation units such as convectors or finned pipe.
    - e. Provide operation and maintenance of systems.

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8. Removal:
  - a. Completely remove temporary materials and equipment when use is no longer required.
  - b. Restore existing equipment used for temporary services to original or better condition.
  - c. Restore permanent equipment used for temporary services to specified condition.
  - d. Remove temporary filters and install new.
  
- B. Temporary Electricity (See applicable sections of Division 26 Electrical)
  1. Service Requirements:
    - a. The Electrical Contractor will provide temporary power during the course of construction for all Contractors. This will be done through a separate temporary Sub Meter service. Install on the existing Meter
    - b. Power centers for miscellaneous tools and equipment used in the Work:
      - (1) Weatherproof distribution box with minimum of four 20 ampere, 120 volt grounded outlets or more as needed.
      - (2) Locate so that power is available at any point of use with not more than 100 foot power cords.
      - (3) Minimum: One on each floor of building.
      - (4) Circuit breaker protection for each outlet.
    - c. Power to maintain continuous operation of Owner's facilities during changeover of electrical services.
    - d. Capacity of Service:
      - (1) Provide electrical service for construction used by trades during construction period; minimum 120/240 volts, single phase, 60 hertz. See Electrical Specifications.
      - (2) Notify power company when unusually heavy loads, such as for welding and other equipment with special power requirements, will be connected.
      - (3) Any trade requiring service of capacity or characteristics other those specified above shall provide and pay for the additional service.
    - e. Power Source: Wisconsin Public Service Corp – Weston Power Plant  
Phone 715-359-3351
    - f. Preliminary Power Source:
      - (1) Prior to availability of service, provide portable power plants of a capacity adequate for construction needs.
  2. Use of Permanent System:
    - a. Prior to use of permanent system for construction purposes, obtain written permission of Owner.
    - b. Maintain permanent system as specified for temporary facilities.
  3. Costs of Installation and Operation:
    - a. General Contractor:
      - (1) Pay costs of electrical power used.
    - b. Electrical Contractor:
      - (1) To obtain permits and applications. The General Contractor to pay for permits, installation fees and related charges.
      - (2) Pay costs of installation, maintenance and removal of temporary services, and restoration of any permanent facilities used.
    - c. Subcontractors: Should any subcontractor do any electric welding on the job, they shall inform the Electrical Contractor and work out a satisfactory agreement for payment to the General Contractor for his power.
  4. Materials and Equipment:

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- a. General:
    - (1) Comply with applicable sections – Division 26 Electrical.
    - (2) Products may be new or used, but must be adequate in capacity for required usage, and must not violate requirements of applicable codes and standards.
    - (3) Each trade will provide its own extension cords.
  - 5. Installation:
    - a. Comply with applicable requirements specified in Sections of Division 26, Electrical.
    - b. Maintain system to provide continuous service.
    - c. Modify and extend service as Work progress requires.
    - d. Make connections for temporary heating, cooling and ventilating equipment:
      - (1) Wire all safety devices specified for final operation of equipment.
      - (2) Verify proper operation of safety devices.
  - 6. Removal:
    - a. Completely remove temporary materials and equipment:
      - (1) When construction needs can be met by use of permanent installation.
      - (2) At completion of Project.
    - b. Restore existing facilities used for temporary services to original or better condition.
    - c. Restore permanent facilities used for temporary services to specified condition.
- C. Temporary Lighting
- 1. The Electrical Contractor will provide temporary artificial lighting in enclosed areas and for all areas when natural light does not meet minimum requirements for:
    - a. Construction work.
      - (1) For work areas: uniform illumination of 20-foot candles minimum or as required for execution of work.
    - b. Security.
      - (1) For work areas: temporary security lighting at building entrances 1-foot candle minimum within 10 feet of entrance.
      - (2) For staging and storage areas: temporary security lighting at staging and storage areas 1-foot candle average.
    - c. Temporary offices, storage, shop and other construction buildings.
  - 2. Use of Permanent System: Prior to use of permanent lighting system, obtain written permission of Owner. Use of permanent system shall not shorten guarantee period.
  - 3. Materials:
    - a. Comply with applicable requirements specified in Sections of Division 26, Electrical.
    - b. Maintain lighting and provide routine repairs.
    - c. Immediately prior to final inspection, clean fixtures and replace defective lamps and any other defective parts.
- D. Temporary Gas and Water
- 1. Construction Water and Gas:
    - a. Provide adequate supply of water and gas suitable for construction usage.
    - b. Capacity of Service:
      - (1) Size water and gas service to provide adequate volume for all anticipated construction uses and to maintain minimum specified pressure when taps are in use.

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- c. Water Source: The Village of Weston Utility
  - d. Gas Source: Wisconsin Public Service
  - e. Water and Gas Source:
    - (1) Install specified permanent system sufficiently complete to serve for temporary supply separate sub-meters need to be installed.
    - (2) Obtain inspections and certifications from authorities prior to use.
  - f. Maintain strict supervision of use of temporary system:
    - (1) Protect against freezing; repair leaks.
2. Use of Permanent System:
    - a. Prior to use of permanent system for construction purposes, obtain written permission of Owner.
    - b. Prior to use of system for drinking water:
      - (1) Disinfect piping.
      - (2) Obtain inspection and approval of governing authority.
    - c. Extend system as necessary to comply with temporary water and gas requirements.
  3. Costs of Installation and Operation:
    - a. The General Contractor will pay fees and charges for applications and permits.
    - b. Pay costs of installation, maintenance and removal of temporary services, and restoration of existing and permanent facilities used.
    - c. The General Contractor will pay costs for water and gas used, based on sub-meter readings.
  4. Materials:
    - a. General:
      - (1) Comply with applicable sections of Division 23 – Mechanical
      - (2) Materials may be new or used, but must be adequate for purpose required, must be sanitary, and must not violate requirements of applicable codes.
  5. Installation:
    - a. Comply with applicable requirements specified in Sections of Division 23, Mechanical.
    - b. Maintain system to provide continuous service.
    - c. Modify and extend service as Work progress requires.
    - d. When necessary to maintain pressure, provide temporary pumps, tanks and compressors.
  6. Removal:
    - a. Completely remove temporary materials and equipment.
      - (1) When construction can be met by use of permanent installation.
      - (2) At completion of Project.
    - b. Clean and repair damage caused by installation or use of temporary facilities.
    - c. Restore existing facilities, used for temporary services, to original or better condition.
    - d. Restore permanent facilities, used for temporary services, to specified condition.
- E. Temporary Sanitary Facilities
1. Use of Permanent Facilities:
    - a. When portions of permanent sanitary sewerage and water systems have been installed, tested and inspected, install temporary plumbing fixtures for use of construction personnel.
      - (1) Remove and relocate fixtures as Work progress requires.
    - b. Permanent sanitary facilities may be used by construction personnel after completion of installation, testing and inspection.

- (1) Obtain written permission of Owner prior to usage, establishing conditions of use.
  2. Cost of Installation and Operation:
    - a. The General Contractor will obtain and pay for permits as required by governing authorities.
    - b. The General Contractor will pay costs of temporary sanitary facilities, including costs of installation, maintenance and removal.
    - c. The General Contractor will pay service charges for use of portable units.
  3. Materials:
    - a. General:
      - (1) Comply with applicable sections of Division 23 – Mechanical.
      - (2) Materials may be new or used, but must be adequate for purpose intended, and must not create unsanitary conditions nor violate code requirements.
    - b. Toilet Facilities:
      - (1) Portable toilets or temporary flush toilets at Contractor's option.
  4. Installation:
    - a. Comply with applicable provisions of Sections of Division 23, Mechanical.
    - b. Modify and extend service as Work progress requires.
    - c. Place portable toilets in conformance with applicable laws, codes and regulations.
    - d. Temporary flush toilets: Provide water and sewer connections, and install toilets as soon as water supply and sewerage connections are available.
  5. Maintenance: Maintain facilities in a clean, operable sanitary condition.
  6. Removal:
    - a. Remove portable units when no longer required.
    - b. Remove temporary flush toilets when the space is ready for finishing and adequate facilities are provided elsewhere.
    - c. Completely remove temporary materials and equipment at completion of Project.
    - d. Clean and repair areas used for temporary purposes; replace damaged fixtures, surfaces and accessories.
- F. Temporary Fire Protection: The General Contractor shall provide and maintain, in working order, during the entire construction period, a minimum of three (3) fire extinguishers on each floor level including basement of the building, one in temporary office and such other fire protective equipment and devices as it deems necessary and suitable for any possible class of type of fires. They shall be non-freeze type such as A-B-C rated dry chemical extinguishers of not less than 10 pound capacity each. In addition each Contractor who maintains an enclosed shed on the premises shall install and maintain, in an accessible location one or more similar non-freezing type of fire extinguisher in each shed. Provisions of Local, State or Federal requirements, whichever are more restrictive, shall apply.

## **2.2 Construction Aids**

- A. General: Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.
- B. Construction Aids

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1. Provide construction aids and equipment required by personnel to facilitate the execution of the Work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.
  2. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.
- C. Construction Elevators and Hoists: The Contractors shall furnish, install and maintain all necessary material hoists, skips, tools, equipment, scaffolding, etc., in approved locations and in sufficient quantities to properly expedite the Work and protect the public. The Contractors will be responsible for the operation of its equipment and allow all contractors to use it as the progress of the Work requires. This equipment shall be installed according to State and local requirements and shall be removed by the Contractors at the completion of the Work. The permanent elevator may not be used.
- D. Temporary Enclosures
1. Provide temporary weather-tight enclosures of exterior walls for successive areas of the building as Work progresses as necessary to provide acceptable working conditions; provide weather protection for interior materials; allow for effective temporary heating; and, to prevent entry of unauthorized persons.
    - a. Provide temporary exterior doors with self-closing hardware and padlocks.
    - b. Other enclosures shall be removable as necessary for work and for handling of materials.
    - c. Exterior partitions or enclosures shall be covered with 3-inch insulation on interior face.
  2. Provide temporary enclosures to separate work areas from the areas of existing building occupied by Owner; to prevent penetration of dust or moisture into occupied area; to prevent damage to existing equipment; and, to protect Owner's employees and operations.
    - a. Temporary partition and ceiling enclosures: Framing and sheet materials which comply with structural and fire rating requirements of applicable codes and standards.
      - (1) Close joints between sheet materials, and seal edges and intersections with existing surfaces, to prevent penetrations of dust or moisture.
- E. Installation
1. Preparation: Consult with Architect, review site conditions and factors which affect construction procedures and construction aids, including adjacent properties and public facilities which may be affected by execution of the Work.
  2. General:
    - a. Preparation: Consult with Architect, review site conditions and factors which affect construction procedures and construction aids, including adjacent properties and public facilities which may be affected by execution of the Work.
    - b. Relocate construction aids as required by progress of construction, by storage or Work requirements, and to accommodate legitimate requirements of Owner and other Contractors employed at the site.
- F. Removal
1. Completely remove temporary materials, equipment and services:
    - a. When construction needs can be met by use of permanent construction.
    - b. At completion of the Project.
  2. Clean and repair damage caused by installation or by use of temporary facilities.

- a. Remove foundations and underground installations for construction aids.
- b. Grade the areas of the site affected by temporary installations to required elevations and slopes, and clean this area.
3. Restore existing facilities used for temporary purposes to specified, or to original condition.
4. Restore permanent facilities used for temporary purposes to specified condition.

### **2.3 Barriers**

- A. Materials, General: Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.
- B. Silt Fencing: Materials: as required by detail shown on Site Plan.
- C. Installation
  1. General:
    - a. Install facilities of neat and reasonable uniform appearance, structurally adequate for the required purposes.
    - b. Maintain barriers during entire construction period.
    - c. Relocate barriers as required by progress of construction.
  2. Silt Fences:
    - a. Prior to the start of Work at the Project Site, install as located on Site Plan.
- D. Removal
  1. Completely remove barricades; silt fence, when construction has progressed to the point that they are no longer needed, and when approved by Architect.
  2. Clean and repair damages caused by installation, fill and grade the areas of the Site to required elevations and slopes, and clean the area.

### **2.4 Security**

- A. Responsibility: During the course of construction, up until the time the Owner accepts the Work as completed, the General Contractor only assumes care and custody of the Work and will be responsible for the Work.
- B. Maintenance of Security
  1. Initiate security program promptly after job mobilization, when enclosure fence and gates are installed.
- C. Personnel
  1. Identification:
  2. Exclude from Site personnel not properly identified.
- D. Entrance Control
  1. Provide control of all persons and vehicles entering and leaving Project Site.
    - a. Allow no visitors except with issuance of temporary identification.
  2. Owner will control deliveries and vehicles related to his/her own operations.
- E. Safety Barrier: The Contractor is responsible to secure the site.

- F. Due to the security level of the building, all entrances have to remain accessible to the public and Safety Building employees during construction. It will be the responsibility of the G.C. to provide temporary enclosures to allow public or staff accessibility to all entrances affected. Temporary enclosures at the tower and canopy construction areas are to be full protection, meaning side walls and overhead protection. G.C. will also be responsible for temporary signage as needed for temporary enclosure way finding. Regarding work on the interior, the will also be responsible for coordinating with the Village and Town of Weston access times for the work areas as needed with Village approval of scheduled work times.

## **2.5 Temporary Controls**

- A. Dust Control: All Contractors will provide positive methods and apply dust control materials to minimize raising dust from construction operations and provide positive means to prevent air-borne dust from dispersing into the atmosphere.
- B. Water Control
  - 1. The General Contractor will provide methods to control surface water to prevent damage to the Project, the Site, or adjoining properties. See silt fence location and construction on Site Plan.
    - a. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.
  - 2. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface and water.
  - 3. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the Site or to adjoining areas as required by applicable codes and ordinances.
- C. Debris Control
  - 1. Maintain all areas under Contractor's control free of extraneous debris.
  - 2. Initiate and maintain a specific program to prevent accumulation of debris at construction Site, storage and parking areas, or along access roads and haul routes;
    - a. Provide containers for deposit of debris as specified in Section 01 77 16, Cleaning.
    - b. Prohibit overloading of trucks to prevent spillages on access and haul routes.
      - (1) Provide periodic inspection of traffic areas to enforce requirements.
  - 4. Schedule periodic collection and disposal of debris as specified in Section 0 77 16, Cleaning;
    - a. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.
- D. Pollution Control
  - 1. All Contractors will provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by discharge of noxious substances from construction operations.
  - 2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
    - a. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
  - 3. Take special measure to prevent harmful substances from entering public waters;

- a. Prevent disposal of wastes, effluents, chemicals or other such substances adjacent to streams, or in sanitary or storm sewers.
- 4. Provide systems for control of atmospheric pollutants.
  - a. Prevent toxic concentration of chemicals.
  - b. Prevent harmful dispersal of pollutants into the atmosphere.
- E. Erosion Control: Per Local and State requirements – see section 31 20 00
- F. Soil Control: After the soil is excavated, General Contractor will isolate any excavated areas that tend to become tacky due to vehicular traffic.

## **2.6 Access Roads and Parking Areas**

- A. Site Access Roads
  - 1. The General Contractor will provide site access for all construction equipment vehicles.
  - 2. Construct new temporary access roads over designated easements from public thoroughfare to entire construction site area.
- B. On-Site Roads and Parking Areas (See site plan for construction parking and staying)
  - 1. Locate roads, drives, walks and parking facilities to provide uninterrupted access to construction offices, mobilization, work, storage areas, and other areas required for execution of the Contract.
  - 2. Provide access for emergency vehicles.
    - a. Maintain driveways a minimum of fifteen (15) feet wide between and around combustible materials in storage and mobilization areas.
  - 3. Maintain traffic areas free as possible of excavated materials, construction equipment, products, snow, ice and debris.
  - 4. Keep fire hydrants and water control valves free from obstruction and accessible for use.
- C. Base and Topping Materials
  - 1. For temporary construction which will be removed when no longer needed for construction purposes: To Contractor's option.
  - 2. For earthwork and topping which will become a permanent part of the work: respective sections of Specifications.
- D. Preparation
  - 1. Clear areas required for access roads and parking areas.
  - 2. Fill, compact and grade areas as necessary to provide suitable support for vehicular traffic anticipated loadings. Provide for heaviest vehicle that will use site e.g. concrete trucks, mobile cranes, precast concrete trucks, etc.
  - 3. Provide for surface drainage of facilities and surrounding areas;
    - a. Provide and operate temporary pumps.
- E. Construction
  - 1. Construction methods for temporary facilities to be removed when no longer needed: To Contractor's option to provide the required results.

## Village of Weston – Public Safety Building – Exterior Upgrades Project

2. For work which will become a part of permanent work, comply with respective sections of Specification for preparation and construction.
3. Any gravel topping used for temporary roadway shall be at least six (6) inches below finished elevation of permanent drives. Topping shall be at least one (1) foot below finished landscape areas or removed to that point below finished grading.

### F. Maintenance

1. Maintain roads, walks and parking areas in sound, clean condition.
  - a. Repair or replace any portions damaged during progress of construction work.

### G. Removal

1. Completely remove temporary materials and construction when construction needs can be met by use of permanent installation;
  - a. Remove and dispose of compacted materials to depths required by various conditions to be met in completed Work.
2. See Section 31 20 00, Access for all contractors.

## **2.7 Traffic Regulations**

### A. Traffic Signals and Signs

1. The General Contractor will provide and operate traffic control and directional signals required to direct and maintain an orderly flow of traffic in all areas under Contractor's control, or affected by Contractor's operations.
2. Provide traffic control and directional signs, mounted on barricades or standard posts:
  - a. At each change of direction of a roadway and at each crossroads.
  - b. At detours.
  - c. At parking areas.

### B. Haul Routes

1. Consult with governing authorities to establish public thoroughfares which will be used as haul routes and site access.
2. Confine construction traffic to designated haul routes.
3. Keep haul routes free of mud and debris to meet local ordinances.

## **2.8 Project Identification and Signs**

### A. Project Identification Sign

1. The General Contractor will provide one (1) 4' X 8' FT identification sign as approved by Owner prior to installation.

### B. Quality Assurance

1. Sign Painter: Professional experience in the type of work required.
2. Finishes, Painting: Adequate to resist weathering and fading for the scheduled construction period.

- C. Allow no other signs or advertising of any type on the Project Site except as specifically approved by the Architect.

D. Sign Materials

1. Structure and Framing: May be new or used, wood or metal, in sound condition structurally adequate to the Work and suitable for specified finish.
2. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints;
  - a. Thickness: As required by standards to span across framing members, to provide even, smooth surface without waves or buckles.
3. Rough Hardware: Galvanized.
4. Paint: Exterior quality, as specified in Section 09 90 00.
  - a. Use bulletin colors for graphics.
  - b. Colors for structure, framing, sign surfaces and graphics: As selected by Architect.

E. Execution

1. Project Identification Sign:
  - a. Paint all exposed surfaces of supports, framing and surface material; one coat of primer and one coat of exterior paint.
  - b. Paint graphics in the styles, sizes and colors as selected.
2. Information Signs:
  - a. Paint all exposed surfaces: one coat of primer and one coat of exterior paint.
  - b. Paint graphics in the styles, sizes and colors as selected.
  - c. Install at a height for optimum visibility, on ground-mounted poles or attached to temporary structural surfaces.

F. Maintenance

1. Maintain signs and supports in a neat, clean condition: repair damages to structure, framing or sign.
2. Relocate informational signs as required by progress of the Work.

G. Removal: Remove signs, framing, supports and foundations at the completion of Project.

**2.9 Field Office and Sheds**

- A. Coordination: Prior to installation of offices and sheds, consult with Architect on location, access and related facilities.
- B. Requirements for Facilities
  1. Construction:
    - a. Structurally sound, weathertight, with floors raised above ground.
    - b. Temperature transmission resistance: Compatible with occupancy and storage requirements.
    - c. At Contractor's option, portable or mobile buildings may be used.
      - (1) Mobile homes, when used, shall be modified for office use.
      - (2) Do not use mobile homes for living quarters.
- C. Materials, Equipment, Furnishings: May be new or used, but must be serviceable, adequate for the required purpose, and must not violate applicable codes or regulations.

- D. Preparation: Fill and grade sites for temporary structures to provide surface drainage.
- E. Installation
  - 1. Construct temporary field offices and storage sheds on proper foundations, provide connections for utility services.
    - a. Secure portable or mobile buildings when used.
    - b. Provide steps and landings at entrance doors.
  - 2. Mount thermometer at convenient outside location, not in direct sunlight.
- F. Maintenance and Cleaning: Provide periodic maintenance and cleaning for temporary structures, furnishings, equipment and services.
- G. Removal
  - 1. Remove temporary field offices, contents and services at time they are no longer needed.
  - 2. Remove storage sheds when they are no longer needed.
  - 3. Remove foundations and debris; grade the site to required elevations and clean the areas.

**2.10 Owner Occupancy:** As portions of the building are completed, the space should be made so the Owner can set up its equipment, if so requested. In those areas occupied, the General Contractor will take the necessary precautions to protect Owner’s equipment against damage and dust.

**PART 3 EXECUTION**

**3.1 Removal:** Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work; remove all such temporary facilities and controls as rapidly as progress of the Work will permit or as directed by the Architect.

\* \* \* \* \*

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## SECTION 01 60 00 MATERIALS AND EQUIPMENT

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern Work under this Section.

<b>INDEX</b>	1.1 Description	2.3 Storage and Protection
	1.2 Submittals	2.4 Substitution and Product Options
	2.1 Materials and Equipment	3.1 Storage of Materials
	2.2 Transportation and Handling	3.2 Protection

### PART 1 GENERAL

#### 1.1 Description

- A. Work Included: The Work under this Section will ensure the proper handling and protection of materials and establish methods for product approval and shall include but is not limited to:
1. Transportation and handling
  2. Storage and protection
  3. Installation requirements
  4. Identifying markings
  5. Product approval standards
  6. Substitutions and product options
- B. Related Work Specified Elsewhere
- |                                         |                        |
|-----------------------------------------|------------------------|
| 1. Substitutions during bidding         | Instruction to Bidders |
| 2. Coordination                         | Section 01 30 00       |
| 3. Schedule of Values                   | Section 01 30 00       |
| 4. Shop Drawings, Project Data, Samples | Section 01 30 00       |
| 5. Quality Control                      | Section 01 45 00       |
- C. Definitions
1. "Or Equal" Clause: Whenever the Contract Documents designate any article, material or equipment by describing a propriety product or by using the name of a Manufacturer or vendor, the term "or equal" shall apply. The article, material or equipment so named shall be understood to define a type, function, minimum standard of design, efficiency and quality desired, and is not intended to eliminate competition. The Contractor may, by complying with the requirements of Article E of the Instruction to Bidders, use authorized substitutions in the Bid. Determination of "or equal" products is the responsibility of the Architect. The burden is on the Manufacturer, who has not been specified by name, to convince the Architect that the product is equal.

#### 1.2 Submittals

- A. Product Approval
1. Within fifteen (15) days after date of Contract, submit to Architect five (5) copies of complete list of all products which are proposed for installation.
  2. Tabulate list by each Specification Section.
  3. For products specified under reference standards, include with listing of each product.

- a. Name and address of Manufacturer
  - b. Trade name.
  - c. Model or catalog designation.
  - d. Manufacturer's data.
    - (1) Performance and test data.
    - (2) Reference standards.
- B. Substitutions
1. Architect will consider substitutions quoted with Base bid, and requests submitted with Bid.
  2. Within 15 days after date of Contract, Architect will consider formal requests from Contractor for substitution of products in place of those specified.

## **PART 2 PRODUCTS**

### **2.1 Materials and Equipment**

- A. General
1. Materials and equipment incorporated into the Work
    - a. Conform to applicable Specifications and Standards.
    - b. Comply with size, make, type and quality specified, or as specifically approved in writing by the Architect.
    - c. Manufactured and Fabricated Products:
      - (1) Design, fabricate and assemble in accord with the best engineering and shop practices.
      - (2) Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
      - (3) Two or more items of the same kind shall be identical, by the same Manufacturer.
      - (4) Products shall be suitable for service conditions.
      - (5) Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
    - d. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
- B. Manufacturer's Instructions
1. When Contract Documents require that installation of Work shall comply with Manufacturer's printed instructions, obtain and distribute copies of such instructions, obtain and distribute copies of such instructions to parties involved in the installation and until completion;
    - a. Maintain one set of complete instructions at the Project site during installation and until completion.
  2. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements;
    - a. Should Project conditions or specified requirements conflict with Manufacturer's instructions, consult with Architect for further instructions.
  3. Perform work in accord with Manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

- C. Identifying Markings: Nameplates and markings required by codes or regulations or as required for proper operation of equipment shall be affixed for ready access but shall not be placed on exposed surfaces unless required otherwise.

## **2.2 Transportation and Handling**

### **A. Delivery**

1. Arrange deliveries of products in accord with construction schedules and in ample time to facilitate inspection prior to installation.
2. Coordinate deliveries to avoid conflict with Work and conditions at site:
  - a. Work of other Contractors or Owner.
  - b. Limitations of storage space.
  - c. Availability of equipment and personnel for handling products.
  - d. Owner's use of premises.
3. Deliver products in undamaged condition in original containers or packaging with identifying labels intact and legible.
4. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
5. Immediately on delivery, inspect shipment to ensure:
  - a. Product complies with requirements of Contract Documents and reviewed submittals.
  - b. Quantities are correct.
  - c. Containers and packages are intact, labels are legible.
  - d. Products are properly protected and undamaged.

### **B. Product Handling**

1. Provide equipment and personnel necessary to handle products, including those provided by Owner by methods to prevent soiling or damage to products or packaging.
2. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
3. Handle products by methods to prevent bending or overstressing.
4. Lift heavy components only at designated lifting points.

## **2.3 Storage and Protection**

### **A. Storage**

1. Store products immediately on delivery, and protect until installed in the Work;
  - a. Store in accord with Manufacturer's instructions, with seals and labels intact and legible.
2. Store products subject to damage by elements in substantial weathertight enclosures.
3. Exterior Storage:
  - a. Provide substantial platforms, blocking or skids to support fabricated products above ground, prevent soiling or staining;
    - (1) Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
  - b. Store loose granular materials on solid surfaces such as paved areas, or provide plywood or sheet materials to prevent mixing with foreign matter.
    - (1) Provide surface drainage to prevent flow or ponding of rain water.
    - (2) Prevent mixing of refuse or chemically injurious materials with liquids.

4. Arrange storage in manner to provide easy access for inspection.
- B. Maintenance of Storage
1. Maintain periodic system of inspection of stored products on scheduled basis to ensure that:
    - a. State of storage facilities is adequate to provide required conditions.
    - b. Required environmental conditions are maintained on continuing basis.
    - c. Surfaces of products exposed to elements are not adversely affected;
      - (1) Any weathering of products, coating and finishes is acceptable under requirements of Contract Documents.
  2. Mechanical and electrical equipment which requires servicing during long term storage shall have complete Manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.
    - a. Comply with Manufacturer's instructions on scheduled basis.
    - b. Space heaters which are part of electrical equipment shall be connected and operated continuously until equipment is placed in service.
- C. Protection After Installation
1. Provide protection of installed products to prevent damage form subsequent operations. Remove when no longer needed, prior to completion of Work.
  2. Control traffic to prevent damage to equipment and surfaces.
  3. Provide coverings to protect finished surfaces from damage.
    - a. Cover projections, wall corners and jambs, sills and soffits of openings in areas used for traffic and for passage of products in subsequent work.
    - b. Protect finished doors and stairs from dirt and damage:
      - (1) In areas subject to foot traffic, secure heavy paper, sheet goods or other materials in place.
      - (2) For movement of heavy products, lay planking or similar materials in place.
      - (3) For storage of products, lay tight wood sheathing in place.
      - (4) Cover walls and floor of elevator cars, and surfaces of elevator car doors used by construction personnel.
  4. Waterproofed and roofing surfaces:
    - a. Prohibit use of surfaces for traffic of any kind, and for storage of any products.
    - b. When some activity must take place in order to carry out the Contract, obtain recommendations of installer for protection of surface.
      - (1) Install recommended protection, remove on completion of that activity.
      - (2) Restrict use of adjacent unprotected areas.
  5. Lawns and Landscaping: Prohibit traffic of any kind across planted lawn and landscaped areas.

## **2.4 Substitution and Product Options**

- A. Product Approval Standard
1. Definitions:
    - a. The term "**product**" shall include material, equipment, assembly methods, Manufacturer, brand, trade name, or other description.

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- b. References to “approved equal” or similar terms mean that approval of the Architect is required.
2. Contractor’s Options:
    - a. For products specified only by reference standards, select any product meeting standards, by any Manufacturer.
      - (1) Proof of Compliance: Whenever the Contract Documents require that a product be in accord with Federal Specifications, ASTM designation, ANSI Specifications or other association standards, the Contractor shall present an affidavit from the Manufacturer certifying that the product complies therewith. Where requested or specified, submit supporting test data to substantiate compliance.
    - b. For products specified by naming several products or Manufacturers, select any product and Manufacturer named.
    - c. For products specified by naming one or more products but indicating the option of selecting equivalent products by stating “or equal” after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.
    - d. For products specified by naming only one product and Manufacturer, there is no option, and no substitution will be allowed.
- B. Availability of Specified Items: Verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the Work. In the event specified item or items will not be available, notify the Architect prior to receipt of Bids. Costs or delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back charged as necessary and shall not be borne by the Owner.
- C. Substitutions
1. For a period of 30 days after Contract Date, Architect will consider written requests from Contractor for substitutions of Products.
  2. Submit five copies of request for substitution. Include in request:
    - a. Complete data substantiating compliance of proposed substitution with Contract Documents.
    - b. For products:
      - (1) Product identification, including Manufacturer’s name and address.
      - (2) Manufacturer’s literature:
        - (a) Product description.
        - (b) Performance and test data.
        - (c) Reference standards.
      - (3) Samples
      - (4) Name and address of similar projects on which product was used, and date of installation.
    - c. For construction methods:
      - (1) Detailed description of proposed method.
      - (2) Drawings illustrating methods.
    - d. Itemized comparison of proposed substitution with product or method specified.
    - e. Data relating to changes in construction schedule.
    - f. Relation to separate contracts.
    - g. Accurate cost data on proposed substitution in comparison with product or method specified.

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2. In making request for substitution, Contractor represents:
  - a. They have personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
  - b. They will provide the same warranty for substitution as for product or method specified.
  - c. They will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be complete in all respects.
  - d. They waive all claims for additional costs related to substitution which consequently becomes apparent.
  - e. Cost data is complete and includes all related costs under the Contract, but excludes:
    - (1) Costs under separate Contracts.
    - (2) Architects or Engineer's redesign.
3. Substitutions will not be considered if:
  - a. The substitutions will result in any increased cost for the Owner over the cost of the item as it was originally specified.
  - b. They are indicated or implied on Shop Drawings or project data submittals without a formal request submitted to the Architect.
  - c. Acceptance will require substantial revision of Contract Documents.

## **PART 3 EXECUTION**

### **3.1 Storage of Materials**

#### **A. General**

1. All Contractors shall confine their equipment, apparatus, storage of materials and operations to limits indicated and shall not bring materials onto the site until needed for the progress of the Work.
2. Storage of materials within the building shall at no time exceed the design carrying capacity of the structural system.
3. The General Contractor shall slot space to other Contractors and subcontractors for storage of their materials, erection of their sheds.
4. The Owner assumes no responsibility for materials stored in building or on the Site. The Contractors assumes full responsibility for damage due to the storing of material.

### **3.2 Protection**

#### **A. General**

1. Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated.
2. Notify Owners of corporate or private property if their property interferes with the Work so the arrangements for proper protection can be made.
3. Provide and maintain proper shoring and bracing to prevent earth from caving or washing into the building excavation. Provide temporary protection around openings through floors and roofs, including elevator openings, stairwells and edge of slabs.

#### **B. Finish Construction**

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1. Each Contractor shall assume the responsibility for the protection of all finished construction under this Contract and shall repair and restore any and all damage of finished Work to its original state.
2. Where responsibility can be fixed, the cost shall be charged to the party responsible. If responsibility cannot be fixed, the cost shall be pro-rated among all Contractors in proportion to their activities at the building at the time the damage was done.
3. No wheeling of any loads over finished floors, either with or without plank protection will be permitted in anything except rubber tired wheelbarrows, buggies, trucks or dollies. This applies to all finished floors and to all concrete floors exposed as well as those covered with composition tile or other applied surfacing, and shall apply to all Contractors and subcontractors.
4. Where structural concrete is also the finished surface, care must be taken to avoid marking or damaging those surfaces.

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## SECTION 01 70 00 CONTRACT CLOSEOUT

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern Work under this Section.

<b>INDEX</b>	1.1 Description	3.6 Punch Lists
	1.2 Quality Assurance	3.7 Substantial Completion
	1.3 Submittals	3.8 Final Inspection
	2.1 Project Close Out	3.9 Reinspection Fees
	3.1 Damage Repair	3.10 Contractor's Closeout Submittals to Architect
	3.2 Tests and Adjustments	3.11 Final Adjustment for Accounts
	3.3 Project Record Documents	3.12 Final Application for Payment
	3.4 Operating and Maintenance Data	
	3.5 Warranties and Bonds	

### PART 1 GENERAL

#### 1.1 Description

- A. Work Included: Such work as will be necessary to turn the Project over to the Owner in a clean and usable condition. The Work shall include but is not limited to:
1. Damage repair
  2. Test and adjustments
  3. Punch lists
  4. Warranties
  5. Final waiver of lien
  6. Operation and maintenance instructions
  7. Project record documents
- B. Related Work Specified Elsewhere
- |                                                                                                                                                     |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1. Summary of Work                                                                                                                                  | Section 01 10 00 |
| 2. Coordination                                                                                                                                     | Section 01 30 00 |
| 3. Shop Drawings, Product Data and Samples                                                                                                          | Section 01 30 00 |
| 4. Operation and Maintenance Data                                                                                                                   | Section 01 30 00 |
| 5. Cleaning                                                                                                                                         | Section 01 77 16 |
| 6. Closeout Submittals Required of Trades:<br>The respective Sections of Specification                                                              |                  |
| 7. Various Sections of these Specifications describe procedures, for individual items, to make finished Construction ready for acceptance by Owner. |                  |
- C. Work by Owner:

#### 1.2 Quality Assurance

- A. The Contractor will promptly make any necessary corrections to the Work as directed by the Architect so as to expedite final payments.
- B. Preparation of operating and maintenance data shall be done by personnel:
1. Trained and experienced in maintenance and operation of the described products.
  2. Completely familiar with requirements of this Section.
  3. Skilled as a technical writer to the extent required to communicate essential data.

4. Skilled as a draftsman competent to prepare required Drawings.

**1.3 Submittals:** The Contractors will submit all warranties, manuals, Drawings, waivers and test reports as required by the various Sections of this Specification to the Owner at the close of the Project.

## **PART 2 PRODUCTS**

**2.1 Project Closeout:** The Contractors will provide the manpower to promptly close out the Project so that Owner may occupy the building on the date of completion.

## **PART 3 EXECUTION**

**3.1 Damage Repair:** The Contractors will make final resolution of the repairing of damaged Work.

**3.2 Tests and Adjustments:** Each Contractor will perform all tests and make all final adjustments under the actual working condition of each piece of equipment. Comply with Manufacturer's recommendations and turn over a complete and workable installation to the Owner.

### **3.3 Project Record Documents**

#### **A. Maintenance of Documents**

1. Maintain at jobsite, one copy of:
  - a. Contract Drawings.
  - b. Specifications
  - c. Addenda
  - d. Reviewed Shop Drawings
  - e. Change Orders
  - f. Other modifications to Contract
  - g. Field test records.
2. Store documents in field office, apart from documents used for construction.
3. Maintain documents in a clean, dry and legible condition.
4. Do not use record documents for construction purposes.
5. Make documents available at all times for inspection by the Architect and Owner.

#### **B. Recording**

1. Label each document "PROJECT RECORD".
2. Keep record documents current.
3. Do not permanently conceal any Work until required information has been recorded.
4. Contract Drawings: Legibly mark to record actual construction.
  - a. Depths of various elements of foundation in relation to Floor Level.
  - b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
  - c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
  - d. Field changes of dimension and detail.
  - e. Changes made by Change Order or Field order.
  - f. Details not on original Contract Drawings.
5. Specifications and Addenda: Legibly mark up each Section to record:

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- a. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
- b. Changes made by Change Order or Field Order.
- c. Other matters not originally specified.
6. Shop Drawings: Maintain as Record Documents; legibly annotate following Drawings to record changes made after review.

### C. Submittals

1. At completion of Project, deliver Record Documents to Architect.
2. Accompany submittal with transmittal letter, in duplicate, containing:
  - a. Data.
  - b. Project title and number.
  - c. Contractor's name and address.
  - d. Title and number of each record document.
  - e. Certification that each document is submitted is complete and accurate.
  - f. Signature of Contractor, or his authorized representative.

## **3.4 Operating and Maintenance Data**

### A. General

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
  - a. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent Sections of Specifications.
2. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.
3. This portion of these Specifications will be strictly enforced. Final Payment will not be made until all data has been submitted to the Architect. Any money or time spent by the Architect to obtain information from manufacturer shall be deducted from Contractor's final payments.

### B. Form of Submittal

1. Prepare data in the form of an instructional manual for use by Owner's personnel.
2. Format:
  - a. Size: 8-1/2 inch by 11 inch.
  - b. Text: Manufacturer's printed data, or neatly typewritten.
  - c. Drawings:
    - (1) Provide reinforced punched binder tab, bind in with text.
    - (2) Fold larger Drawings to the size of the text pages.
  - d. Provide fly-leaf for each separate product, or each piece of operating equipment.
    - (1) Provide typed description of product and major component parts of equipment.
    - (2) Provide indexed tabs.
  - e. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
    - (1) Title of Project
    - (2) Identity of general subject matter covered in the Manual.
  - f. In addition to paper copies of O&M data, provide 3 electronic copies with all information in .pdf format. Each division with the .pdf file shall be bookmarked if multiple sections are included in one file.

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- g. Submittal: All Owner's Manual information submitted at one time with all information included.
- 3. Binders: Commercial quality three-ring binders with durable and cleanable plastic covers.
- C. Content of Manual
  - 1. Neatly typewritten table of contents for each volume, arranged in a systematic order.
    - a. Contractor, name of responsible principal, address and telephone number.
    - b. A list of each product required to be included, indexed to the content of the volume.
    - c. List, with each product, the name, address and telephone number of:
      - (1) Subcontractor or installer.
      - (2) Maintenance contractor, as appropriate.
      - (3) Identify the area of responsibility of each.
      - (4) Local source of supply for parts and replacement.
    - d. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
  - 2. Product Data:
    - a. Include only those sheets which are pertinent to the specific product.
    - b. Annotate each sheet to:
      - (1) Clearly identify the specific product or part installed.
      - (2) Clearly identify the data applicable to the installation.
      - (3) Delete references to inapplicable information.
  - 3. Drawings:
    - a. Supplement product data with Drawings as necessary to clearly illustrate:
      - (1) Relations of component parts of equipment and systems.
      - (2) Control and flow diagrams.
    - b. Coordinate Drawings with information in Project Record Documents to assure correct illustration of completed installation.
    - c. Do not use Project Record Documents as maintenance Drawings.
  - 4. Written text, as required, to supplement product data for the particular installation:
    - a. Organize in a consistent format under separate headings for different procedures.
    - b. Provide a logical sequence of instructions for each procedure.
  - 5. Copy of each warranty, bond and service contract issued;
    - a. Provide information sheet for Owner's personnel, give:
      - (1) Proper procedures in the event of failure.
      - (2) Instances which might affect the validity of warranties or bonds.
- D. Manual for Materials and Finishes
  - 1. Submit two copies of complete manual in final form.
  - 2. Content, for architectural products, applied materials and finishes.
    - a. Manufacturer's data, giving full information on products.
      - (1) Catalog number, size, composition.
      - (2) Color and texture designations.
      - (3) Information required for re-ordering special-manufactured products.
    - b. Instructions for care and maintenance.
      - (1) Manufacturer's recommendation for types of cleaning agents and methods.
      - (2) Cautions against cleaning agents and methods which are detrimental to the product.

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- (3) Recommended schedule for cleaning and maintenance.
  3. Content, for moisture-protection and weather-exposed products:
    - a. Manufacturer's data, giving full information on products.
      - (1) Applicable standards.
      - (2) Chemical composition.
      - (3) Details of installation.
    - b. Instructions for inspection, maintenance and repair.
  4. Additional requirements for maintenance data: The respective Sections of Specifications.
- E. Manual for Equipment and Systems
  1. Submit three copies of complete manual in final form.
  2. Content, for each unit of equipment and system, as appropriate:
    - a. Description of unit and component parts.
      - (1) Function, normal operating characteristics, and limiting conditions.
      - (2) Performance curves, engineering data and tests.
      - (3) Complete nomenclature and commercial number of all replaceable parts.
    - b. Operating procedures:
      - (1) Start-up, break in, routine and normal instructions.
      - (2) Regulation, control, stopping, shut-down and emergency instructions.
      - (3) Summer and winter operating instructions.
    - c. Maintenance procedures:
      - (1) Routine operations.
      - (2) Guide to "trouble-shooting".
      - (3) Disassembly, repair and reassembly.
    - d. Servicing and lubrication schedule.
      - (1) List of lubricants required.
    - e. Manufacturer's printed operating and maintenance instructions.
    - f. Description of sequence of operation by control Manufacturer.
    - g. Original Manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
      - (1) Predicted life of parts subject to wear.
      - (2) Items recommended to be stocked as spare parts.
    - h. As-installed control diagrams by controls Manufacturer.
    - i. Each Contractor's coordination Drawings;
      - (1) As-installed color-coded piping diagrams.
    - j. Charts of valve tag numbers, with the location and function of each valve.
    - k. List of original Manufacturer's spare parts, Manufacturer's current prices, and recommended quantities to be maintained in storage.
    - l. Other data as required under pertinent Sections of Specifications.
  3. Content, for each electric and electronic system, as appropriate:
    - a. Description of systems and component parts.
      - (1) Function, normal operating characteristics, and limiting conditions.
      - (2) Performance curves, engineering data and tests.
      - (3) Complete nomenclature and commercial number of replaceable parts.
    - b. Circuit directories of panelboards.
      - (1) Electrical service.
      - (2) Controls.
      - (3) Communications.
    - c. As-installed color-coded wiring diagrams.
    - d. Operating procedures:

- (1) Routine and normal operating instructions.
  - (2) Sequences required.
  - (3) Special operating instructions.
  - e. Maintenance procedures:
    - (1) Routine operations.
    - (2) Guide to “trouble-shooting”.
    - (3) Disassembly, repair and reassembly.
    - (4) Adjustment and checking.
  - f. Manufacturer’s printed operating and maintenance instructions.
  - g. List of original Manufacturer’s spare parts, Manufacturer’s current prices, and recommended quantities to be maintained in storage.
  - h. Other data as required under pertinent Sections of Specifications.
  4. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner’s personnel.
  5. Additional requirements for operating and maintenance data:  
The respective Section of Specifications.
  6. Provide complete information for products specified in:
- F. Submittal Schedule: Submit specified number of copies or approved data in final form ten (10) days after final inspection or acceptance.
- G. Instruction of Owner’s Personnel
1. Prior to final inspection or acceptance, fully instruct Owner’s designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems.
  2. Operating and maintenance manual shall constitute the basis of instruction;
    - a. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

### **3.5 Warranties and Bonds**

- A. General
1. Compile specified warranties and bonds.
  2. Compile specified service and maintenance contracts.
  3. Co-execute submittals when so specified.
  4. Review submittals to verify compliance with Contract Documents.
  5. Submit to Architect for review and transmittal to Owner.
- B. Submittal Requirements
1. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.
  2. Number of original signed copies required: Two each.
  3. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
    - a. Product or work item.
    - b. Firm, with name of principal, address and telephone number.
    - c. Scope.
    - d. Date of beginning of warranty, bond or service and maintenance contract.
    - e. Duration or warranty, bond or service maintenance contract.
    - f. Provide information for Owner’s personnel:
      - (1) Proper procedure in case of failure.

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- (2) Instance which might affect the validity of warranty or bond.
  - g. Contractor, name of responsible principal, address and telephone number.
- C. Form of Submittals
  - 1. Prepare in duplicate packets.
  - 2. Format:
    - a. Size 8-1/2 inches by 11 inches, punch sheets for 3-ring binder;
      - (1) Fold larger sheets to fit into binders.
    - b. Cover: Identify each packet with typed or printed title “WARRANTIES AND BONDS”. List:
      - (1) Title of Project.
      - (2) Name of Contractor.
    - c. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.
    - d. CD/Flash drive three (3) of all documents.
- D. Time of Submittals
  - 1. For equipment or component parts of equipment put into service during progress of construction:
    - a. Submit documents within ten (10) days after inspection and acceptance.
  - 2. Otherwise, make submittals within ten (10) days after Date of Substantial Completion prior to final request for payment.
  - 3. For items of Work, where acceptance is delayed materially beyond the Date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing the date of acceptance as the start of the warranty period.
- E. Submittals Required: Submit warranties, bonds, and service and maintenance contracts as specified in the respective Sections of Specifications.

### **3.6 Punch Lists**

- A. Prior to substantial completion, the Architect will inspect the project and publish all items of the Work found unacceptable in the form of a Punch List. The Work described should be done immediately and the Punch List returned to the Architect with each item initialed and dated. The Contractors should not use the Punch List as a final inspection service because of their own lack of quality control.
- B. Contractor will, within seven (7) days of issuance of Punch List by Architect, provide, in writing, to the Architect a Schedule of Completion for the Punch List items.

### **3.7 Substantial Completion**

- A. When Contractor considers the Work is substantially complete, they shall submit to Architect:
  - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
  - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, Architect will make an inspection to determine the status of completion.
- C. Should Architect determine that the Work is not substantially complete:
  - 1. Architect will promptly notify the Contractor, in writing, giving the reasons therefore.

2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Architect.
3. Architect will reinspect the Work.

### **3.8 Final Inspection**

- A. When Contractor considers the Work is complete, he shall submit written certification that:
  1. Contract Documents have been reviewed.
  2. Work has been inspected for compliance with Contract Documents.
  3. Work has been completed in accord with Contract Documents.
  4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
  5. Work is completed and ready for final inspection.
- B. Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should Architect consider that the Work is incomplete or defective:
  1. Architect will promptly notify the Contractor in writing, listing the incomplete or defective work.
  2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Architect that the Work is complete.
  3. Architect will reinspect the Work.
- D. When the Architect finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

### **3.9 Reinspection Fees**

- A. Should Architect perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
  1. Owner will compensate Architect for such additional services.
  2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

### **3.10 Contractor's Closeout Submittals to Architect:** Documents required prior to Final Payment: Prior to final payment, and before the issuance of final certificate for payment the following items must be filed with the Architect:

- A. Evidence of compliance with requirements of governing authorities:
  1. Certificates of Inspection
    - a. Elevators
    - b. Mechanical
    - c. Electrical
- B. Project Record Documents: to requirements of Section 01 70 00.
- C. Operating and Maintenance Data, Instructions to Owner's Personnel: to requirements of Section 01 70 00.

- D. Warranties and Bonds: to requirements of Section 01 70 00.
- E. Keys and Keying Schedule: to requirements of Section 08 71 00, Finish Hardware.
- F. Spare Parts and Maintenance Materials.
- G. Final Waiver of Lien: To indicate that all debts and claims against this Project have been paid in full or otherwise satisfied, and to give final evidence of release of all liens against the Project and its Owner, the Contractors shall submit a certification to that effect.
- H. Provide the Architect with a written statement that the Owner’s maintenance personnel have received operation and maintenance manuals and have received complete instructions on the operation of all equipment under every possible condition.
- I. Certificate of Insurance for Products and Completed Operations.

**3.11 Final Adjustment of Accounts**

- A. Submit a final statement of accounting to the Architect.
- B. Statement shall reflect all adjustments to the Contract Sum:
  - 1. The original Contract Sum.
  - 2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Unit Prices.
    - c. Deductions for uncorrected work.
    - d. Deductions for reinspection payments.
    - e. Other adjustments.
  - 2. Total Contract Sum, as adjusted.
  - 3. Previous payments.
  - 4. Sum remaining due.
- C. Architect will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

**3.12 Final Application for Payment**

- A. Contractor shall submit the final Application for Payment in accord with procedures and requirements stated in the Conditions of the Contract.

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## SECTION 01 77 16 PROGRESS CLEANING AND FINAL CLEANING

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern Work under this Section.

<b>INDEX</b>	1.1 Description	2.3 Containers
	1.2 Quality Assurance	3.1 Progress Cleaning
	2.1 Cleaning Materials & Equipment	3.2 Final Cleaning
	2.2 Compatibility	3.3 Cleaning During Owner's Occupancy

### PART 1 GENERAL

#### 1.1 Description

- A. Work Included
  - 1. Throughout the construction period, maintain the building, the site and adjacent private and public property in a standard of cleanliness as described in this Section.
  - 2. It shall be the duty of each Prime Contractor to keep the premises free of accumulations of surplus materials and rubbish caused by his operations and the operations of this subcontractors unless otherwise stated.
  
- B. Related Work Specified Elsewhere
  - 1. General Conditions
    - a. Cleaning up
    - b. Owner's right to clean-up
  - 2. Summary of Work Section 01 10 00
  - 3. Coordination Section 01 30 00
  - 4. Temporary Controls Section 01 50 00
  - 5. Project Closeout Section 01 70 00
  - 6. Cutting and Patching Section 01 73 29
  - 7. In addition to standards described in this Section, comply with all requirements for cleaning up as described in various other Sections of these Specifications.

#### 1.2 Quality Assurance

- A. Inspection: Conduct daily inspections, and more often if necessary, to verify that requirements of cleanliness are being met.
  
- B. Codes and Standards: In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

### PART 2 PRODUCTS

**2.1 Cleaning Materials and Equipment:** Provide all required personnel, equipment and materials needed to maintain the specified standards of cleanliness.

**2.2 Compatibility:** Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Architect.

- 2.3 Containers:** Each Contractor for the General Work will provide metal containers for storage of rubbish which will be used by all persons working for that contractor.

### **PART 3 EXECUTION**

#### **3.1 Progress Cleaning**

##### **A. General**

1. Retain all stored items in an orderly arrangement allowing maximum, not impeding drainage or traffic, and providing the required protection of materials.
2. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this work.
3. At least twice each month, and more often if necessary, completely remove all scrap, debris and waste material from the job site and legally dispose of at public or private dumping areas off Owner's propriety.
4. The General Contractor will assign adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.
5. No burning of rubbish or debris will be allowed at site. No rubbish shall be thrown through openings or from heights without proper protection.
6. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
7. The General Contractor will vacuum-clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as needed basis until building is ready for substantial completion or occupancy.
8. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
9. The General Contractor shall perform a broom cleaning of all appropriate surfaces, each Friday afternoon.

##### **B. Safety Requirements**

1. Hazards Control
  - a. Store volatile wastes in covered metal containers, and remove from premises daily.
  - b. Prevent accumulation of wastes which create hazardous conditions.
  - c. Provide adequate ventilation during use of volatile or noxious substances.
  - d. Keep work areas, passageways, ramps, stairs, free of debris and scrap.
  - e. Form and scrap lumber shall have nails withdrawn or bent over and lumber shall be stacked or removed.
  - f. Remove spills of oil, grease or other liquids immediately or sprinkle with sand.
2. Conduct cleaning and disposal operation to comply with local ordinances and anti-pollution laws.
  - a. Do not bury rubbish and waste materials on project site.
  - b. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
  - c. Do not dispose of wastes into streams or waterways.

##### **C. Site**

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.

2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site, restack, tidy or otherwise service all arrangements to meet the requirements of paragraph 3.1-A-1 above.
3. Maintain the site in a neat and orderly conditions at all times to the approval of the Architect.

D. Structures

1. Weekly, and more often if necessary, each prime contractor will inspect the structures and pick up all their scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Weekly, and more often if necessary, the General Contractor will sweep all interior spaces clean. “Clean”, for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by reasonable diligence using a hand-held broom.
3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.
4. Following the installation of finished floor materials, the General Contractor will clean the finished floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials have been installed. “Clean”, for the purpose of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Architect, may be injurious to the finish floor material.
5. Daily cleanup, within all Owner occupied areas in which work has occurred, will be the responsibility of the Contractor doing the work.

E. Graffiti: As directed by the Architect, the General Contractor will promptly remove all evidence of graffiti within the limits of the site.

F. Disputes Over Responsibility for Cleaning: If, during the course of construction, disputes should arise over which parties are responsible for cleaning all or a portion of the work, the Architect will require each prime contractor, working at the site, to supply one employee for a clean-up crew, which will be under the direction of the General Contractor.

### **3.2 Final Cleaning**

- A. Definition: Except as otherwise specifically provided, “Clean” (for the purpose of this Article) shall be interpreted as meaning the level of cleanliness generally provided by commercial quality building maintenance equipment and materials. Employ experienced workers, or professional cleaners, as approved by the Owner, for final cleaning.
- B. General: Prior to completion of the Work, all Contractors will remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in Article 3.1 above.
- C. Site: Unless otherwise specifically directed by the Architect, the General Contractor will hose down all paved areas on the site and all public sidewalks directly adjacent to the site.

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Completely remove all resultant debris. Rake clean other surfaces of grounds. Remove snow and ice from access to building.

### D. Structures

1. Exterior: The General Contractor will visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the Architect may require light sandblasting or other cleaning, by the responsible Contractor, at no additional cost to the Owner.
2. Interior: The General Contractor will visually inspect all interior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint droppings, spots, stains and dirt from finished surfaces. Use only the specified cleaning materials equipment. Stubborn stains will be removed by the responsible Contractor at the direction of the Architect.
3. Window Washing: General Contractor shall wash all glass immediately prior to occupancy of this project. Work shall include the removal of labels, paint splattering, putty or compound, etc. Surfaces shall include both sides of all glass in windows, borrowed lights, partitions, doors. Include mirrors.
4. Polished surfaces: To all surfaces requiring the routine application of buffed polish, apply the specified polish as recommended by the manufacturer of the material being polished.
5. Carpet: The General Contractor will vacuum all carpeted areas.
6. Mechanical Systems (HVAC Contractor)
  - a. Clean ducts, blowers and coils, if air conditioning units were operated without filters during construction.
  - b. Replace air conditioning filters if units were operated during construction.
7. Electrical Fixtures (Electrical Contractor)
  - a. Lenses and louvers should be free of dirt and dust.

### E. Timing

1. Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean project.
2. The General Contractor will notify all prime contactors of the dates for the final cleaning of the building. After those dates, but prior to issuance of the prefinal inspection Punch List, any soiling of cleaned areas will be cleaned by the responsible Contractor or cleaned by the General Contractor and charged to the responsible Contractor.
3. After issuance of the prefinal inspection Punch List, recleaning will be done by the responsible Contractor or cleaned by the General Contractor or Owner and charged to the responsible Contractor.
4. Maintain cleaning until Project, or portion thereof, is occupied by Owner.

**3.3 Cleaning During Owner's Occupancy:** Should the Owner occupy the work, or any portion thereof, prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be determined by the Architect in accord with the General Conditions of Contract.

## SECTION 04 01 00 MASONRY RESTORATION AND CLEANING

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division I govern work under this Section.

<b>INDEX</b>	1.1	Description	2.1	Materials
	1.2	Quality Assurance	3.1	Surface Conditions
	1.3	Submittals	3.2	Preparation
	1.4	Product Delivery, Storage & Handling	3.3	Installation - Application
	1.5	Job Conditions	3.4	Field Quality Control
	1.6	Pre-Installation Conference	3.5	Adjustments and Cleaning
	1.7	Warranty		

### PART 1 GENERAL

#### 1.1 Description

- A. Work Included
  - 1. Replacement and or repair of exterior masonry.
  - 2. Repointing mortar joints.
  - 3. Repair damaged masonry.
  - 4. Repair and caulking of expansion and control joints at all dissimilar materials.
  
- B. Related Work
  - 1. Special protection to surrounding properties
  - 2. Pre-Bid meeting
  - 3. Summary of Work
  - 4. Job Meetings
  - 5. Shop Drawings
  - 6. Testing of Mortar and Block
  - 7. Final Cleaning
  - 8. Joint Sealers
  
- C. Description of System
  - 1. The distinguishing original qualities or character of the structure, site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural feature shall be avoided when possible.
  - 2. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new materials shall match the materials being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of features by historic, physical or pictorial evidence.
  
- D. Definitions
  - 1. Defective Mortar Joint: Any existing mortar joint that is loose, crumbled, cracked, badly weathered deeper than 1/3 inch behind masonry surface or unbonded to adjacent masonry units shall be deemed defective. Include previously repointed joints.
  - 2. Defective Caulking: Any existing sealant with cohesive or adhesive failure or where bond has been lost between the sealant and the side of the joint. Also include caulking that has fallen out, experienced a moisture reversion or exhibits minimal

elasticity. Badly discolored caulking that can not be cleaned will be replaced. Slight surface crazing or discoloration will not be considered defective.

## **1.2 Quality Assurance**

### **A. Qualifications of Restorer**

1. Company with five years documented experience in masonry restoration.
2. All work shall be performed by skilled mechanics who are considered specialists in the type of work specified.

### **B. Design Criteria**

1. Area of work includes all exposed exterior block from metal panel flashing to grade or adjoining materials on all exposed sides of the building within the perimeter of the building.
2. At the completion of the work, the Owner will have a watertight, weathertight, structurally sound building with exposed masonry surfaces cleaned and repaired as required by this Specification ready for painting.
3. Contractor shall work around existing gutters, downspouts, conduits, electrical boxes, etc. without removing them unless required to achieve the required scope of work. If required to be removed the price for removal and replacing should be part of the bid.

### **C. Requirements of Regulatory Agencies:**

1. The Contractors will comply with all provisions of rules and regulations of State, Local and Insurance agencies covering the work to be done
2. The Contractors will obtain and post all required governmental permits.

### **D. Reference Standards**

1. American Society for Testing and Materials (ASTM)
  - a. C91, Masonry Cement.
2. International Masonry Industry All-Weather Council (IMIAC)
  - a. Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.

### **E. Obtain materials for masonry restoration from a single source for each type of material required to ensure match of quality, color, pattern and texture.**

## **1.3 Submittals:** Within 35 days after award of Contract, and before any of the materials of this Section are delivered to the job site, submit complete to the Architect in accord with the provisions of Section 01300 of these Specifications; the following:

### **A. Samples**

1. Submit two samples of colored mortar illustrating color variations anticipated.
2. Submit two samples of masonry replacement units.
3. Submit two samples of caulking with color chart of caulking materials

### **B. Restoration Operations**

1. Submit a complete written description of the materials and procedures to be used to carry out the work of this section before any materials are ordered. Include details of methods to be used to protect surrounding private and public property.
2. The Owner reserves the right to reject the use of tools or methods which do not

- produce the quality of work expected or cause damage.
3. If alternative methods and materials to those indicated are proposed for any phase of the restoration work, provide a written description, including evidence of successful use on other, comparable projects and a program of testing to demonstrate effectiveness for use on this project.
- C. Manufacturer's Recommendations: Submit Manufacturer's instructions for storage, handling and application of all materials.
- D. Material List: Accompanying the Shop Drawings, submit two copies of a complete list of all materials and equipment proposed to be furnished and installed under this portion of the Work, giving Manufacturer's name, catalog number and catalog cut for each item where applicable.
- E. Product Data: Provide product data on cleaning compounds and solutions.
- F. Mix Designs: Submit written copies of proposed mortar mix designs and in what area they will be use.

#### **1.4 Product Delivery, Storage and Handling**

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Delivery of Materials:
1. Deliver replacement masonry neatly stacked and tied on pallets. Store clear of ground and cover with waterproof covering.
- C. Storage of Materials:
1. Protect grout and mortar materials from deterioration, moisture and temperature. Store in a dry location or in waterproof containers.
  2. The storage of all chemicals shall be such as to prevent tampering, acts of vandalism or possible injury to workmen and the public. The chemicals shall be stored in sealed containers and kept under lock and key.
- D. Handling Materials and Equipment: Vessels containing chemicals shall not be carried or hoisted unless they are tightly sealed to prevent spillage.
- E. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner. Immediately remove all damaged materials from the site.

#### **1.5 Job Conditions**

- A. Existing Conditions
1. The existing conditions, at the time of bidding, are expected to remain as such until work has begun on each section of the building.
  2. No consideration will be given to any claimed increase in the scope of the work

- required unless immediately brought to the attention of the Owner and substantiated by the Contractor with pictures and other documentation which prove that deterioration of the building has worsened, through no fault of the Contractor, between receipt of and the work on each section of the building has begun.
- B. Environmental Requirements
1. Do not lay masonry, stonework, repoint, caulk, wash down or wet surfaces when temperature may drop below 40 degrees F. within twenty four hours.
  2. Cold Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.
  3. Do no cleaning involving the use of water or liquid agents when temperatures are below freezing.
  4. Do not sandblast or use process creating dust, dirt, liquid spray when wind is over 10 miles per hour.
  5. Do no priming or caulking of joints with surfaces in less than a surface dry condition and temperatures under 40 degrees F
- C. Protection
1. Contractor is required to protect from damage all other areas of the building and grounds and adjacent properties. Erect barriers well outside the limits of wind-drifting liquids, including water.
  2. Take all measures to prevent damage to existing surroundings. Plywood sheets will be required as working or material storage surfaces.
  3. Prevent grout or mortar used in repointing and repair work from staining face of surrounding masonry and other surfaces. Remove immediately grout and mortar in contact with exposed masonry and other surfaces.
  4. Protect sills, ledges and projections from mortar droppings.
  5. Workmen using chemicals shall be required to wear protective clothing and gear as required with the governing federal, state or local codes
  6. Protect plantings and lawn areas from permanent damage. Provide necessary coverings and wrappings
- D. Sequencing, Scheduling
1. Perform repointing and masonry repair before cleaning
  2. Sequence of work will not interrupt the Owner's operations and is subject to the Owner's approval.
  3. The use of equipment which produces excessive dust or is unusually loud or is otherwise objectionable to the Owner shall be discontinued at the Owner's request.

## **1.6 Pre-installation Conference**

- A. Convene a pre-installation conference one week prior to commencing work of this Section.
- B. Require attendance of parties directly affecting work of this Section.
- C. Review conditions of installation, installation procedures, and coordination with related work.

**1.7 Warranty:** The Contractor will warranty that proper materials were used and no further damage has been done to the structure by the restoration methods used. This warranty will cover all labor and materials to replace and repair any existing building surfaces found to be damaged by the restoration and will be in affect for two years.

## **PART 2 PRODUCTS**

### **2.1 Materials**

#### **A. Mortar Materials**

1. Mortar strength shall not exceed that of the existing mortar. Type N Lime-Cement Mortar (1:1:5) using white Portland cement. White Portland cement to be non-staining type complying with staining requirements of ASTM C91 for not more than 0.03% water soluble alkali.

#### **B. Masonry Materials**

1. Block:
  - a. Whenever possible, the Contractor will make every effort to reuse sound undamaged existing block. Remove old mortar and stains and make each block unit like new and ready for reuse.
  - b. Block used for replacement purposes shall match existing block in grade, color and texture as closely as possible.
  - c. If matching block can no longer be located, the Contractor will be responsible to treat the closest matching block, which is available, and submit samples to the Owner for approval.
2. Masonry Anchors: Type and size indicated or, if not indicated match existing in size and type. Fabricate anchors and dowels from AISI Type 302/304 stainless steel.

## **PART 3 EXECUTION**

### **3.1 Surface Conditions**

#### **A. Inspection**

1. Prior to all Work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that all restoration may be performed in accord with all pertinent codes and regulations, the original design and the reference standards.
3. Do not proceed with installation until conditions are satisfactory.
4. Beginning of installation means acceptance of existing surfaces and conditions.
5. Ensure that all areas to be cleaned by water washing, are watertight and all damaged areas have been repaired, and masonry and joints, including mortar and caulking are sound. Seal all door and window openings with polyethylene sheets taped all around

#### **B. Discrepancies**

1. In the event of discrepancy, immediately notify the Architect.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

### **3.2 Preparation**

#### **A. Field Measurements**

1. Remove sound existing masonry units to be measured or used for creating a mold for manufacturing replacement units.

2. Take samples of stone, brick and mortar to be used to obtain matching materials.

B. Preparation of Surfaces

1. Protect elements and surfaces surrounding the work of this Section from damage or disfiguration.
2. Carefully remove and store fixtures, fittings, finishing hardware, accessories, etc.
3. Close off, seal, mask, and board up areas, materials and surfaces not receiving work of this Section to protect from damage.
4. Construct dustproof and weatherproof partitions to close off occupied areas from work of this Section.
5. Protect roof membrane and flashings from damage. Lay 5/8 inch plywood on roof surfaces over full extent of work area and traffic route.
6. Provide dams to divert flowing water to exterior drains. Water containing pollutants will not be dumped into the public sewer system but will be reclaimed and removed from the site or treated before bedding placed in any public sewer.

**3.3 Installation - Application**

A. Restoration Cleaning

1. Cut out damaged, spalled, cracked, broken and deteriorated brick, and any stone that can not be fixed in place, with care in a manner to prevent damage to any adjacent remaining materials.
2. Needle, shore, or support structure as necessary in advance of cutting out units.
3. Cut away loose or unsound adjoining masonry to provide firm and solid bearing for new work. Remove mortar, loose particles and other debris from salvaged stone to be reused.
4. Build in new or reclaimed masonry units following industry standard procedures. Where possible use salvaged stone and brick.
5. Mortar Mix: Colored to match existing work.
6. Ensure that anchors and ties are correctly located and built-in.
7. Build-in masonry work to match and align with existing, with joints and coursing true and level, faces plumb and in line. Build-in all openings, accessories and fittings.

B. Repointing

1. Cut out loose or disintegrated mortar in joints to a depth where sound masonry is found but no less than 2.5 times the joint width and no less than the depth required to expose sound, un-weathered mortar. All joints to be square cut for the full depth of the cut. Furrow shaped joints will not be acceptable.
2. Utilize hand tools. Power tools will be allowed only after test cuts determine no damage to masonry units will result.
3. Do not damage masonry units.
4. When cutting is complete, remove dust and loose material by brushing or with air jets.
5. Pre-moisten joint to be damp without standing water and apply mortar as specified. Pack tightly in maximum 1/4 inch layers. Start at deepest cuts and work out of the joint in level layers. Layers to be thumbprint hard before next layer is applied or before tooling. Leave a smooth, compact concave or flush joint to match existing. Tooling should leave joint edges slightly recessed behind the face of the masonry units.
6. Moist cure for 72 hours
7. Mortar to be used within 30 minutes after mixing. No re-tempering allowed.
8. Cleaning required at all new work areas.

C. Expansion - Control Joints

1. Required new joints to be saw cut
2. Remove all loose, cracked, deteriorated or missing sealants in control, expansion and compression joints and replace with the specified sealants.

D. Caulking

1. Remove all existing loose, cracked, deteriorated or missing sealants at windows, vents, door frames, copings, electrical outlets, faucets, etc.
2. Remove all foreign matter and properly prepare the surface to receive the new sealant per Manufacturer's recommendations.
3. Install new caulking per Manufacturer's recommendations. Provide bond breaker and backing material as required. Tool caulking to match existing. If required, texture surface of caulk joint with sand to prevent glaring.
4. All joints to be hidden or concealed, by other construction, shall be made available for inspection prior to their enclosing.
5. Check that all old shelf angles and lintels are free of caulk to allow water trapped behind supported masonry to weep.

E. Aging

1. Aging methods to be thoroughly tested and approved before beginning work.
2. Rub-in or dust new masonry work to match, as close as possible, adjacent to original work.
3. Use carbon black in small amounts, rubbing in well with burlap rags or a medium bristle brush.
4. After each application, dust off surplus and wash down with low pressure hose.
5. Allow surface to dry before proceeding with succeeding applications.
6. Continue process until acceptance.

F. Protection

1. Protect work from direct sunlight for eight hours after repointing.
2. Allow mortar to set 72 hours prior to any cleaning operations.

**3.4 Field Quality Control**

- A. Testing: At completion of the work, the exterior Wythe of masonry shall be flooded, with a garden hose, for 24 hours to verify watertightness of the restoration. This testing will be done by the Owner.

**3.5 Adjustments and Cleaning**

A. Cleaning at reworked areas

1. As work proceeds and on completion, remove excess mortar, droppings, smears, stains, efflorescence or other unsightly excess resulting from the work of this Section.
2. Clean surrounding surfaces. Remove all debris and equipment from work site.
3. Use of metal scrapers or brushes, acid or alkali cleaning agents will not be permitted.

- B. Damage Repair: Contractor will repair or make arrangement for repair of all damage caused by their operations both inside and outside the building.

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## SECTION 07 92 13 SEALANTS AND CAULKING

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern work under this Section.

<b>INDEX</b>	1.1 Description	2.1 Caulking Materials
	1.2 Quality Assurance	2.2 Caulking Equipment
	1.3 Submittals	2.3 Acceptable Manufacturers
	1.4 Product Delivery, Storage and Handling	3.1 Surface Conditions
	1.5 Warranty	3.2 Preparation
		3.3 Installation
		3.4 Caulking Schedule

### PART 1 GENERAL

#### 1.1 Description

- A. Work Included
1. The purpose of caulking in this work is to provide a positive barrier against penetration of air and moisture at joints between items where caulking is essential to continued integrity of the barrier.
  2. Such caulking will normally be performed under the work of various Sections of these Specifications but shall be performed in strict accord with the provisions of this Section.
  3. Exterior of Building: Joints and cracks around windows, aluminum entrances, door frames, columns, louvers, wall penetrations, connections and other joints necessary to seal off building from outside air and moisture.
  4. Interior of Building:
    - a. Inside jambs and heads of exterior door frames.
    - b. Interior hollow metal door frames. Both sides of interior hollow metal frames at exposed masonry or precast concrete.
    - c. Inside perimeter of windows.
    - d. All masonry Control Joints
    - e. Mezzanine floors adjacent to perimeter walls.
- B. Related Work Specified Elsewhere: Individual requirements for caulking are described in various other Sections of these Specifications.
- |                                     |                  |
|-------------------------------------|------------------|
| 1. Masonry Restoration and Cleaning | Section 04 01 00 |
| 2. Flashing and Sheet Metal         | Section 07 60 00 |
| 3. Painting                         | Section 09 91 00 |

#### 1.2 Quality Assurance

- A. Qualifications of Applicators: Installation of caulking shall be performed only by workers thoroughly skilled and specially trained in the techniques of caulking, and who are completely familiar with the published recommendations of the manufacturer of the caulking materials being used. Minimum two years experience and approved by manufacturer.
- B. Rejection of Installed Caulking: Indication of lack of skill on the part of caulking installers shall be sufficient ground for the Architect to reject installed caulking and to require its immediate removal and complete recaulking at no additional cost to the Owner. This item

will be strictly enforced and no excuses accepted.

- C. Manufacturer's Representative: Arrange for manufacturer's technical representative to be on project site to advise installer of proper procedures and precautions for the use of materials and to check installation.
- D. Reference Standards
  - 1. American Society for Testing and Materials (ASTM):
    - a. C 790, Recommended Practices for Use of Latex Sealing Compounds.
    - b. C 804, Recommended Practice for Use of Solvent-Release Type Sealants.
    - c. C 920, Elastomeric joint sealants.
    - d. D 1056, Flexible Cellular Materials - Sponge or Expanded Rubber.
    - e. D 1565, Flexible Cellular Materials - Vinyl Chloride Polymers and Co-polymers (Open Cell Foam).

**1.3 Submittals:** Within 35 days after award of Contract, and before any of the materials of this Section are delivered to the job site, submit complete to the Architect in accord with the provisions of these Specifications; the following:

- A. Product Data: Copies of product manufacturer's specification, recommendations and installation instructions for sealant, backing and associated materials.

#### **1.4 Product Delivery, Storage and Handling**

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Delivery of Materials: Deliver materials in original, tightly sealed containers or unopened packages with Manufacturer's name, labels, product identification and lot numbers where appropriate.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

#### **1.5 Warranty**

- A. Provide Manufacturer's standard year 10 material warranty. Replace sealants which fail because of loss of cohesion or adhesion, or do not cure.
- B. Guarantee workmanship against leakage for two years.

### **PART 2 PRODUCTS**

**2.1 Caulking Materials:** All caulking materials shall be a single or double component, non-sagging type.

- A. Sealants
  - 1. Silicone base, solvent curing conforming to requirements of C 920, Type S; Grade NS; Class 25; Use NT; Shore 'A' hardness of minimum 15 and maximum 50; non-staining; non-bleeding; color as selected.

2. Polyurethane base, multi-component, chemical curing; self leveling type for application in horizontal joints and non-sagging type for application in vertical joints; capable of being continuously immersed in water, withstand movement of up to 25 percent of joint width and satisfactorily applied throughout a temperature range of 40 to 80 degrees F.; uniform, homogeneous, and free from lumps, skins and coarse particles when mixed; Shore 'A' hardness of minimum 15 and maximum 50; non-staining; non-bleeding; color as selected.

**B. Accessories**

1. Primer: Non-staining type, as recommended by sealant Manufacturer to suit application.
2. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant Manufacturer; compatible with joint forming materials.
3. Joint Filler: as recommended by sealant manufacturer to suit application.
4. Bond Breaker: Pressure sensitive tape recommended by sealant Manufacturer to suit application.
5. Masking Tape: Pressure sensitive adhesive paper tape.

**2.2 Caulking Equipment:** All caulking equipment shall be only such equipment as is specifically recommended by the manufacturer of the caulking material being installed.

**2.3 Acceptable Manufacturers**

- A. Dow Chemical
- B. General Electric
- C. Tremco

**PART 3 EXECUTION**

**3.1 Surface Conditions**

- A. Inspection
  1. Prior to all Work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
  2. Verify that caulking may be installed in accord with the manufacturer's recommendations.
  3. Examine joints to be sealed for construction defects which would adversely affect execution of work.
  4. Ensure that masonry and concrete have cured 28 days minimum.
- B. Discrepancies
  1. In the event of discrepancy, immediately notify the Architect.
  2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

**3.2 Preparation**

- A. Cleaning: Clean joint surfaces, using joint cleaner as necessary to be free of dust, dirt,

## Village of Weston – Public Safety Building – Exterior Upgrades Project

oil, grease, rust, lacquers, laitance, release agents, moisture, or other matter which might adversely affect adhesion of sealant.

- B. Do not apply caulking to painted surfaces. Remove old paint and caulking material before applying new caulking.
- C. Masking: Mask area adjacent to joints.
- D. Very porous surfaces require priming.
- E. Before caulking, clean and prime surfaces to receive caulking per manufacturer's recommendations.
- F. Verify that joint shaping materials and release tapes are compatible with sealant.
- G. Examine joint dimensions and size materials to achieve required width/depth ratios.
- H. Use joint filler to achieve required joint depths, to allow sealants to perform properly.
- I. Use bond breaker where required.

### **3.3 Installation**

- A. Application of Backing
  - 1. Verify the compatibility of filler material with caulking before installation.
  - 2. Polyurethane for open joints shall be at least 1-1/2 times width of open joint and of thickness to give solid backing.
  - 3. Backing shall fill up joint do depth of joint is approximately 1/2 of its width for joints from 1/2" to 1".
  - 4. Install backing material in joints using blunt instrument to avoid puncturing. Do not twist rod while installing. Install backing so that joint depth is 50% of joint width, but a minimum of 1/4" deep.
- B. Mixing: (Two Part)
  - 1. Mix in exact proportions recommended by Manufacturer.
  - 2. Do not thin.
  - 3. Secure a perfect blend by thorough slow mixing.
  - 4. Mix five minutes mechanically (one gallon units) or ten minutes by hand.
  - 5. Do not mix in direct sunlight.
- C. Application of Caulking
  - 1. General:
    - a. Do not caulk under weather conditions or sun conditions potentially harmful to the set and curing of the caulking material.
    - b. Perform work in accord with ASTM C 804 for solvent release.
  - 2. Installation
    - a. Install caulking in strict accord with the manufacturer's recommendations, taking care to produce beads of proper width and depth, to tool as recommended by the manufacturer, and to immediately remove all surface caulking.
    - b. Apply with hand caulking gun. Use gun nozzles of proper size to fit joints.
    - c. A minimum adhering surface should be as lease 1/2". For joints from 1/2" to 1"

wide, depth of sealant shall be 1/2 the width. For joints over 1", maintain depth of sealant to 1/2". (For unusual requirements, consult supplier.)

- d. Seal joint when it is normal; not in a contracted or expanded condition.
  - e. Use masking tape to protect surrounding surfaces. Remove tape immediately after drawing bead with inner edge drawn away first to eliminate feather edging.
  - f. Tool with putty knife of suitable size within 10 minutes after gunning. Tool may be moistened with solvent to avoid sticking. Tool joints as indicated.
  - g. Do not apply caulking at temperatures under 50 degrees F.
  - h. Caulk entire perimeter of all openings unless otherwise indicated.
  - i. Joints: Free of air pockets, foreign embedded matter, ridges and sags.
- D. Cleaning: Remove excess materials adjacent to joints by mechanical means or with xylol (xylene) or mineral spirits as work progresses to eliminate evidence of spillage or damage to adjacent surfaces. Note: When using flammable solvents, avoid heat, sparks and open flames. Always provide adequate ventilation and follow all precautions listed on solvent container label. Leave finished work in neat, clean condition with no evidence of spillovers onto adjacent surfaces.

### **3.4 Caulking Schedule**

- A. Carefully study the Drawings and furnish and install the proper caulking of each point where existing joints are failing, plus all other points where caulking is essential in maintaining the continued integrity of the watertight barrier. In general, caulk all joints of masonry that have been restored by 04 01 00.

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**SECTION 09 91 00 PAINTING – Bid #2**

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern work under this Section.

<b>INDEX</b>	1.1 Description	2.3 Mixing and Tinting
	1.2 Quality Assurance	3.1 Surface Conditions
	1.3 Submittals	3.2 Preparation of Surfaces
	1.4 Product Delivery, Storage and Handling	3.3 Paint Application
	1.5 Job Conditions	3.4 Reinstallation of Removed Items
	1.6 Warranty	3.5 Cleaning Items
	2.1 Materials	3.6 Painting Schedules
	2.2 Acceptable Manufacturers	

**PART 1 GENERAL**

**1.1 Description**

A. Work Included

1. The Painting Contractor shall furnish all material, labor and equipment required to complete all painting and finishing as shown on the Drawings, Plans and Specifications.
2. The Painting Contractor shall examine the Specifications for the various other trades and shall thoroughly become familiar with all provisions regarding painting. All surfaces that are left unfinished by the requirements of other Specifications shall be painted or finished as a part of this Work.
3. In general, paint all wood, metal surfaces, doors, frames, masonry; omit aluminum and prefinished surfaces.
4. Following Specifications cover complete painting and other surfaces throughout the exterior of building, unless otherwise noted.
5. The types of paint to be used and the number of coats to be applied are listed in the Painting Schedule in Part 3.6 of this Section of these Specifications.
6. Furnish tools, ladders, scaffolding, other equipment necessary for work completion.

B. Related Work Specified Elsewhere

1. Prefinishing: Shop priming and factory prefinishing are required on some, but not all of the items described in other Sections of these Specifications.
2. Structural Steel, Miscellaneous Metals and Metal Doors and Frames; one shop coat and touching up in field.
3. Masonry Restoration and Cleaning Section 04 01 00
4. Sealants and Caulking Section 07 92 13
5. Painting of Exterior Vents/Louvers Per plans

C. Definitions

1. The term "Paint", as used herein, includes enamels, paints, sealers, fillers, emulsions, and other coatings, whether used as prime, intermediate or finish coats.
2. "Coats" described later are based on roller, brush or spray application. Above does not refer to processes that require spraying only for their application or where specifically specified to be sprayed.
3. Conform to ASTM D16 for interpretation of terms used in this Section.

## **1.2 Quality Assurance**

- A. Qualifications of Painters
  - 1. Maintain a crew of painters throughout the duration of the work who shall be qualified to fully satisfy the requirements of this Specification.
  - 2. Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces. Apprentices may be employed to work under the direction of qualified journeymen, in accord with trade regulations. In the acceptance or rejection of installed painting, no allowance will be made for lack of skill on the part of painters.
- B. Requirements of Regulatory Agencies
  - 1. Occupational Safety and Health and pollution Regulations: Conform to the Federal and State requirements for painting work applicable to this Project.
  - 2. Permits: Obtain and pay for any special permits required by local governmental agencies.
- C. Reference Standards
  - 1. American Society for Testing and Materials (ASTM):
    - a. D 16, Definitions of Terms Relating to Painting, Varnish, Lacquer and Related Products.
  - 2. In addition to complying with all pertinent codes and regulations, comply with "Standard (Type 1)" as defined by the Painting and Decorating Contractors of America in their "Modern Guide to Paint Specifications", current Edition.

## **1.3 Submittals:** Within 35 days after award of Contract, and before any of the materials of this Section are delivered to the job site, submit complete to the Owner in accordance with these Specifications; the following:

- A. Samples: Accompanying the materials list, submit to the Owner two copies of the full range of colors, textures and finishes available in each of the proposed products.
- B. Manufacturer's Recommendations: In each case where material proposed is not the material specified or specifically described as an acceptable alternate in this Section of these Specifications, submit for the Owner's review the current Manufacturer of the proposed material.
- C. Material List
  - 1. A complete list of all materials proposed to be furnished and installed under this portion of the Work.
  - 2. This shall in no way be construed as permitting substitution of materials for those specified or approved for this Work by the Owner.
- D. Color Charts: Include color charts for selection by Owner based on color scheme noted on exterior elevations.
- E. Extra Stock: Upon completion of this portion of the Work, deliver to the Owner an extra stock of paint equaling 2 gallons of each color used in each coating material used, with all such extra stock tightly sealed in clearly labeled containers. Extra stock to be from batch mix furnished for Work.

#### **1.4 Product Delivery, Storage and Handling**

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Delivery of Materials: Deliver all paint materials to the job site in their original unopened containers with all labels intact and legible at time of use.
- C. Storage of Materials
  - 1. Store only the approved materials at the job site, and store only in suitable and designated area restricted to the storage of paint materials and related equipment.
  - 2. Use all means necessary to ensure the safe storage and use of paint materials and the prompt and safe disposal of waste.
  - 3. Store paint materials at minimum ambient temperature of 45 degrees F. and a maximum of 90 degrees F., in well ventilated area, unless required otherwise by Manufacturer's instructions.
- D. Handling Materials and Equipment
  - 1. Take precautionary measures to prevent fire hazards and spontaneous combustion.
  - 2. All soiled or used rags, waste and trash must be removed from the building each night and every precaution taken to avoid the danger of fire.
  - 3. Toxic Materials:
    - a. Where toxic materials, including both toxic and explosive solvents are used, take appropriate precautions as a regular procedure, conforming to the Manufacturer's recommendations and to the requirements of the applicable safety regulatory agencies.
    - b. In applying acid etch coating or solutions and toxic materials, provide ventilation and take protective measures to conform to the requirements of regulatory agencies.
- E. Replacements: The painting trade is responsible for making repairs of their own Work when due to defective workmanship or materials. Repair of damaged paint finish caused by other trades will be done by this Contractor but paid for by the contractor causing such damage. See Section 01 70 00.

#### **1.5 Job Conditions**

- A. Environmental Requirements
  - 1. Comply with Manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be applied.
  - 2. Do not apply finish in areas where dust is being generated.
  - 3. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45 degrees F. for 24 hours before, during and for 48 hours after application of finishes, unless required otherwise by Manufacturer's instructions.
  - 4. Do not apply exterior coatings during rain or snow or when relative humidity is above 50 percent, unless required otherwise by Manufacturer's instructions.
  - 5. Minimum Application Temperatures for Latex Paints: 45 degrees F. for interiors; 50

- degrees F. for exteriors; unless required otherwise by Manufacturer's instructions.
6. Provide lighting level of 80 foot candles measured mid-height at substrate surface.
  7. Do not do exterior work on unprotected surfaces if it is raining or moisture from any other source is present or expected before applied materials can dry or attain proper cure.
  8. Allow surfaces wetted by rain or other moisture source to dry and to attain temperatures and conditions specified before proceeding or continuing with coating application.

**B. Protection**

1. Cover or otherwise protect finished work of other trades and surfaces not being painted concurrently or not to be painted.
2. The Painting Contractor shall protect surfaces and objects outside the building, as well as the grounds, lawns, shrubbery and adjacent properties against damage. The Painting Contractor shall be held responsible for damage to adjacent furnishings.
3. Drop Cloths: Provide sufficient drop cloths, shields and protective equipment to prevent spray or drippings from fouling surfaces not being painted including surfaces within the paint storage and preparation areas.
4. Exposed Surfaces: Surfaces that will not be covered by other finishes will be protected against staining or damage by the work of the Painting Contractor. Repair of such damage may include replacement of the slab if so determined by the Architect or Owner.

**1.6 Warranty:** The Contractor will warranty that proper materials were used and no further damage has been done to the existing painted surfaces by the methods used to repaint the facility. This warranty will cover all labor and materials required to repaint and repair any failing surfaces and will be in affect for two years.

**PART 2 PRODUCTS**

**2.1 Materials**

- A. Select primary products of the coating system from products of a single manufacturer.
- B. Secondary products not specified by name and required for the job such as oils, thinners, patching, compounds, putty, shall be "best grade" or "first line" products of a reputable manufacturer.
- C. Compatibility
  1. All paint materials and equipment shall be compatible in use; finish coats shall be compatible with prime coats; prime coats shall be compatible with the surface to be coated; all tools and equipment shall be compatible with the coating to be applied.
  2. Thinners, when used, shall be only those thinners recommended for that purpose by the Manufacturer of the material to be thinned.
  3. All shop primers are required to be approved by finish coat paint manufacturer.
- D. Colors and glosses: All colors shall be as selected by the Owner and will as noted on the exterior elevations.
  1. Colors of paints should match color chips submitted to the Owner.

## **2.2 Acceptable Manufacturers**

- A. Materials selected for coating systems for each type surface shall be the product of a single manufacturer.

## **2.3 Mixing and Tinting**

- A. Deliver paints and enamels ready-mixed to job site.
- B. Accomplish job mixing and job tinting only when acceptable to the Owner.
- C. Fungicidal agent shall be incorporated into the paint by the Manufacturer.

## **PART 3 EXECUTION**

### **3.1 Surface Conditions**

- A. Inspection
  1. Prior to all Work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
  2. Verify that paint finishes may be applied in strict accord with all pertinent codes and regulations and the requirements of these Specifications.
  3. Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution, permanence or quality of work and which cannot be put into an acceptable condition through preparatory work as included in Article 3.2 Preparation.
  4. If metal or any other surface to be finished cannot be put in proper condition for finishing by customary cleaning, filling, sanding, dusting, puttying operation, notify Owner before bidding for clarification.
  5. Do not proceed with installation in areas of discrepancy until such discrepancies have been fully resolved.
  6. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums or as required by paint materials manufacturer: (submit written documentation by paint manufacturer).
    - a. Masonry, Concrete and Concrete Unit Masonry: 12 percent.
  7. Beginning of installation means acceptance of existing surfaces or substrate.

### **3.2 Preparation**

- A. General
  1. Protection: Prior to all surface preparation and painting operation, completely mask, remove or otherwise adequately protect all hardware, accessories, machined surfaces, plates, lighting fixtures and similar items in contact with painted surfaces, but not scheduled to receive paint.
  2. Priming:
    - a. Spot prime all exposed metals which are to be painted with emulsion paints using a primer recommended by the Manufacturer of the coating system.
    - b. Back prime all new masonry restoration areas prior to applying finish coats.
  3. Cleaning:

- a. Before applying paint or other surface treatment, thoroughly clean all surfaces involved.
  - b. Previously Painted Surfaces:
    - (1) Remove all blistered, peeling and scaling paint to bare substrate. Remove heavy chalk by scrubbing with solvent, water and recommended solution by the paint manufacture. Sand or etch any glossy areas and dust clean. Clean and spot prime any failed areas. Rinse clean and let dry. Any existing mildew on the surface must be completely killed and remove before applying paint.
    - (2) Efflorescence should be removed from masonry surfaces. Rusted or abraded areas on painted metal should be thoroughly hand or power tool cleaned and spot primed. For optimum performance in more corrosive areas, entire metal surface should be abrasive blast cleaned. In all cases if the old paint shows poor adhesion, it shall all be removed and the entire surface primed.
    - (3) Where new work joints existing work, prepare existing surfaces extending to the nearest break in the plane.
    - (4) Wash surfaces with detergent and water or other solution as required to remove any accumulated dirt, oil, grease or other foreign matter which would impair bond or bleed through new finishes. After washing, rinse with water and allow to dry thoroughly.
  - c. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
  - d. Note protection and cleaning required by Painting Contractor.
- B. Masonry
1. Fill cracks and irregularities with portland cement grout to provide uniform surface texture. (This work will be completed by 04 01 00)
  2. Fill concrete masonry unit surfaces with block filler. (This work will be completed by 09 91 00)
- E. Ferrous Metal Surfaces
1. Thoroughly clean all surfaces until they are completely free from dirt, oil, rust, scale or grease. When heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts and nuts are similarly cleaned. Spot prime paint after repairs.
  2. Allow to dry thoroughly before application of paint.
  3. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.

### **3.3 Paint Application**

- A. General
1. Workmanship: Very best, spread materials evenly, glow on smoothly without runs, sags, employ skilled mechanics.
  2. Use materials only as specified by Manufacturer's direction label on container.
  3. Where interior or exterior wood and metal are primed in the mill or ship, use material in every case same as the specified for such surfaces; use as per Manufacturer's directions for first or priming coat.
  4. Hollow metal doors; Finish door tops, bottoms, edges, same as balance of doors

after they are fitted.

5. Clean surface before proceeding with first coat application. Use fine sand paper between coats. Finish metal to produce even, smooth finish.
6. Do not apply finishes to surfaces that are not dry.
7. Each coat shall cover preceding coat, so that preceding coat shall not show through. Each coat of paint shall be slightly darker than preceding coat unless otherwise directed. Undercoats shall be tinted similar to finish coats. Color of priming shall be lighter than body coat. Body coat shall be same color but lighter than finish coat.
8. Paint all surfaces, except glass, flat concrete and similar items, not pre-finished and not called out as unfinished.
9. Finish coats shall be smooth, free of brush marks, streaks, laps or pile up of paints, and skipped or missed areas.
  - a. Finished metal surfaces shall be free of skips, voids or pinholes in any coat when tested with a low voltage detector. Test required on first application.
10. Make edges of paint adjoining other materials or colors clean and sharp with no overlapping.
11. Apply primer on all work before painting.
12. Refinish whole wall where portion of finish has been damaged or is not acceptable.
13. Finish metal doors and frames to be Manufacturer's standard primed (not finish coated); finish coats by Painting Contractor.
14. No overhead doors or rolling steel doors should be painted.
15. All soffits to be painted

B. Drying

1. Allow sufficient drying time between coats.
2. Modify the period as recommended by the material Manufacturer to suit adverse weather conditions.

C. Environmental Conditions

1. Comply with the Manufacturer's recommendations as to environmental conditions under which the coating system may be applied. No painting allowed when temperatures are below 50 degrees F., above 120 degrees F. or with 90% or above relative humidity.
2. Do not apply paint in areas where dust is being generated.

D. Defects: Sand and dust between coats to remove all defects visible to the unaided eye from a distance of five feet.

E. Dry Mil Thickness

1. General: Apply all coatings to the dry mil thickness indicated in the Painting Schedule below. In general all painted surfaces to have a DFT as listed unless noted otherwise.

F. Recoating

1. Whenever possible, notify Architect between coats.

**3.4 Reinstallation of Removed Items:** Following completion of painting, in each space, promptly reinstall all items removed for painting or wall covering using only workmen skilled in the particular trade.

**3.5 Cleaning Up**

A. General

1. During progress of the Work, do not allow the accumulation of empty containers or other excess items except in areas specifically set aside for the purpose.
2. Prevent accidental spilling of paint materials and in event of such spill, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition, all at no additional cost to the Owner.
3. Collect cotton waste, cloths and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.
4. Touch up and restore finish where damaged.
5. Do not mar surface finish of item being cleaned.
6. Leave storage space clean and in condition required for equivalent spaces in project.

- B. Prior to Final Inspection: Upon completion of this portion of the Work visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.

**3.6 Painting Schedule**

A. Surfaces Not to be Painted.

1. Garage doors
2. Aluminum doors and windows
3. Concrete slab areas

B. Exterior Work (use only exterior quality materials)

1. Concrete Masonry Units (CMU)
  - a. First Coat: 100% acrylic masonry primer  
Min. DFT: 3.1 mils  
Min. Volume Solids: 73%  
Alkali Resistance: Passes TT-P-1511B 4.4.11
  - b. 2nd Coat: 100% Acrylic satin coating
  - c. 3rd Coat: 100% Acrylic satin coating  
Min DFT: 1.3 mils per coat;  
Min. Volume Solids: 32%;  
Sheen: 10-20 units at 60 degrees.

C. Exterior Ferrous Metals:

- a. Touch-up: Rust-inhibitive waterborne acrylic primer, free of heavy metals;  
Min. DFT: 2.5 - 5.0 mils  
Min. Volume Solids: 44%
- b. 2nd Coat: Non-blocking, 100% acrylic satin coating
- c. 3rd Coat: Non-blocking, 100% acrylic satin coating; Min. DFT: 1.3 mils per coat;  
Min. Volume Solids: 31%;  
Sheen: 70-90 units at 60 degrees.

D. Finishing Mechanical and Electrical Equipment

1. Paint in finished areas only and on exterior of building, exposed or visible galvanized metal ducts, hangers, sheet metal work, conduit boxes, brackets, collars, supports, exposed covered and uncovered plumbing, heating and other piping and conduit.

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- 2. Remove oil or grease from piping and ductwork and apply one coat of primer compatible with surface being finished and with painting material being used for finished coats.

\* \* \* \* \*

**SECTION 10 14 00 SIGNAGE – Bid Option #03**

**SCOPE** Applicable provisions of the General and Supplementary Conditions and Division 1 govern work under this Section.

<b>INDEX</b>	1.1 Description	2.2 Materials
	1.2 Quality Assurance	2.3 Finishes
	1.3 Submittals	2.4 Mounting Hardware
	1.4 Warranty	2.5 Fabrication
	2.1 Acceptable Manufacturers	3.1 Installation

**PART 1 GENERAL**

**1.1 Description**

- A. Work Included: Furnish letters and hardware necessary to install flat cut letters shown on drawings and herein specified.
- B. Related Work Specified Elsewhere
  - 1. Painting Section 09 91 00
  - 2. Misc. Electrical Work Div. 26

**1.2 Quality Assurance**

- A. Manufacturer to have a minimum of 20 years experience in manufacturing letters.
- B. All letters to be manufactured by one manufacturer.

**1.3 Submittals**

- A. Manufacturer’s illustrated product literature and specifications.
- B. Installation instructions

**1.4 Warranty**

- A. Letters should be guaranteed for the life of the business against defects.

**PART 2 PRODUCTS**

**2.1 Acceptable Manufacturer or Manufacturer’s Representative**

- A. Gemini Incorporated – Or Equal  
103 Mensing Way  
Cannon Falls, MN 55009  
Phone: 800-538-8377 or 507-263-3957 Fax: 800-421-1256 or 507-263-4887  
Email: sales@signletters.com Web: www.signletters.com
- B. Other manufacturers meeting these specifications in accord with the General Conditions.

## **2.2 Illuminated Channel Lettering**

- A. Channel Letters: Signage shall be manufactured by Gemini Inc or Architects approved equal.
  - 1. Product: Front-Lit Lettering
  - 2. Sign Face: 3mm Acrylic Face, pigmented facing – Color as selected by architect from a full color range.
  - 3. Face Attachment: Trim cap per manufacturer design
  - 4. Sign Backing: Aluminum Backing
  - 5. Sign Return: Aluminum Return
  - 6. Illumination: LED Module, pre-wired remote power supplies; refer to div. 26 for electrical requirements.
  - 7. Power: Flex conduit connector.
  - 8. Drainage: Drain Hole – Bottom of all lettering (exterior applications)
    - a. Channel Letters shall meet or exceed the following specifications: UL 48 for electric signs, UL 746c for weatherability and UL94v-0 certification.
- B. Mounting:
  - 1. Channel letters shall be mounted directly to a wall per manufacturer approved mounting method.
  - 2. Channel faces shall be secured with sheet metal screws.
  - 3. Raceway Mounted (Alternate 3a).
- C. LED Illuminated Paneling:
  - 1. 3mm Acrylic Face, pigmented facing – Color as selected by architect from a full color range.
  - 2. Face Attachment: Trim cap per manufacturer design
  - 3. Sign Backing: Aluminum Backing
  - 4. Sign Return: Aluminum Return
  - 5. Channel faces shall be secured with sheet metal screws.
  - 6. Illumination: LED Module, pre-wired remote power supplies; refer to div. 26 for electrical requirements.
  - 7. Power: Flex conduit connector.
  - 8. Drainage: Drain Hole – Bottom of all lettering (exterior applications)
    - a. Channel Letters shall meet or exceed the following specifications: UL 48 for electric signs, UL 746c for weatherability and UL94v-0 certification.
  - 9. Refer to plans for locations.

## **2.5 Fabrication**

- A. Channel Letter Signage #1: SOUTH AREA FIRE EMERGENCY RESPONSE (18”/10” Lettering), Refer to elevations for layout design.
- B. Channel Letter Signage #2: EVEREST METRO POLICE DEPT. (18”/10” Lettering). Refer to elevations for layout design.
- C. Channel Letter Signage #3 / #4: TOWN OF WESTON (10” Lettering), MUNICIPAL COURT (10” Lettering). Refer to elevations for layout design.
- D. Font: All signage font is to be designed as “ARIAL”

## **PART 3 EXECUTION**

**3.1 Installation**

A. A qualified installer shall install precision cut letters per the manufacturer’s instructions.

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## SECTION 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL

### 1.1 GENERAL

- A. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Summary: This Section includes the following:
  - 1. Supporting devices for electrical components.
  - 2. Electrical identification.
  - 3. Electricity-metering components.
  - 4. Concrete equipment bases.
  - 5. Electrical demolition.
  - 6. Cutting and patching for electrical construction.
  - 7. Touchup painting.
- C. Definitions:
  - 1. EMT: Electrical metallic tubing.
  - 2. FMC: Flexible metal conduit.
  - 3. IMC: Intermediate metal conduit.
  - 4. LFMC: Liquid tight flexible metal conduit.
  - 5. RNC: Rigid nonmetallic conduit.
  - 6. RGSC: Rigid, heavy wall, galvanized steel conduct.
- D. Submittals:
  - 1. Product Data: For electricity-metering equipment.
  - 2. Shop Drawings: Dimensioned plans and sections or elevation layouts of electricity-metering equipment.
  - 3. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.
- E. Quality Assurance:
  - 1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  - 2. Comply with NFPA 70.
- F. Coordination:
  - 1. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.
    - a. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.
  - 2. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.
  - 3. Coordinate electrical service connections to components furnished by utility companies.

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- a. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.
  - b. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.
4. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Division 8 Section "Access Doors."
  5. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.
  6. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

### 1.2. PRODUCTS

- A. Supporting Devices:
  1. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.
  2. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel.
  3. Slotted-Steel Channel Supports: Flange edges turned toward web, and 9/16-inch- (14-mm-) diameter slotted holes at a maximum of 2 inches (50 mm) o.c., in webs.
  4. Slotted-Steel Channel Supports: Comply with Division 5 Section "Metal Fabrications" for slotted channel framing.
    - a. Channel Thickness: Selected to suit structural loading.
    - b. Fittings and Accessories: Products of the same manufacturer as channel supports.
  5. Nonmetallic Channel and Angle Systems: Structural-grade, factory-formed, glass-fiber-resin channels, and angles with 9/16-inch- (14-mm-) diameter holes at a maximum of 8 inches (203 mm) o.c., in at least one surface.
    - a. Fittings and Accessories: Products of the same manufacturer as channels and angles.
    - b. Fittings and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
  6. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.
  7. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
  8. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for nonarmored electrical cables in riser conduits. Plugs have number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable-iron casting with hot-dip galvanized finish.
  9. Expansion Anchors: Carbon-steel wedge or sleeve type.
  10. Toggle Bolts: All-steel springhead type.
  11. Powder-Driven Threaded Studs: Heat-treated steel.

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B. Electrical Identification:

1. Identification Devices: A single type of identification product for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, and these Specifications.
2. Raceway and Cable Labels: Comply with ANSI A13.1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway and cable size.
  - a. Type: Pretensioned, wraparound plastic sleeves. Flexible, preprinted, color-coded, acrylic band sized to suit the diameter of the item it identifies.
  - b. Type: Preprinted, flexible, self-adhesive, vinyl. Legend is overlaminated with a clear, weather- and chemical-resistant coating.
  - c. Color: Black letters on orange background.
  - d. Legend: Indicates voltage.
3. Colored Adhesive Marking Tape for Raceways, Wires, and Cables: Self-adhesive vinyl tape, not less than 1 inch wide by 3 mils thick (25 mm wide by 0.08 mm thick).
4. Underground Warning Tape: Permanent, bright-colored, continuous-printed, vinyl tape with the following features:
  - a. Not less than 6 inches wide by 4 mils thick (150 mm wide by 0.102 mm thick).
  - b. Compounded for permanent direct-burial service.
  - c. Embedded continuous metallic strip or core.
  - d. Printed legend that indicates type of underground line.
5. Tape Markers for Wire: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.
6. Color-Coding Cable Ties: Type 6/6 nylon, self-locking type. Colors to suit coding scheme.
7. Engraved-Plastic Labels, Signs, and Instruction Plates: Engraving stock, melamine plastic laminate punched or drilled for mechanical fasteners 1/16-inch (1.6-mm) minimum thickness for signs up to 20 sq. in. (129 sq. cm) and 1/8-inch (3.2-mm) minimum thickness for larger sizes. Engraved legend in black letters on white background.
8. Interior Warning and Caution Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145. Preprinted, aluminum, baked-enamel-finish signs, punched or drilled for mechanical fasteners, with colors, legend, and size appropriate to the application.
9. Exterior Warning and Caution Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm), galvanized-steel backing, with colors, legend, and size appropriate to the application. 1/4-inch (6-mm) grommets in corners for mounting.
10. Fasteners for Nameplates and Signs: Self-tapping, stainless-steel screws, or No. 10/32 stainless-steel machine screws with nuts and flat and lock washers.

C. Equipment for Utility Company's Electricity Metering:

1. not used

D. Equipment for Electricity Metering by Owner: Not used.

E. Concrete Bases:

1. Concrete Forms and Reinforcement Materials: As specified in Division 3 Section "Cast-in-Place Concrete."
  2. Concrete: 3000-psi (20.7-MPa), 28-day compressive strength as specified in Division 3 Section "Cast-in-Place Concrete."
- F. Touch-up Paint:
1. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.
  2. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

### 1.3. EXECUTION

- A. Electrical Equipment Installation:
1. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange, and install components and equipment to provide the maximum possible headroom.
  2. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.
  3. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
  4. Right of Way: Give to raceways and piping systems installed at a required slope.
- B. Electrical Supporting Device Application:
1. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.
  2. Dry Locations: Steel materials.
  3. Support Clamps for PVC Raceways: Click-type clamp system.
  4. Selection of Supports: Comply with manufacturer's written instructions.
  5. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb (90-kg) design load.
- C. Support Installation:
1. Install support devices to fasten and support electrical components securely and permanently.
  2. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.
  3. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.
  4. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.
  5. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.
  6. Install 1/4-inch- (6-mm-) diameter or larger threaded steel hanger rods, unless otherwise indicated.
  7. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch (38-mm) and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.

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8. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.
  9. Simultaneously install vertical conductor supports with conductors.
  10. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches (610 mm) from the box.
  11. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.
  12. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.
  13. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:
    - a. Wood: Fasten with wood screws or screw-type nails.
    - b. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
    - c. New Concrete: Concrete inserts with machine screws and bolts.
    - d. Existing Concrete: Expansion bolts.
    - e. Instead of expansion bolts, threaded studs driven by a powder charge and provided with lock washers may be used in existing concrete.
    - f. Steel: Welded threaded studs or spring-tension clamps on steel.
      - 1) Field Welding: Comply with AWS D1.1.
    - g. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
    - h. Light Steel: Sheet-metal screws.
    - i. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.
- D. Identification Materials and Devices:
1. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.
  2. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.
  3. Self-Adhesive Identification Products: Clean surfaces before applying.
  4. Identify raceways and cables with color banding as follows:
    - a. Bands: Pretensioned, snap-around, colored plastic sleeves or colored adhesive marking tape. Make each color band 2 inches (51 mm) wide, completely encircling conduit, and place adjacent bands of two-color markings in contact, side by side.
    - b. Band Locations: At changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (8-m) maximum intervals in congested areas.

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- c. Colors: As follows:
    - 1) Fire Alarm System: Red
    - 2) Security System: Blue and yellow.
    - 3) Telecommunication System: Green and yellow.
  5. Tag and label circuits designated to be extended in the future. Identify source and circuit numbers in each cabinet, pull and junction box, and outlet box. Color-coding may be used for voltage and phase identification.
  6. Install continuous underground plastic markers during trench backfilling, for exterior underground power, control, signal, and communication lines located directly above power and communication lines. Locate 6 to 8 inches (150 to 200 mm) below finished grade. If width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches (400 mm), overall, use a single line marker.
  7. Color-code 208/120-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
    - a. Phase A: Black
    - b. Phase B: Red
    - c. Phase C: Blue
    - d. Neutral: White
    - e. Ground: Green
  8. Color-code 480/277-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
    - a. Phase A: Yellow
    - b. Phase B: Brown
    - c. Phase C: Orange
    - d. Neutral: Grey
    - e. Ground: Green with white trace.
  9. Install warning, caution, and instruction signs where required to comply with 29 CFR, Chapter XVII, Part 1910.145, and where needed to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.
  10. Install engraved-laminated emergency-operating signs with white letters on red background with minimum 3/8-inch- (9-mm-) high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.
- E. Utility Company Electricity-Metering Equipment: refer to drawings
- F. Firestopping: Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Firestopping materials and installation requirements are specified in Division 7 Section "Firestopping."
- G. Concrete Bases: Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) larger, in both directions, than supported unit. Follow supported equipment manufacturer's anchorage recommendations and setting templates for anchor-bolt and tie locations, unless otherwise indicated. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."

- H. Cutting and Patching:
  - 1. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.
  - 2. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.
  
- I. Field Quality Control: Inspect installed components for damage and faulty work, including the following:
  - 1. Raceways
  - 2. Building wire and connectors.
  - 3. Supporting devices for electrical components.
  - 4. Electrical identification.
  - 5. Electricity-metering components.
  - 6. Concrete bases.
  - 7. Electrical demolition.
  - 8. Cutting and patching for electrical construction.
  - 9. Touchup painting.
  
- J. Refinishing and Touchup Painting: Refinish and touch up paint. Paint materials and application requirements are specified in Division 9 Section "Painting."
  - 1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
  - 2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
  - 3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.
  
- K. Cleaning and Protection:
  - 1. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
  - 2. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

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## **26 05 03: EQUIPMENT WIRING CONNECTIONS**

### **PART 1 GENERAL**

#### **A. SUMMARY**

1. Section includes electrical connections to equipment.
2. Related Sections:
  - a. Section 26 05 33 - Raceway and Boxes for Electrical Systems.

#### **B. REFERENCES**

1. National Electrical Manufacturers Association:
  1. NEMA WD 1 - General Requirements for Wiring Devices.
  2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

#### **C. SUBMITTALS**

1. Section 01 33 00 - Submittal Procedures: Submittal procedures.
2. Product Data: Submit wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
3. Manufacturer's installation instructions.

#### **D. CLOSEOUT SUBMITTALS**

1. Section 01 70 00 - Execution and Closeout Requirements: Submittal procedures.
2. Project Record Documents: Record actual locations, sizes, and configurations of equipment connections.

#### **E. COORDINATION**

1. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
2. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
3. Determine connection locations and requirements.
4. Sequence rough-in of electrical connections to coordinate with installation of equipment.
5. Sequence electrical connections to coordinate with start-up of equipment.

## **PART 2 PRODUCTS**

### **A. CORD AND PLUGS**

1. Attachment Plug Construction: Conform to NEMA WD 1.
2. Configuration: NEMA WD 6; match receptacle configuration at outlet furnished for equipment.
3. Cord Construction: Type SO multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
4. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

## **PART 3 EXECUTION**

### **A. EXAMINATION**

1. Verify equipment is ready for electrical connection, for wiring, and to be energized.

### **B. INSTALLATION**

1. Make electrical connections.
2. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
3. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
4. Install receptacle outlet to accommodate connection with attachment plug.
5. Install cord and cap for field-supplied attachment plug.
6. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
7. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
8. Install terminal block jumpers to complete equipment wiring requirements.
9. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

C. ADJUSTING

1. Cooperate with utilization equipment installers and field service personnel during checkout and starting of equipment to allow testing and balancing and other startup operations. Provide personnel to operate electrical system and checkout wiring connection components and configurations.

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## 26 05 19 LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 GENERAL

#### A. SUMMARY

- a. Section includes building wire and cable; nonmetallic-sheathed cable; direct burial cable; service entrance cable; armored cable; metal clad cable; and wiring connectors and connections.

#### B. REFERENCES

1. International Electrical Testing Association:
  - a. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
2. National Fire Protection Association:
  - a. NFPA 70 - National Electrical Code.
  - b. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.
3. Underwriters Laboratories, Inc.:
  - a. UL 1277 - Standard for Safety for Electrical Power and Control Tray Cables with Optional Optical-Fiber Members.

#### C. SYSTEM DESCRIPTION

1. Product Requirements: Provide products as follows:
  - a. Solid conductor for feeders and branch circuits 10 AWG and smaller.
  - b. Stranded conductors for control circuits.
  - c. Conductor not smaller than 12 AWG for power and lighting circuits.
  - d. Conductor not smaller than 14 AWG for control circuits.
  - e. Increase wire size in branch circuits to limit voltage drop to a maximum of 3 percent.
2. Wiring Methods: Provide the following wiring methods:
  - a. Concealed Dry Interior Locations: Use only building wire in raceway.
  - b. Exposed Dry Interior Locations: Use only building wire in raceway.
  - c. Above Accessible Ceilings: Use only building wire in raceway.
  - d. Wet or Damp Interior Locations: Use only building wire in raceway.
  - e. Exterior Locations: Use only building wire in raceway.

#### D. DESIGN REQUIREMENTS

1. Conductor sizes are based on copper unless indicated as aluminum or "AL".
2. When aluminum conductor is substituted for copper conductor, size to match circuit requirements, terminations, conductor ampacity and voltage drop.

E. SUBMITTALS

1. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
2. Product Data: Submit for building wire and each cable assembly type.
3. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors.
4. Test Reports: Indicate procedures and values obtained.

F. CLOSEOUT SUBMITTALS

1. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
2. Project Record Documents: Record actual locations of components and circuits.

G. QUALITY ASSURANCE

1. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet (1.5 m) when tested in accordance with NFPA 262.
2. Perform Work in accordance with
3. Maintain one copy of each document on site.

H. QUALIFICATIONS

1. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

I. FIELD MEASUREMENTS

1. Verify field measurements are as indicated on Drawings.

J. COORDINATION

1. Section 01 30 00 - Administrative Requirements: Requirements for coordination.
2. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.
3. Wire and cable routing indicated is approximate unless dimensioned.

**PART 2 PRODUCTS**

A. BUILDING WIRE

1. Manufacturers:

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- a. AETNA
  - b. American Insulated Wire Corp.
  - c. Colonial Wire
  - d. Encore Wire
  - e. General Cable Co.
  - f. Republic Wire
  - g. Rome Cable
  - h. Service Wire Co.
  - i. Southwire Model
  - j. Superior Essex
2. Product Description: Single conductor insulated wire.
  3. Conductor: Copper.
  4. Insulation Voltage Rating: 600 volts.
  5. Insulation Temperature Rating: 75 degrees C.
  6. Insulation Material: Thermoplastic.
- B. SERVICE ENTRANCE CABLE**
1. Manufacturers:
    - a. Diamond Wire & Cable Co.
    - b. Essex Group Inc.
    - c. General Cable Co.
  2. Conductor: Copper.
  3. Insulation Voltage Rating: 600 volts.
  4. Insulation: Type.
- C. TERMINATIONS**
1. Terminal Lugs for Wires 6 AWG and Smaller: Solderless, compression type copper.
  2. Lugs for Wires 4 AWG and Larger: Color keyed, compression type copper, with insulating sealing collars.

**PART 3 EXECUTION**

**A. EXAMINATION**

1. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
2. Verify interior of building has been protected from weather.

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3. Verify mechanical work likely to damage wire and cable has been completed.
4. Verify raceway installation is complete and supported.

### B. PREPARATION

1. Completely and thoroughly swab raceway before installing wire.

### C. EXISTING WORK

1. Remove exposed abandoned wire and cable, including abandoned wire and cable above accessible ceiling finishes. Patch surfaces where removed cables pass through building finishes.
2. Disconnect abandoned circuits and remove circuit wire and cable. Remove abandoned boxes when wire and cable servicing boxes is abandoned and removed. Install blank cover for abandoned boxes not removed.
3. Provide access to existing wiring connections remaining active and requiring access. Modify installation or install access panel.
4. Extend existing circuits using materials and methods as specified.
5. Clean and repair existing wire and cable remaining or wire and cable to be reinstalled.

### D. INSTALLATION

1. Route wire and cable to meet Project conditions.
2. Neatly train and lace wiring inside boxes, equipment, and panelboards.
3. Identify and color code wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.
4. Special Techniques--Building Wire in Raceway:
  - a. Pull conductors into raceway at same time.
  - b. Install building wire 4 AWG and larger with pulling equipment.
5. Spécial Techniques - Cable:
  - a. Protect exposed cable from damage.
  - b. Support cables above accessible ceiling, using spring metal clips or plastic cable ties to support cables from structure. Do not rest cable on ceiling panels.
  - c. Use suitable cable fittings and connectors.
6. Special Techniques - Wiring Connections:
  - a. Clean conductor surfaces before installing lugs and connectors.
  - b. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
  - c. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.

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- d. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
  - e. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
  - f. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
  - g. Install suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.
7. Install stranded conductors for branch circuits 10 AWG and smaller. Install crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under screws.
  8. Install terminal lugs on ends of 600-volt wires unless lugs are furnished on connected device, such as circuit breakers.
  9. Size lugs in accordance with manufacturer's recommendations terminating wire sizes. Install 2-hole type lugs to connect wires 4 AWG and larger to copper bus bars.
  10. For terminal lugs fastened together such as on motors, transformers, and other apparatus, or when space between studs is small enough that lugs can turn and touch each other, insulate for dielectric strength of 2-1/2 times normal potential of circuit.

### E. WIRE COLOR

1. General:
  - a. For wire sizes 10 AWG and smaller, install wire colors in accordance with the following:
    - 1.) Black and red for single phase circuits at 120/240 volts.
    - 2.) Black, red, and blue for circuits at 120/208 volts single or three phase.
    - 3.) Orange, brown, and yellow for circuits at 277/480 volts single or three phase.
  - b. For wire sizes 8 AWG and larger, identify wire with colored tape at terminals, splices and boxes. Colors are as follows:
    - 1.) Black and red for single phase circuits at 120/240 volts.
    - 2.) Black, red, and blue for circuits at 120/208 volts single or three phase.
    - 3.) Orange, brown, and yellow for circuits at 277/480 volts single or three phase.
2. Neutral Conductors: White. When two or more neutrals are located in one conduit, individually identify each with proper circuit number.
3. Branch Circuit Conductors: Install three or four wire home runs with each phase uniquely color coded.
4. Feeder Circuit Conductors: Uniquely color code each phase.

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5. Ground Conductors:
  - a. For 6 AWG and smaller: Green.
  - b. For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

F. FIELD QUALITY CONTROL

1. Section: Field inspecting, testing, adjusting, and balancing.
2. Inspect and test in accordance with NETA ATS, except Section 4.
3. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

## 26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Conduit supports.
  - 2. Formed steel channel.
  - 3. Spring steel clips.
  - 4. Sleeves.
  - 5. Mechanical sleeve seals.
  - 6. Fire stopping relating to electrical work.
  - 7. fire stopping accessories.
  - 8. Equipment bases and supports.
  
- B. Related Sections:
  - 1. Section 03 30 00 - Cast-In-Place Concrete: Product requirements for concrete for placement by this section.
  - 2. Section 27 05 29 - Hangers and Supports for Communications Systems.
  - 3. Section 28 05 29 - Hangers and Supports for Electronic Safety and Security.

#### 1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
  - 2. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
  - 3. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops.
  - 4. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.
  
- B. FM Global:
  - 1. FM - Approval Guide, A Guide to Equipment, Materials & Services Approved By Factory Mutual Research For Property Conservation.
  
- C. National Fire Protection Association:
  - 1. NFPA 70 - National Electrical Code.
  
- D. Underwriters Laboratories Inc.:
  - 1. UL 263 - Fire Tests of Building Construction and Materials.
  - 2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
  - 3. UL 1479 - Fire Tests of Through-Penetration Firestops.
  - 4. UL 2079 - Tests for Fire Resistance of Building Joint Systems.
  - 5. UL - Fire Resistance Directory.
  
- E. Intertek Testing Services (Warnock Hersey Listed):
  - 1. WH - Certification Listings.

### 1.3 DEFINITIONS

- A. Fire stopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

### 1.4 SYSTEM DESCRIPTION

- A. Fire stopping Materials: ASTM E119, ASTM E814, to achieve fire ratings
- B. Surface Burning: ASTM E84 with maximum flame spread / smoke developed rating of 25/450.
- C. Firestop interruptions to fire rated assemblies, materials, and components.

### 1.5 PERFORMANCE REQUIREMENTS

- A. Fire stopping: Conform to applicable code FM for fire resistance ratings and surface burning characteristics.
- B. Fire stopping: Provide certificate of compliance from authority having jurisdiction indicating approval of materials used.

### 1.6 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Indicate system layout with location and detail of trapeze hangers.
- C. Product Data:
  - 1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
  - 2. Fire stopping: Submit data on product characteristics, performance and limitation criteria.
- D. Fire stopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.
- E. Design Data: Indicate load carrying capacity of trapeze hangers and hangers and supports.
- F. Manufacturer's Installation Instructions:
  - 1. Hangers and Supports: Submit special procedures and assembly of components.
  - 2. Fire stopping: Submit preparation and installation instructions.
- G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

- H. Engineering Judgements: For conditions not covered by UL or WH listed designs, submit judgements by licensed professional engineer suitable for presentation to authority having jurisdiction for acceptance as meeting code fire protection requirements.

#### 1.7 QUALITY ASSURANCE

- A. Through Penetration Fire stopping of Fire Rated Assemblies: ASTM E814 with 0.10-inch water gage minimum positive pressure differential to achieve fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
  - 1. Wall Penetrations: Fire F-Ratings as indicated on Drawings, but not less than 1-hour.
  - 2. Floor Penetrations: Fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
    - a. Floor Penetrations Within Wall Cavities: T-Rating is not required.
- B. Through Penetration Fire stopping of Non-Fire Rated Floor Assemblies: Materials to resist free passage of flame and products of combustion.
  - 1. Noncombustible Penetrating Items: Noncombustible materials for penetrating items connecting maximum of three stories.
  - 2. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.
- C. Fire Resistant Joints in Fire Rated Floor, Roof, and Wall Assemblies: ASTM E1966 or UL 2079 to achieve fire resistant rating as indicated on Drawings for assembly in which joint is installed.
- D. Fire Resistant Joints Between Floor Slabs and Exterior Walls: ASTM E119 with 0.10-inch water gage minimum positive pressure differential to achieve fire resistant rating as indicated on Drawings for floor assembly.
- E. Surface Burning Characteristics: 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- F. Perform Work in accordance with
- G. Maintain one copy of each document on site.

#### 1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section with minimum years' experience.

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- C. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.

## 1.10 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.
- B. Do not apply fire stopping materials when temperature of substrate material and ambient air is below 60 degrees F.
- C. Maintain this minimum temperature before, during, and for minimum 3 days after installation of fire stopping materials.
- D. Provide ventilation in areas to receive solvent cured materials.

## **PART 2 PRODUCTS**

### 2.1 CONDUIT SUPPORTS

- A. Manufacturers:
  - 1. Allied Tube & Conduit Corp.
  - 2. Electroline Manufacturing Company
  - 3. O-Z Gedney Co. Hanger Rods: Threaded high tensile strength galvanized carbon steel with free running threads.
- B. Beam Clamps: Malleable Iron, with tapered hole in base and back to accept either bolt or hanger rod. Set screw: hardened steel.
- C. Conduit clamps for trapeze hangers: Galvanized steel, notched to fit trapeze with single bolt to tighten.
- D. Conduit clamps - general purpose: One-hole malleable iron for surface mounted conduits.
- E. Cable Ties: High strength nylon temperature rated to 185 degrees F. Self locking.

### 2.2 FORMED STEEL CHANNEL

- A. Manufacturers:
  - 1. Allied Tube & Conduit Corp.
  - 2. B-Line Systems

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3. Midland Ross Corporation, Electrical Products Division
4. Unistrut Corp.

- B. Product Description: Galvanized 12 gage) thick steel. With holes 1-1/2 inches on center.

### 2.3 SPRING STEEL CLIPS

- A. Product Description: Mounting hole and screw closure.

### 2.4 SLEEVES

- A. Furnish materials in accordance with
- B. Sleeves for Through Non-Fire Rated Floors: 18 gage thick galvanized steel.
- C. Sleeves for Through Non-Fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage thick galvanized steel.
- D. Sleeves for Through Fire Rated and Fire Resistive Floors and Walls, and Fire Proofing: Prefabricated fire rated sleeves including seals, UL listed.
- E. Stuffing Insulation: Glass fiber type, non-combustible.

### 2.5 MECHANICAL SLEEVE SEALS

- A. Manufacturers:
  1. Thunderline Link-Seal, Inc.
  2. NMP Corporation
- B. Product Description: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between object and sleeve, connected with bolts and pressure plates causing rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation.

### 2.6 FIRESTOPPING

- A. Manufacturers:
  1. Dow Corning Corp.
  2. Fire Trak Corp.
  3. Hilti Corp.
  4. International Protective Coating Corp.
  5. 3M fire Protection Products
  6. Specified Technology, Inc.
- B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.

1. Silicone fire stopping Elastomeric fire stopping: Single component silicone elastomeric compound and compatible silicone sealant.
2. Foam Fire stopping Compounds: Single component foam compound.
3. Formulated Fire stopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
4. Fiber Stuffing and Sealant Fire stopping: Composite of mineral fiber stuffing insulation with silicone elastomer for smoke stopping.
5. Mechanical fire stopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
6. Intumescent fire stopping: Intumescent putty compound which expands on exposure to surface heat gain.
7. Firestop Pillows: Formed mineral fiber pillows.

C. Color: Dark gray.

## 2.7 FIRESTOPPING ACCESSORIES

A. Primer: Type recommended by fire stopping manufacturer for specific substrate surfaces and suitable for required fire ratings.

- B. Dam Material: Permanent:
1. Mineral fiberboard.
  2. Mineral fiber matting.
  3. Sheet metal.
  4. Plywood or particle board.
  5. Alumina silicate fire board.

C. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.

- D. General:
1. Furnish UL listed products.
  2. Select products with rating not less than rating of wall or floor being penetrated.

- E. Non-Rated Surfaces:
1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where conduit is exposed.
  2. For exterior wall openings below grade, furnish modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill annular space between conduit and cored opening or water-stop type wall sleeve.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify openings are ready to receive sleeves.
- C. Verify openings are ready to receive fire stopping.

### **3.2 PREPARATION**

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of fire stopping material.
- B. Remove incompatible materials affecting bond.
- C. Obtain permission from Architect/Engineer before using powder-actuated anchors.
- D. Obtain permission from Architect/Engineer before drilling or cutting structural members.

### **3.3 INSTALLATION - HANGERS AND SUPPORTS**

- A. Anchors and Fasteners:
  - 1. Concrete Structural Elements: Provide precast inserts, powder actuated anchors and preset inserts.
  - 2. Steel Structural Elements: Provide beam clamps.
  - 3. Concrete Surfaces: Provide self-drilling anchors and expansion anchors.
  - 4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Provide hollow wall fasteners.
  - 5. Solid Masonry Walls: Provide expansion anchors and preset inserts.
  - 6. Sheet Metal: Provide sheet metal screws.
  - 7. Wood Elements: Provide wood screws.
- B. Inserts:
  - 1. Install inserts for placement in concrete forms.
  - 2. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
  - 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
  - 4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
  - 5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.
- C. Install conduit and raceway support and spacing in accordance with NEC.

- D. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
- E. Install multiple conduit runs on common hangers.
- F. Supports:
  - 1. Fabricate supports from structural steel or formed steel channel. Install hexagon head bolts to present neat appearance with adequate strength and rigidity. Install spring lock washers under nuts.
  - 2. Install surface mounted cabinets and panelboards with minimum of four anchors.
  - 3. In wet and damp locations install steel channel supports to stand cabinets and panelboards 1 inch off wall.
  - 4. Support vertical conduit at every other floor.
- G. Install Work in accordance with

### 3.4 INSTALLATION - FIRESTOPPING

- A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, conduit, and other items, requiring fire stopping.
- B. Apply primer where recommended by manufacturer for type of fire stopping material and substrate involved, and as required for compliance with required fire ratings.
- C. Apply fire stopping material in sufficient thickness to achieve required fire and smoke rating.
- D. Place foamed material in layers to ensure homogenous density, filling cavities and spaces. Place sealant to completely seal junctions with adjacent dissimilar materials.
- E. Place intumescent coating in sufficient coats to achieve rating required.
- F. Remove dam material after fire stopping material has cured.
- G. Fire Rated Surface:
  - 1. Seal opening at floor, ceiling, as follows:
    - a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
    - b. Size sleeve allowing minimum of 1-inch void between sleeve and building element.
    - c. Pack void with backing material.
    - d. Seal ends of sleeve with UL listed fire resistive silicone compound to meet fire rating of structure penetrated.
  - 2. Where cable tray, bus, cable bus, conduit, wireway, trough, penetrates fire rated surface, install fire stopping product in accordance with manufacturer's instructions.
- H. Non-Rated Surfaces:

1. Seal opening through non-fire rated wall, partition floor, ceiling, and roof opening as follows:
  - a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
  - b. Size sleeve allowing minimum of 1-inch void between sleeve and building element.
  - c. Install type of fire stopping material recommended by manufacturer.
2. Install escutcheons floor plates or ceiling plates where conduit, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.
3. Exterior wall openings below grade: Assemble rubber links of mechanical seal to size of conduit and tighten in place, in accordance with manufacturer's instructions.
4. Interior partitions: Seal pipe penetrations at telecommunication rooms. Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.

### 3.5 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

- A. Provide housekeeping pads of concrete, minimum 3-1/2 inches thick and extending 6 inches beyond supported equipment. Refer to Section 03 30 00.
- B. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.
- C. Construct supports of steel members. Brace and fasten with flanges bolted to structure.

### 3.6 INSTALLATION - SLEEVES

- A. Exterior watertight entries: Seal with adjustable interlocking rubber links.
- B. Conduit penetrations not required to be watertight: Sleeve and fill with silicon foam.
- C. Set sleeves in position in forms. Provide reinforcing around sleeves.
- D. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
- E. Extend sleeves through floors 1 inch above finished floor level. Caulk sleeves.
- F. Where conduit or raceway penetrates floor, ceiling, or wall, close off space between conduit or raceway and adjacent work with stuffing insulation and caulk. Provide close fitting metal collar or escutcheon covers at both sides of penetration.
- G. Install chrome plated steel escutcheons at finished surfaces.

3.7 FIELD QUALITY CONTROL

- A. Section: Field inspecting, testing, adjusting, and balancing.
- B. Inspect installed fire stopping for compliance with specifications and submitted schedule.

3.8 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.
- B. Clean adjacent surfaces of fire stopping materials.

3.9 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Protect adjacent surfaces from damage by material installation.

## 26 05 33 RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

### 1.1 GENERAL

- A. Summary: Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.
- B. References:
1. American National Standards Institute:
    - a. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
    - b. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
    - c. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).
  2. National Electrical Manufacturers Association:
    - a. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
    - b. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
    - c. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
    - d. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
    - e. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
    - f. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
    - g. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.
- C. System Description:
1. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.
  2. Underground More than 5 feet outside Foundation Wall: Provide rigid steel conduit or non-metallic conduit. Provide cast metal boxes or nonmetallic handhole.
  3. Underground Within 5 feet from Foundation Wall: Provide rigid steel conduit, or nonmetallic conduit. Provide cast metal or nonmetallic boxes.
  4. In or Under Slab on Grade: Provide rigid steel conduit, thickwall nonmetallic conduit. Provide cast or nonmetallic metal boxes.
  5. Outdoor Locations, Above Grade: Provide, intermediate metal conduit. Provide cast metal or nonmetallic outlet, pull, and junction boxes.
  6. In Slab Above Grade: Provide, intermediate metal conduit, or electrical metallic tubing. Provide cast boxes.
  7. Wet and Damp Locations: Provide rigid steel conduit, or thickwall nonmetallic conduit. Provide cast metal or nonmetallic outlet, junction, and pull boxes. Provide flush mounting outlet box in finished areas.

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8. Concealed Dry Locations: Provide electrical metallic tubing. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.
  9. Exposed Dry Locations: Provide, electrical metallic tubing. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.
- D. Design Requirements:
1. Minimum Raceway Size: 3/4 inch unless otherwise specified.
- E. Submittals:
1. Section 01 33 00 - Submittal Procedures: Submittal procedures.
  2. Product Data: Submit for the following:
    - a. Flexible metal conduit.
    - b. Liquidtight flexible metal conduit.
    - c. Nonmetallic conduit.
    - d. Flexible nonmetallic conduit.
    - e. Nonmetallic tubing.
    - f. Raceway fittings.
    - g. Conduit bodies.
    - h. Surface raceway.
    - i. Wireway
    - j. Pull and junction boxes.
    - k. Handholes
  3. Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.
- F. Closeout Submittals:
1. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
  2. Project Record Documents:
    - a. Record actual routing of conduits larger than 2 inches.
    - b. Record actual locations and mounting heights of outlet, pull, and junction boxes.
- G. Delivery, Storage, and Handling:
1. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
  2. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
  3. Protect PVC conduit from sunlight.
- H. Coordination:
1. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
  2. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

## 1.2. PRODUCTS

- A. Metal Conduit:
  - 1. Manufacturers:
    - a. Carlon Electrical Products
    - b. Hubbell Wiring Devices
    - c. Thomas & Betts Corp.
    - d. Walker Systems Inc.
    - e. The Wiremold Co.
  - 2. Rigid Steel Conduit: ANSI C80.1.
  - 3. Rigid Aluminum Conduit: ANSI C80.5.
  - 4. Intermediate Metal Conduit (IMC): Rigid steel.
  - 5. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.
- B. Flexible Metal Conduit
  - 1. Manufacturers:
    - a. Carlon Electrical Products
    - b. Hubbell Wiring Devices
    - c. Thomas & Betts Corp.
    - d. Walker Systems Inc.
    - e. The Wiremold Co.
    - f. Substitutions
  - 2. Product Description: Interlocked steel construction.
  - 3. Fittings: NEMA FB 1.
- C. Liquid tight Flexible Metal Conduit:
  - 1. Manufacturers:
    - a. Carlon Electrical Products
    - b. Hubbell Wiring Devices
    - c. Thomas & Betts Corp.
    - d. Walker Systems Inc.
    - e. The Wiremold Co. Product Description: Interlocked steel construction with PVC jacket.
  - 2. Fittings: NEMA FB 1.
- D. Electrical Metallic Tubing (EMT):
  - 1. Manufacturers:
    - a. Carlon Electrical Products
    - b. Hubbell Wiring Devices
    - c. Thomas & Betts Corp.
    - d. Walker Systems Inc.
    - e. The Wiremold Co.
  - 2. Product Description: ANSI C80.3; galvanized tubing.
  - 3. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron, compression type.

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- E. Nonmetallic Conduit:
  - 1. Manufacturers:
    - a. Carlon Electrical Products
    - b. Hubbell Wiring Devices
    - c. Thomas & Betts Corp.
    - d. Walker Systems Inc.
    - e. The Wiremold Co.
  - 2. Product Description: NEMA TC 2; Schedule 40 PVC.
  - 3. Fittings and Conduit Bodies: NEMA TC 3.
  
- F. Surface Metal Raceway:
  - 1. Manufacturers:
    - a. Carlon Electrical Products
    - b. Hubbell Wiring Devices
    - c. Thomas & Betts Corp.
    - d. Walker Systems Inc.
    - e. The Wiremold Co.
  - 2. Product Description: Sheet metal channel with fitted cover, suitable for use as surface metal raceway.
  - 3. Finish: Gray enamel.
  - 4. Fittings, Boxes, and Extension Rings: Furnish manufacturer's standard accessories; match finish on raceway.
  
- G. Surface Nonmetal Raceway:
  - 1. Manufacturers:
    - a. Carlon Electrical Products
    - b. Hubbell Wiring Devices
    - c. Thomas & Betts Corp.
    - d. Walker Systems Inc.
    - e. The Wiremold Co. M
  - 2. Product Description: Plastic channel with fitted cover, suitable for use as surface raceway.
  - 3. Finish: Gray.
  - 4. Fittings, Boxes, and Extension Rings: Furnish manufacturer's standard accessories, finish to match raceway.
  
- H. Wireway:
  - 1. Manufacturers:
    - a. Carlon Electrical Products
    - b. Hubbell Wiring Devices
    - c. Thomas & Betts Corp.
    - d. Walker Systems Inc.
    - e. The Wiremold Co.
  - 2. Product Description: General purpose type wireway.
  - 3. Knockouts: Manufacturer's standard.
  - 4. Size: 6 x 6-inch 8 x 8 inch; length as indicated on Drawings.
  - 5. Cover: Screw cover

6. Connector: Slip-in.
  7. Fittings: Lay-in type with removable top, bottom, and side; captive screws.
  8. Finish: Rust inhibiting primer coating with gray enamel finish.
- I. Outlet Boxes:
1. Manufacturers:
    - a. Carlon Electrical Products
    - b. Hubbell Wiring Devices
    - c. Thomas & Betts Corp.
    - d. Walker Systems Inc.
    - e. The Wiremold Co.
  2. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
    - a. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2-inch male fixture studs where required.
    - b. Concrete Ceiling Boxes: Concrete type.
  3. Nonmetallic Outlet Boxes: NEMA OS 2.
  4. Cast Boxes: NEMA FB 1, Type FD. Furnish gasketed cover by box manufacturer.
  5. Wall Plates for Unfinished Areas: Furnish gasketed cover.
- J. Pull and Junction Boxes:
1. Manufacturers:
    - a. Carlon Electrical Products
    - b. Hubbell Wiring Devices
    - c. Thomas & Betts Corp.
    - d. Walker Systems Inc.
    - e. The Wiremold Co. Model
  2. Locate outlet boxes to allow luminaires positioned as indicated on Drawings.
  3. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- K. Adjusting:
1. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.
  2. Adjust flush-mounting outlets to make front flush with finished wall material.
  3. Install knockout closures in unused openings in boxes.
- L. Cleaning:
1. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
  2. Clean interior of boxes to remove dust, debris, and other material.
  3. Clean exposed surfaces and restore finish.

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## **26 05 53 IDENTIFICATIONS FOR ELECTRICAL SYSTEMS**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Nameplates.
  - 2. Labels.
  - 3. Wire markers.
  - 4. Conduit markers.
  - 5. Stencils.
  - 6. Underground Warning Tape.
  - 7. Lockout Devices.

#### **1.2 SUBMITTALS**

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data:
  - 1. Submit manufacturer's catalog literature for each product required.
  - 2. Submit electrical identification schedule including list of wording, symbols, letter size, color coding, tag number, location, and function.
- C. Samples:
  - 1. Submit two tags, actual size.
  - 2. Submit two labels, actual size.
  - 3. Submit samples of each type of identification products applicable to project.
  - 4. Submit nameplates, 4 x 4 inch ( mm) in size illustrating materials and engraving quality.
- D. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.

#### **1.3 CLOSEOUT SUBMITTALS**

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of tagged devices; include tag numbers.

#### **1.4 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing Work of this section three years' experience.

## **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Accept identification products on site in original containers. Inspect for damage.
- C. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- D. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

## **1.6 ENVIRONMENTAL REQUIREMENTS**

- A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.
- B. Install labels only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

## **PART 2 PRODUCTS**

### **2.1 NAMEPLATES**

- A. Product Description: Laminated three-layer plastic with engraved black letters on white contrasting background color.
- B. Letter Size:
  - 1. 1/8 inch (3 mm) high letters for identifying individual equipment and loads.
  - 2. 1/4 inch (6 mm) high letters for identifying grouped equipment and loads.
- C. Minimum nameplate thickness: 1/8 inch (3 mm).

### **2.2 LABELS**

- A. Labels: Embossed adhesive tape, with 3/16 inch (5 mm) white letters on black background.

### **2.3 WIRE MARKERS**

- A. Description: Cloth tape, split sleeve, or tubing type wire markers.
- B. Legend:
  - 1. Power and Lighting Circuits: Branch circuit or feeder number.
  - 2. :

### **2.4 CONDUIT AND RACEWAY MARKERS**

- A. Description: Nameplate fastened with adhesive Labels fastened with adhesive.

## Village of Weston – Public Safety Building – Exterior Upgrades Project

- B. Color:
  - 1. Medium Voltage System:
  - 2. 480 Volt System: Black lettering on white background.
  - 3. 208 Volt System: Black lettering on white background.

- C. Legend:
  - 1. Medium Voltage System: HIGH VOLTAGE.
  - 2. 480 Volt System: 480 VOLTS.
  - 3. 208 Volt System: 208 VOLTS.
  - 4. System:

### 2.5 STENCILS

- A. Stencils: With clean cut symbols and letters of following size:
  - 1. Up to 2 inches (50 mm) Outside Diameter of Raceway: 1/2 inch (13 mm) high letters.
  - 2. 2-1/2 to 6 inches (64 to 150 mm) Outside Diameter of Raceway: 1 inch (25 mm) high letters.
- B. Stencil Paint: As specified in Section, semi-gloss enamel, colors conforming to the following:
  - 1. Black lettering on white background.

### 2.6 UNDERGROUND WARNING TAPE

- A. Description: 4 inch (100 mm) wide plastic tape, detectable type, colored red with suitable warning legend describing buried electrical lines.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.
- B. Prepare surfaces in accordance with Section 09 90 00 for stencil painting.

### 3.2 EXISTING WORK

- A. Install identification on existing equipment to remain in accordance with this section.
- B. Install identification on unmarked existing equipment.
- C. Replace lost nameplates markers.
- D. Re-stencil existing equipment.

### 3.3 INSTALLATION

- A. Install identifying devices after completion of painting.

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- B. Nameplate Installation:
  - 1. Install nameplate parallel to equipment lines.
  - 2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
  - 3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
  - 4. Secure nameplate to equipment front using screws, rivets, or adhesive.
  - 5. Secure nameplate to inside surface of door on recessed panelboard in finished locations.
  - 6. Install nameplates for the following:
    - a. Switchboards.
    - b. Panelboards.
    - c. Transformers.
    - d. Service Disconnects.
    - e. .
  
- C. Label Installation:
  - 1. Install label parallel to equipment lines.
  - 2. Install label for identification of individual control device stations, and.
  - 3. Install labels for permanent adhesion and seal with clear lacquer.
  
- D. Wire Marker Installation:
  - 1. Install wire marker for each conductor at each load connection.
  - 2. Mark data cabling at each end. Install additional marking at accessible locations along the cable run.
  - 3. Install labels at data outlets identifying patch panel and port designation as indicated on Drawings.
  
- E. Conduit Raceway Marker Installation:
  - 1. Install conduit raceway marker for each conduit raceway longer than 6 feet (2000 mm).
  - 2. Conduit Raceway Marker Spacing: 20 feet (6000 mm) on center.
  
- F. Underground Warning Tape Installation:
  - 1. Install underground warning tape along length of each underground conduit, raceway, or cable 6 to 8 inches (150 to 200 mm) below finished grade, directly above buried conduit, raceway, or cable.