



## REQUEST FOR PROPOSALS

# LCMCD Breakroom and Locker Rooms Building E Renovations

RFP 2024-01

Proposals must be received before:

May 2, 2024

2:00 p.m. Eastern Time

Lee County Mosquito Control District

15191 Homestead Road

Lehigh Acres, FL 33971

Refer Inquiries To:

Angel Monges, Purchasing Manager  
Lee County Mosquito Control District

ATTN: Purchasing

(239) 694-2174 x2133

[monges@lcmcd.org](mailto:monges@lcmcd.org)

**Lee County Mosquito Control District**

15191 Homestead Road • Lehigh Acres, FL 33971

(236) 694-2174 • Fax (239) 694-5952

[www.lcmcd.org](http://www.lcmcd.org)

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## I. GENERAL

The Lee County Mosquito Control District seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to renovate the District's break room and locker rooms in Building E per the provided construction documents and specifications.

## II. DEFINITIONS

### A. DEFINITIONS

In order to simplify the language throughout this request for proposal, the following definitions shall apply:

**Lee County Mosquito Control District** – The Lee County Mosquito Control District, an Independent Special District authorized by the Florida State Legislature. When District is used throughout these documents, it refers to Lee County Mosquito Control District.

**Board of Commissioners** – The elected officials of the Lee County Mosquito Control District

**Contract** – An agreement between the District and the successful Proposer to furnish the goods and services described herein **RFP** (LCMCD Break Room and Locker Room Building E Renovations) – This Request for Proposal

**Proposer** – Respondents to this Request for Proposal

**Firm** – the selected Proposer of this Request for Proposal

## III. INSTRUCTIONS to PROPOSERS

### A. NOTICE

Sealed Proposals must be received on or before **2:00 p.m. ET on Thursday, May 2, 2024** at 15191 Homestead Road, Lehigh Acres, FL 33971, after which time all received proposals will be acknowledged. Proposals received after the specified deadline will be returned unopened.

3 printed copies (1 original and 2 duplicate copies) plus 1 digital copy (USB flash drive) of proposals must be provided.

**Sealed proposals shall be clearly marked with the RFP number and title and addressed to the Lee County Mosquito Control District – Purchasing Division. Proposals must be delivered to:**

15191 Homestead Road  
Lehigh Acres, FL 33971

### B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing via email to the following point of contact:

Angel Monges, Purchasing Manager  
Purchasing & Inventory Division  
Email: monges@lcmcd.org

The deadline for written questions is **Friday, April 19<sup>th</sup>, 2024 2:00 PM EST**. This deadline has been established in order to provide adequate time for District staff to prepare responses to questions from Proposers to the best of their ability in advance of the Pre-Proposal Conference meeting.

Other than by written inquiry to Purchasing Manager Angel Monges, Proposers shall not attempt to contact Board members, District staff or District Management directly during the pre-proposal period or post-proposal period. The District intends to respond to all appropriate questions or concerns and post those responses; however, the District reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

**C. SCHEDULE of IMPORTANT DATES**

The District will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

- |   |  |
|---|--|
| Release RFP :   | <b>Wednesday, March 27th @ 10:00am</b>           |
| On site meeting with potential proposers:                   | <b>Thursday, April 11<sup>th</sup> @ 10:00am</b> |
| Last day of proposer questions:                             | <b>Friday, April 19th @ 2:00pm</b>               |
| Last day for addendums/clarifications by design team:       | <b>Friday, April 26<sup>th</sup> @ 4:00pm</b>    |
| Bid closing:  | <b>Thursday, May 2<sup>nd</sup> @ 2:00pm</b>     |
| Board meeting:  | <b>Thursday, May 23<sup>rd</sup></b>             |
| Signed contract returned to contractor (notice to proceed): | <b>Thursday, May 23<sup>rd</sup></b>             |

**D. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be conducted in the Executive Conference Room at the Administration Building located at 15191 Homestead Road, Lehigh Acres, 33971, beginning at 10:00 AM EST on April 11<sup>th</sup>, 2024. This meeting is not mandatory. Any questions and answers addressed during the conference meeting will be issued in an addendum and publicly posted.

**E. FINALIST INTERVIEWS and/or PRESENTATIONS**

Proposers reasonably subject to being selected based on the criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. **Finalists selected for interviews and/or presentations must be available during regular business hours on Tuesday May 7<sup>th</sup>, 2024** following any presentation and/or interviews, proposals will be ranked in accordance with the scoring matrix listed in Section VIII. However, the District, may in its sole discretion, award a contract without presentations or interviews, based solely on information supplied in the proposal responses.

## IV. STANDARD TERMS and CONDITIONS

### A. ADDENDA

Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted on or before the deadline for such questions and inquiries. Any responses will be in the form an addendum. All addenda shall become part of the contract documents. Proposers should submit all communications to the Purchasing Manager at [Monges@lcmcd.org](mailto:Monges@lcmcd.org).

### B. COMPLIANCE WITH LAWS

The selected Proposer (Firm) shall comply with all federal, state, and local laws, rules, codes, ordinances and licensing requirements that are applicable to the conduct of its business or the business of the District. Such compliance shall include, without limitation, compliance with the Immigration and Nationality Act, the American with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any applicable laws, roles, codes, ordinances or licensing requirements will be grounds for contract termination.

### C. CONE OF SILENCE

Upon issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of the Proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner on the District's Board of Commissioners, RFP evaluation review committee member, agent or employee of the District, other than the person designated herein. This prohibition begins with the issuance of the solicitation and ends upon the execution of a final contract or when the solicitation has been cancelled. If it is determined that improper communications were conducted, the Proposal may be disqualified.

### D. CONFIDENTIALITY

Proposers should be aware that all proposals provided are subject to public disclosure after the contract is awarded and will not be afforded confidentiality, unless there is a lawful exemption provided by Florida Statutes. If any information is submitted with a proposal that is deemed "confidential" or "proprietary" the Proposer must stamp those pages of the proposal that are considered confidential or proprietary. The Proposer must provide documentation as to validate why the stamped documents should be declared confidential and exempt from disclosure in accordance with Florida Public Records Laws, as detailed in Florida Statutes, including a citation to each particular section of Florida Statutes allegedly supportive of the exemption.

### E. DISQUALIFICATION OF PROPOSALS

The opportunity to supply goods and services to the District or to otherwise contract with the District is a privilege, not a right. Individuals or firms involved in certain crimes should be denied the privilege of transacting business with the District and the opportunity of obtaining economic benefit through the transaction of business with the District (F.S. 287.132-287.134). Therefore:

1. Any person or affiliate who has been placed on the convicted vendor list following a public entity crime may not submit a bid, Request for Proposals, or reply on a contract to provide any goods or services to the District for a period of 36 months following the date of being placed on the convicted vendor list.

2. The District may not accept any bid, request for proposal, or reply from, award any contract to, or transact any business with a person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was on the convicted vendor list.
3. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, request of proposal, or reply on a contract to provide goods or services to the District.
4. The District may not accept any bid, request for proposal, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date the entity or affiliate was placed on the discriminatory vendor list.

**F. DISCLOSURE**

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the proposal period. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

**G. MANAGEMENT**

Should there be a change in Proposer's management after the due date and time, but before a contract is awarded, Proposers must notify the District immediately. This may result in further evaluation. Should a change in management occur after the contract is awarded, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract. Any resulting contract is nontransferable by either party.

**H. PRIORITY of DOCUMENTS**

In the event there are inconsistencies between the RFP terms and conditions, scope of work or Agreement terms and conditions contained herein, the most restrictive terms and conditions requiring the greatest obligation to the Proposer and greatest benefit to the District will take precedence.

**I. RECEIPT of PROPOSALS**

Proposal(s) must be received by the District prior to the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the Firm must ensure that the Proposal is actually delivered. The time proposals are received shall be determined by the time clock stamp in the Purchasing Department.

**J. REIMBURSEMENTS**

There is no express or implied obligation for the District to reimburse responding Proposers for any expenses incurred in preparing Proposals in response to this request and the District will not reimburse firms for these expenses, nor will the District pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

**K. REPRESENTATIONS and RESPONSIBILITIES**

By submitting a proposal in response to this RFP, Proposer represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a proposal in response to this RFP, the Proposer represents that it has relied not only upon any technical details in place or under consideration for implementation by the District, but it

also has supplemented this information through its own due diligence research, and that the Proposer sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.

**L. STANDARD FORM of AGREEMENT**

The District's Standard Form of Agreement is attached as Exhibit A. The successful Firm will be required to execute this Agreement. All Proposers shall be required to thoroughly read and understand the terms, condition and provisions in this Agreement. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to Board. Any exceptions taken to the District's Standard Form of Agreement must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and conditions without modifications.

**M. TERM of AGREEMENT**

The agreement shall become on the date of the award, and all goods and services proposed to be provided under the agreement shall be provided within the time periods detailed in the contract attached as Exhibit A, at the fixed prices detailed in the Firm's RFP response.

**N. VENUE**

Any contract awarded as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Florida, and is fully performable in Lee County, Florida, and venue for any action related to this contract will be Lee County, Florida.

**O. WITHDRAWAL of PROPOSALS**

A proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of proposals in accordance with the following guidelines.

1. Proposer shall notify the District in writing of its intention to withdraw a previously submitted proposal.
2. Proposals withdrawn and modified must be resubmitted to the District no later than the time and date set for the receipt of proposals.
3. No proposal can be withdrawn after the time set for the receipt of proposals and for a minimum of ninety (90) days thereafter.

**V. BACKGROUND and CURRENT CIRCUMSTANCES**

**A. LEE COUNTY MOSQUITO CONTROL DISTRICT**

The Lee County Mosquito Control District was established in 1958 by an act of the Florida Legislature as an independent district that operates under the regulatory authority of the Department of Agriculture and Consumer Services and Chapter 388, Florida Statutes. The Lee County Mosquito Control District has been providing uninterrupted mosquito control services to the citizens of Lee County for over sixty years. During those years the District has remained at the forefront of mosquito control, helping to develop control technologies that are effective and sensitive to Florida's unique natural habitats and wildlife.

## **B. CURRENT CIRCUMSTANCES**

LCMCD currently has a break room and locker rooms in Building E that have not been renovated for many years. The District seeks a contractor to renovate these areas of Building E to improve them and bring them up to current code.

## **VI. SCOPE of WORK**

Below is a summary of the scope of work for the Breakroom and Locker Rooms Building E Renovation project; a complete set of construction documents and specifications are attached as Exhibit B.

1. Mobilization on site
2. Demolition of existing items below per the demolition plan drawings:
  - a. break room and locker room wall finish and floor finish materials
  - b. Removal of metal lockers, counter tops, basins, doors and frames
  - c. existing sidewalk slab
  - d. as needed demolition for new plumbing piping, shower basins, toilets, toilet accessories, etc.
  - e. current dropped ceilings and lighting fixtures
  - f. Removal of water heater, electrical panel, HVAC grille
  - g. Existing slab for new portion of thickened slab under masonry wall construction
3. Installation and reconstruction of the items below per plan drawings:
  - a. Break room and locker room wall finish and flooring
  - b. Break room and locker room lockers, counter tops, basins, doors and frames
  - c. Sidewalk slabs leading from the parking lot
  - d. Break room and locker room plumbing, showers, toilets, toilet accessories, etc.
  - e. Break room and locker room ceiling and lighting systems
  - f. Installation of new electrical, HVAC grilles, and water heater
  - g. Additional masonry walls per plan specifications

A complete set of construction documents and specifications for the above are located in Exhibit B.

## **VII. SUBMISSION REQUIREMENTS**

The District will not accept oral proposals or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this RFP.

The proposal must be submitted in hard copy. Proposer shall submit 1 original and 2 copies of the entire proposal, plus 1 digital copy (on USB flash drive).

The District requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review.

**TAB A FIRM BACKGROUND**

1. Briefly introduce your Firm including the number of years in business.
2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable.

**TAB B METHODOLOGY and TECHNICAL APPROACH**

1. Provide a narrative description of the Firm's plan to accomplish the work and services to be provided to the District.
2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing this project in a phase by phase fashion, including the time frame expected to complete each phase and staff assignments for each phase of the project.
3. Provide suggestions and ideas for completing this project in an efficient, effective and innovative manner.
4. Clearly identify materials and knowledge resources that the Firm will need from the District to complete this project.
5. Identify progress reports that will be made available during the process and key decision points.
6. Clearly distinguish the Firms' duties and responsibilities and those of the District. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

**TAB C COST PROPOSAL**

1. Provide a detailed cost proposal broken down by task or phase. The District may elect to complete any combination of tasks or phases. Indicate any cost savings available by completing one or more or any combination of tasks or phases.
2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees.
3. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

**TAB D COMMENTS/CHANGE REQUESTS to STANDARD FORM of AGREEMENT**

A copy of the District's Standard Form of Agreement is attached to the RFP. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm is willing to execute the Agreement without modification.

**TAB F CERTIFICATION and ACKNOWLEDGEMENT PAGE**

## VIII. EVALUATION and SELECTION PROCESS

The District has attempted to provide a comprehensive statement of requirements through this RFP for the engagement. Written proposals must present Proposer's qualifications and understanding of the work to be performed. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the District may properly evaluate capabilities to provide the requested services.

The District has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The District will evaluate each Proposer's responses to the requirements contained in this RFP.

### **Clarity and Quality of Proposal**

**Pass/Fail**

Firms must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the District to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

### **Firm Background**

**20 points**

### **Methodology and Technical Approach**

**30 points**

### **Cost Proposal**

**40 points**

### **Comments/Change Requests to Proposal**

**10 points**

### **TOTAL POINTS AVAILABLE**

**100 POINTS**

Initial evaluations will be conducted based on the Proposal(s) submitted. Presentations and/or interviews may be requested of one or more Proposers. Following any presentation and/or interviews, proposals will be ranked pursuant to the scoring matrix above and a written recommendation, with the highest evaluated score being remanded number one. The Board of Commissioners are the final approving authority for the contract.

By submission of a proposal, Proposer acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, Firms acknowledge that subjective judgements must be made by the District during this process.

The District makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all proposals received as a result of this RFP.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).

- Select Proposer(s) it deems to be most qualified to fulfill the needs of the District. Proposer(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process.



**EXHIBIT A**  
**STANDARD FORM OF AGREEMENT**

See Document A101-2017

**EXHIBIT B**  
**PLANS AND SPECIFICATIONS**

See Document Project Plans and Specifications

**EXHIBIT C**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

See Document A201-2017

# 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)*

Lee County Mosquito Control District  
15191 Homestead Road  
Lehigh Acres, FL 33971

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

« »« »  
« »  
« »  
« »

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

LCMCD Breakroom and Locker Rooms Building E Renovations  
« »  
« »

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

ADG Architecture, LLC  
3820 Colonial Blvd  
Suite 100  
Fort Myers, FL 33966  
« »  
« »  
« »

The Owner and Contractor agree as follows.

## TABLE OF ARTICLES

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

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

#### § 3.3 Substantial Completion

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

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

[ « » ] By the following date: « »

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

Portion of Work	Substantial Completion Date
Site Preparation	
Renovation Construction	

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

#### ARTICLE 4 CONTRACT SUM

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

#### § 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

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

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

« »

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

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «10th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «24th » day of the «same » 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 «14 » ( «fourteen » ) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

« »

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

<< >>

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

<< >>

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

<< >>

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

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

## § 5.2 Final Payment

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

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

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

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## § 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.)

Interest shall be based on the rate established in FS 715.12(5)(a)

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect, ADG Architecture, llc, 3820 Colonial Blvd, Suite 100, Fort Myers FL 33966, 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.

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**§ 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.)*

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**§ 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)*

« »Angel Monges, Jr.  
« »Purchasing Manager  
« »15191 Homestead Road  
« »Lehigh Acres, FL 33971  
« »239-694-2774  
« »monges@lmcld.org

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

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

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**§ 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.)*

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**§ 8.7 Other provisions:**

**8.7a Public Access to Records** - The District may unilaterally cancel the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from § 24(a) of Article I of the State Constitution or a Florida statutory exemption to which Contractor can accurately cite.

Unless specifically exempted by Florida law, in whole or in part, Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a contractor, as defined therein, to comply with public records laws, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

LCMCD Angel Monges  
15191 Homestead Road  
Lehigh Acres, FL 33971  
239.694-2174  
monges@lcmcd.org

**8.7b Taxes** - The District does not pay Federal Excise and State Taxes on direct purchases of tangible personal property. This exemption does not apply to tangible personal property purchased by Contractor's for their use in the performance of this Contract. Nothing herein shall affect the Contractor's normal tax liability. The District reserves the right, at the District's sole option, to issue direct purchase orders for applicable supplies and equipment to be utilized in this project. Should the District choose to make direct purchases so as to save the sales tax, the District will make a deductive change order to this Contract.

**8.7c Compliance with Laws** - The Contractor agrees to comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the District, must verify eligibility for employment as required by IRCA.

**8.7d Florida Forest Products** - The Contractor shall use lumber, timber, and other forest products produced and manufactured in Florida if such products are available and their price, fitness and quality are equal.

**8.7e E-Verify** - In compliance with Section 448.095, Florida Statutes, Contractor and any of its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (a) Contractor shall require each of its sub-contractors to provide Contractor with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. Contractor shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- (b) The District, Contractor, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section shall terminate the contract with the person or entity.
- (c) The District, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor, and Contractor shall immediately terminate the contract with the sub-contractor.

(d) A contract terminated under the provisions of this section is not a breach of

contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statutes, Contractor acknowledges that upon termination of this Agreement by the District for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the District as a result of termination of any contract for a violation of this section.

- (e) Subcontracts. Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

### **8.7f - Equal Employment Opportunity**

- (a) During the performance of this Contract, the Contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin (7 See 2 C.F.R. Part 200, Appendix II, § C. Contract Provisions Guide 11). Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to

Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **8.7g Clean Air Act and Federal Water Pollution Control Act**

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the District, and understands and agrees that the District, will, in turn, report each violation as required to 40 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act. 41 33 U.S.C. §§ 1251-1387, as amended. 42 2 C.F.R. Part 200, Appendix II, § G. Contract Provisions Guide 20 assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(b) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the District, and understands and agrees that the District, will, in turn, report each violation as required to assure notification to the Florida Department of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

### **8.7h Contract Work Hours and Safety Standards Act**

(a) Contractor must comply with the Contract Work Hours and Safety Standards Act, as follows:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the

basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The District, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other 37 2 C.F.R. Part 200, Appendix II, § E. 38 29 C.F.R. § 5.5(b)(1), (4). Contract Provisions Guide 18 federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **8.7i Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

## 8.7j Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the District. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the District, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 8.7k Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 56 Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323. 57 See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323). 58 See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247. 59 40 C.F.R. Part 247. 60 42 U.S.C. § 6962; 2 C.F.R. § 200.323. Contract Provisions Guide 26 Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 8.7l Domestic Preference

(a) As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application

of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **8.7m Prohibition on Contracting for Covered Telecommunications Equipment or Services**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) as used in this clause

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**8.7n Disqualification to Contract.** The Contractor hereby represents and warrants that it has not been placed on the convicted vendor list or on the discriminatory vendor list for a period of 36 months prior to entering into this Contract, and is thus eligible under §§ 287.133 and 287.134, Fla. Stat., to enter into this Contract.

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## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

### § 9.1 This Agreement is comprised of the following documents:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 12:53:49 ET on 01/09/2024 under Order No.2114496933 which expires on 12/21/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1164725614)

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

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

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

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

« »

- [  ] The Sustainability Plan:

Title	Date	Pages

- [  ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

« »

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

---

**OWNER** *(Signature)*

« »« »

*(Printed name and title)*

---

**CONTRACTOR** *(Signature)*

« »« »

*(Printed name and title)*

# AIA<sup>®</sup> Document A101<sup>®</sup> - 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)

LCMCD Breakroom and Locker Rooms Building E Renovations

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

Lee County Mosquito Control District  
15191 Homestead Road  
Lehigh Acres, FL 33971

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

« »« »  
« »

### 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<sup>TM</sup>-2017, General Conditions of the Contract for Construction.

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

##### § 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

**§ 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

**§ 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.)*

**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 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.

**§ 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.)*

« »

**§ 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 \$1 million (\$ 1,000,000 ) each occurrence, \$2 million (\$ 2,000,000 ) general aggregate, and \$2 million (\$ 2,000,000 ) 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.3.2.2.2** 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, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1 million (\$ 1,000,000 ) per accident, 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 \$1 million (\$ 1,000,000 ) each accident, \$1 million (\$ 1,000,000 ) each employee, and \$1 million (\$ \$1,000,000 ) policy limit.

§

§ 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 \$1 million (\$1,000,000) per claim and \$1 million(\$1,000,000 ) 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.)*

[ **«X»** ] § **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.

[ **«X»** ] § **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.

[ **«X»** ] § **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	
Performance Bond	

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

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

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

« »

PROJECT SCOPE :

WORK CONSISTS OF AN INTERIOR REMODEL TO AN EXISTING ONE STORY BUILDING.

FLORIDA BUILDING CODE - BUILDING, 2020 - 7TH EDITION

BUILDING DATA CHART

A. BUILDING CLASSIFICATION (PER FBC CHAPTER 3)		EXISTING MIXED USE (BUSINESS & S-2 STORAGE) ALTERATION LEVEL 2 PER FBC - EXISTING BUILDING	
B. TYPE OF CONSTRUCTION (PER FBC TABLES 504.3, 504.4, 506.2 AND FBC SECTION 602)			
MINIMUM CONSTRUCTION TYPE PROVIDED		TYPE IIB (EXISTING)	
NON OR FULLY FIRE SPRINKLERED		NON SPRINKLERED (EXISTING)	
BUILDING HEIGHT	PERMITTED 55'-0"	PROPOSED 16'-6" (EXISTING)	
AREA	23,000 SF	1,920 SF (AREA OF RENOVATION)	
NUMBER OF STORIES	2	1 (EXISTING)	
MEZZANINE	N/A	N/A	

C. FIRE-RESISTANT RATINGS REQUIREMENTS FOR BUILDING ELEMENTS (hours)			
(PER FBC TABLE 601)			
BUILDING ELEMENTS	REQUIREMENT	PROPOSED	DESIGN
STRUCTURAL FRAME INCLUDING COLUMNS, GIRDERS & TRUSSES	0	0	-
BEARING WALLS			
EXTERIOR	0	0	-
INTERIOR	0	0	-
EXTERIOR NON-BEARING WALLS & PARTITIONS	0	0	-
INTERIOR NON-BEARING WALLS & PARTITIONS	0	0	-
FLOOR CONSTRUCTION INCLUDING SUPPORTING BEAMS & JOISTS	0	0	-
ROOF CONSTRUCTION INCLUDING SUPPORTING BEAMS & JOISTS	0	0	-

D. FIRE-RESISTANT RATINGS REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE (PER FBC TABLE 602)			
			NOT APPLICABLE FOR BUILDING

E. MAXIMUM AREA OF EXTERIOR WALL OPENINGS (PER FBC TABLE 705.8)			
			NOT APPLICABLE FOR BUILDING

F. FIRE RESISTANT RATED CONSTRUCTION				
	REQUIREMENT	DESIGN	OPENING	PROTECTIVE
FIREWALLS - SECTION 706	N/A	N/A	N/A	N/A
FIRE BARRIERS - SECTION 707	N/A	N/A	N/A	N/A
VERTICAL SHAFTS - SECTION 713	N/A	N/A	N/A	N/A
FIRE PARTITIONS - SECTION 708	N/A	N/A	N/A	N/A
OCCUPANCY SEPARATIONS - TABLE 503.4	0	0	0	0
EXIT ACCESS CORRIDORS - TABLE 1020.1	N/A	N/A	N/A	N/A
SMOKE BARRIERS - SECTION 709	N/A	N/A	N/A	N/A
FLOOR AND ROOF ASSEMBLIES - SECTION 711	N/A	N/A	N/A	N/A

G. PLUMBING CALCULATION					
	OCCUPANTS	INC REQ'D	LAV REQ'D	INC PROJ.	LAV PROJ.
MEN	14	1	1	5	3
WOMEN	14	1	1	1	1
	DRINKING FTN. REQ'D	DRINKING FTN. PROJ.	SERVICE SINK REQ'D	SERVICE SINK PROJ.	
	1	1	1	1	
	(1 H/L/O SYSTEM)				

H. AREA MODIFICATION - NOT APPLICABLE FOR BUILDING			

# LEE COUNTY MOSQUITO CONTROL DISTRICT BUILDING E RENOVATION

15159 HOMESTEAD ROAD  
LEHIGH ACRES, FL 33971

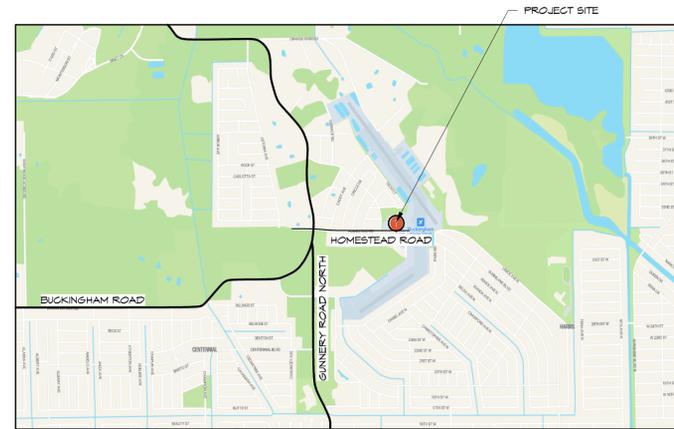
DRAWING INDEX - GENERAL			
---	TITLE SHEET	04-21-2023 SD	12-15-2023 CD
G001	GENERAL NOTES & ABBREVIATIONS	●	●
G101	WALL TYPES	●	●

DRAWING INDEX - MECHANICAL			
M100	MECHANICAL NOTES, SCHEDULE & PLAN	04-21-2023 SD	12-15-2023 CD

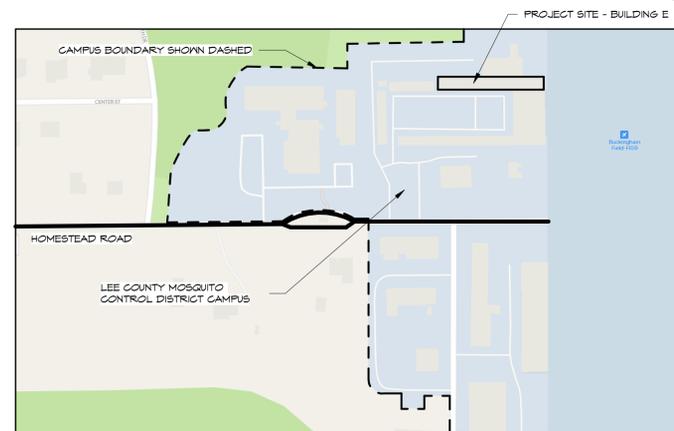
DRAWING INDEX - ARCHITECTURAL			
SP101	SITE PLAN	04-21-2023 SD	12-15-2023 CD
D101	DEMOLITION PLAN	●	●
A001	LIFE SAFETY PLAN	●	●
A101	FLOOR PLAN & INT ELEVATIONS	●	●
A102	RCP & SCHEDULES	●	●
A501	DETAILS	●	●
A502	DETAILS	●	●
A901	SPECIFICATIONS	●	●
A902	SPECIFICATIONS	●	●
A903	SPECIFICATIONS	●	●

DRAWING INDEX - ELECTRICAL			
E001	ELECTRICAL NOTES & SCHEDULES	04-21-2023 SD	12-15-2023 CD
E100	EXIST/DEMO ELECTRICAL PLAN	●	●
E101	POWER & SYSTEMS PLAN	●	●
E201	PANEL SCHEDULES	●	●
E301	POWER RISER DIAGRAM	●	●

DRAWING INDEX - PLUMBING			
P001	PLUMBING NOTES & SCHEDULES	04-21-2023 SD	12-15-2023 CD
P100	PLUMBING PLAN	●	●
P200	PLUMBING ISOMETRICS	●	●



VICINITY MAP



LOCATION MAP



ARCHITECTURE ■ PLANNING ■ INTERIOR DESIGN

PORT CHARLOTTE, FLORIDA 33952  
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Fax: (941) 639-2438  
AA-26002422

FORT MYERS, FLORIDA 33966  
Phone: (239) 277-0554  
Fax: (239) 277-0741  
www.alliancedesigngroup.com



OWNER:  
LEE COUNTY MOSQUITO CONTROL DISTRICT  
15151 HOMESTEAD ROAD  
LEHIGH ACRES, FLORIDA 33971  
(239) 644-2174

MECHANICAL ENGINEER:  
BURGESS BRANT CONSULTING ENGINEERS  
12995 SOUTH CLEVELAND AVE #229  
FORT MYERS, FLORIDA 33907  
(239) 274-0020

ELECTRICAL ENGINEER:  
BURGESS BRANT CONSULTING ENGINEERS  
12995 SOUTH CLEVELAND AVE #229  
FORT MYERS, FLORIDA 33907  
(239) 274-0020

PLUMBING ENGINEER:  
BURGESS BRANT CONSULTING ENGINEERS  
12995 SOUTH CLEVELAND AVE #229  
FORT MYERS, FLORIDA 33907  
(239) 274-0020

DRAWING / PHASE / REVISION		
#	DESCRIPTION	DATE
1	ISSUED FOR SD	04-21-2023
2	ISSUED FOR 100% CD	12-15-2023

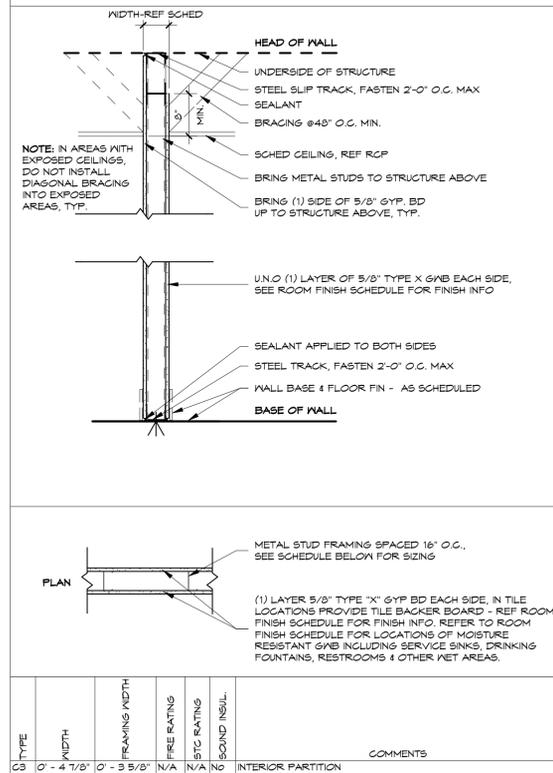


ROBERT T. TAYLOR  
AR0012008

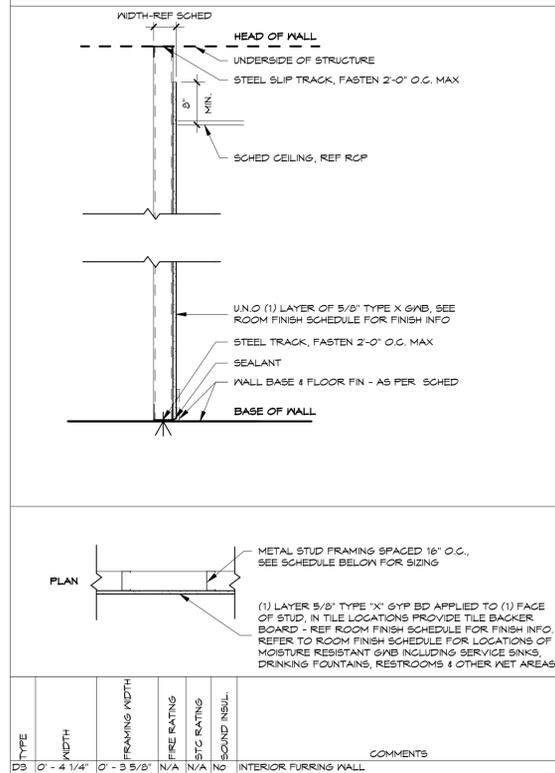
2023-J-135



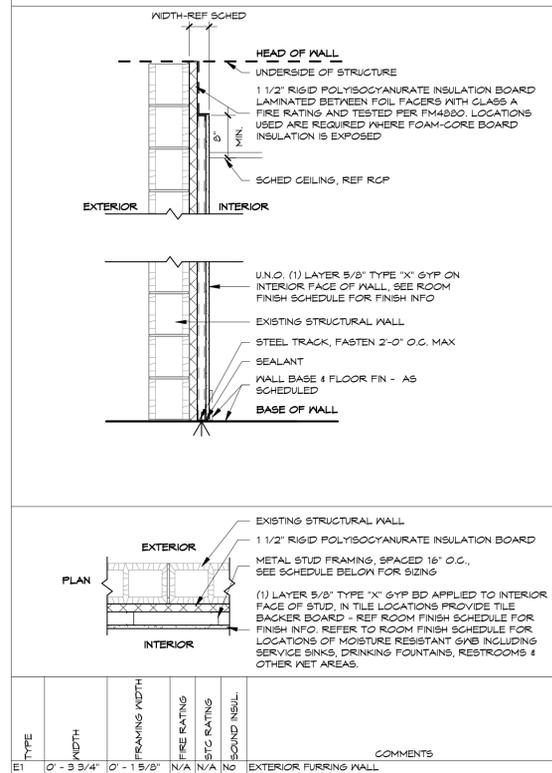
**TYPE C - INTERIOR PARTITION**



**TYPE D - FURRING WALL**



**TYPE E - EXTERIOR FURRING WALL**



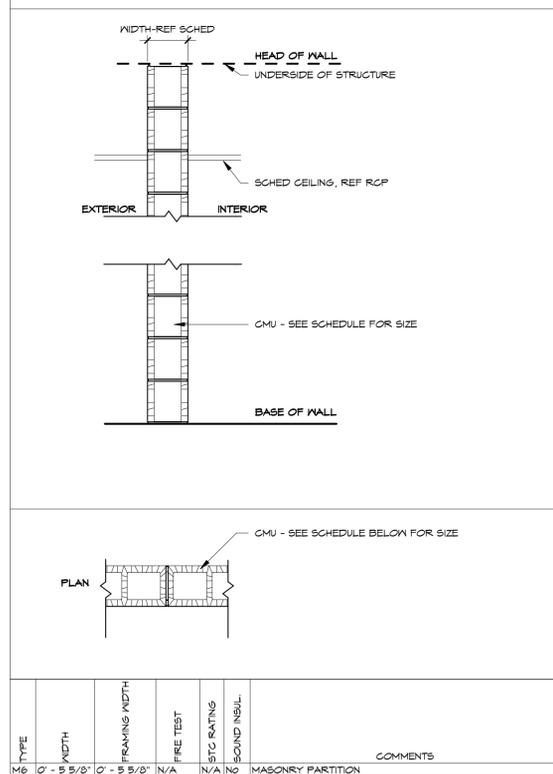
**PARTITION TYPE NOTES:**

- REFER TO PARTITION TYPE DIAGRAMS, REFERENCED BY THE 'PARTITION SYMBOL', INDICATING THE COMPONENTS AND ASSEMBLY OF EACH PARTITION.
- REFER TO SPECIFICATIONS FOR VERTICAL PARTITION SPAN CRITERIA AND METAL STUD GAGES, UNO.
- GYPSUM BOARD SHALL BE 5/8\"/>

**METAL STUD SCHEDULE**

STUD SIZE	STUD GAUGE	STUD SPECIFICATION
3 5/8"	20 GAUGE	3625125-93
6"	20 GAUGE	6000125-93
6"	18 GAUGE	6000125-93

**TYPE M - MASONRY WALL**

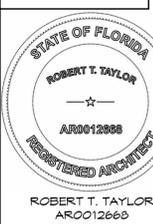


**LEE COUNTY MOSQUITO CONTROL DISTRICT**  
**BUILDING E RENOVATION**  
 15159 HOMESTEAD ROAD  
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 Ph. (813) 858-2450 Fax (813) 858-2458  
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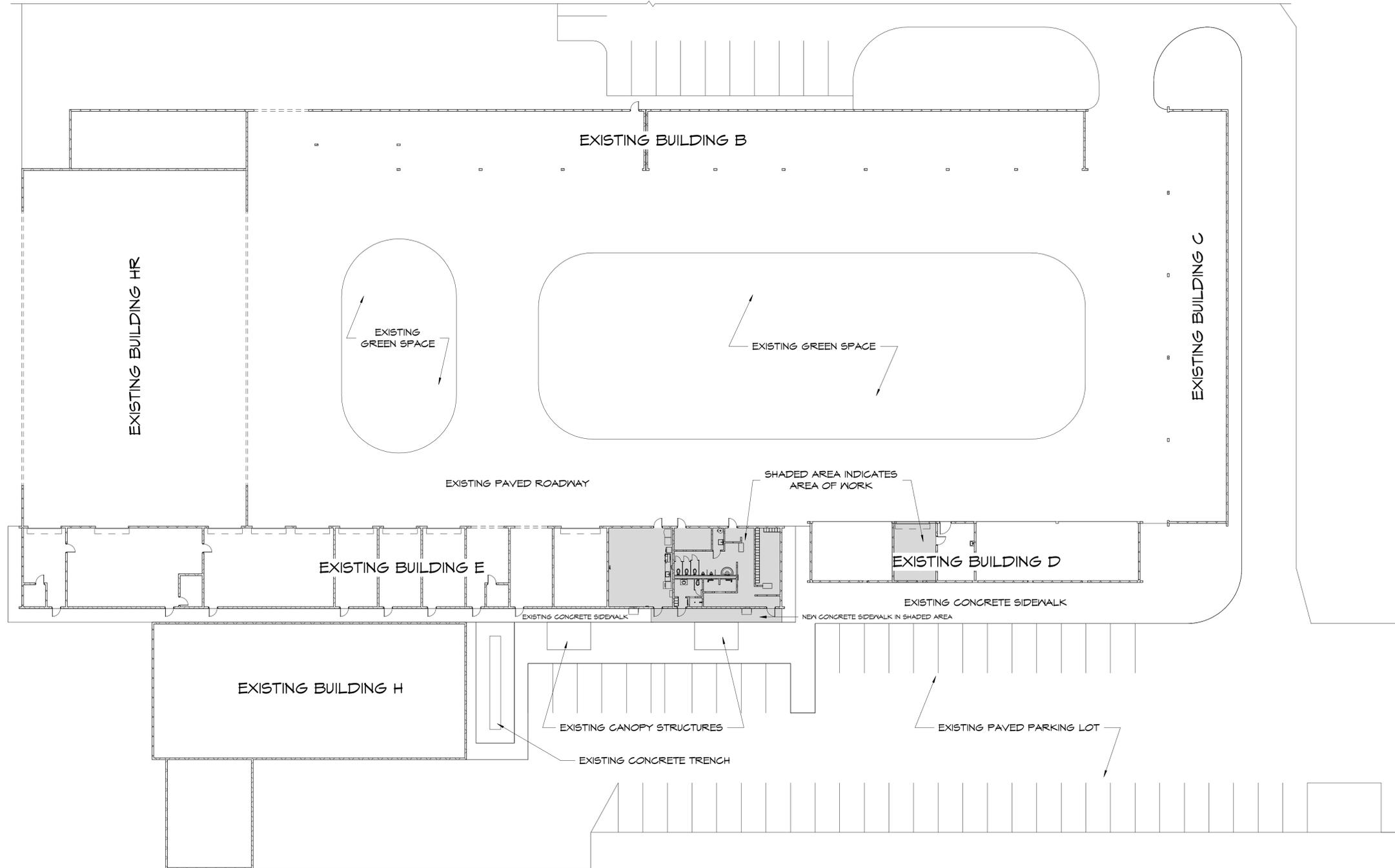
12-15-2023  
 ISSUED FOR 100% CD



12-15-2023

**G101**

PROJECT NO. 2023-J-195



**SITE PLAN - EXISTING**

SCALE: 1" = 20'-0"



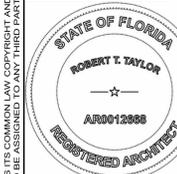
**ADG**  
 ARCHITECTURE, LLC  
 ARCHITECTURE • PLANNING • INTERIOR DESIGN

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ISSUED FOR 100% CD 12-15-2023



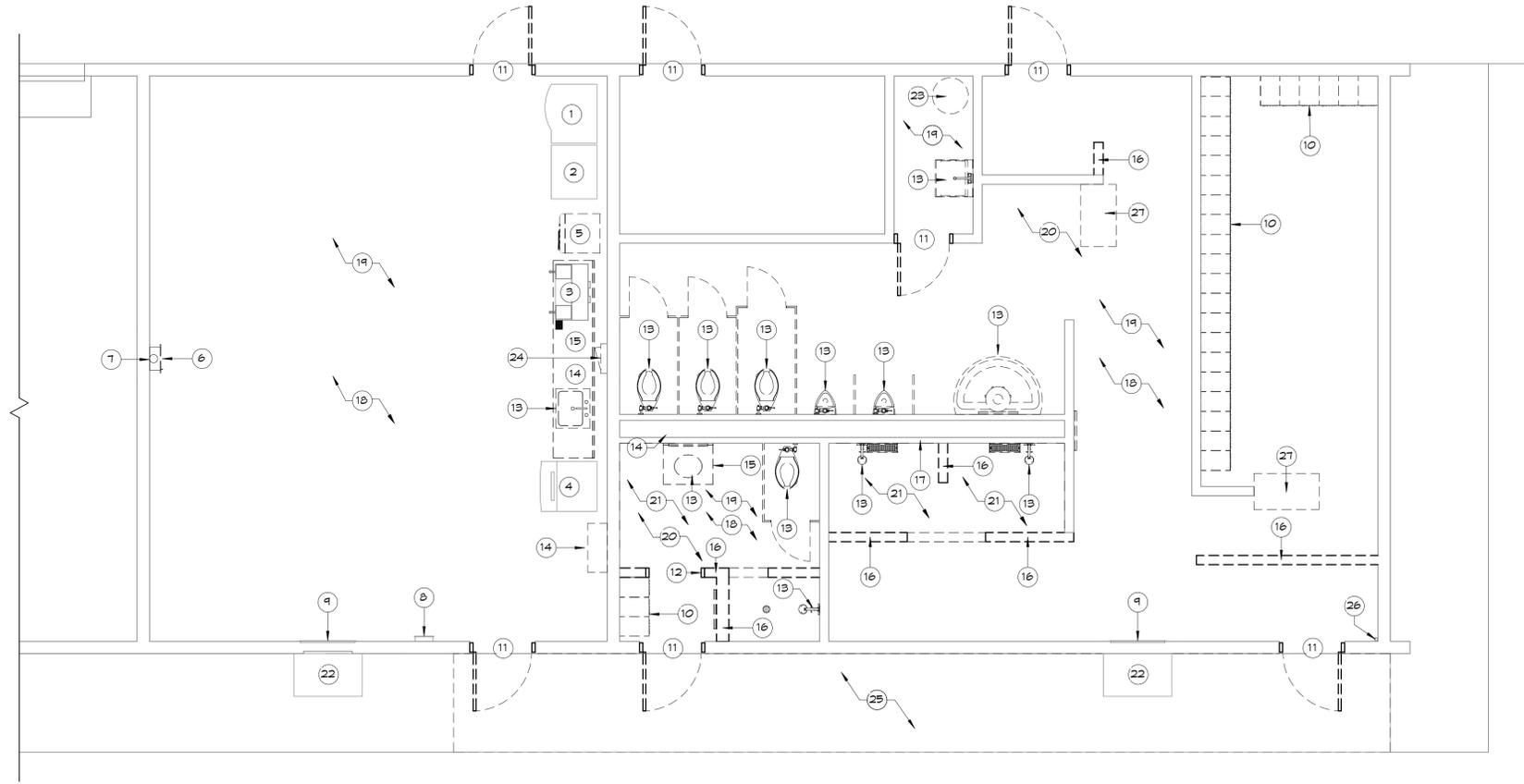
ROBERT T. TAYLOR  
 AR0012668

12-15-2023

**SP101**

PROJECT NO. 2023-J-195

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## DEMOLITION PLAN

SCALE: 1/4" = 1'-0"



### DEMOLITION GENERAL NOTES

1. PLAN SUMMARIZES DEMOLITION SCOPE BUT IS NOT ALL INCLUSIVE. DEMOLITION INCLUDES ALL ACTIVITIES REQUIRED TO ACCOMPLISH THE PROJECT INTENT. THIS INCLUDES PARTIAL OR COMPLETE REMOVAL OF EXISTING BUILDING STRUCTURE INCLUDING WALL AND FLOOR FINISHES, CEILINGS OR OTHER MATERIALS & EQUIPMENT, AND STRUCTURE.
2. REMOVE AND RELOCATE EXISTING APPLIANCES, VENDING MACHINES, ETC. AT DIRECTION OF OWNER.
3. CONTRACTOR TO VERIFY ALL PARTITION WALLS ARE NON-LOAD BEARING FOR EXISTING STRUCTURE THAT REMAINS.
4. CONTRACTOR TO PROVIDE TEMPORARY BARRIERS AROUND CONSTRUCTION AREAS.
5. REMOVE ALL EXISTING TILE FINISHES IN AREA OF WORK. CLEAN AND PREP INTERIOR FACE OF EXISTING WALLS FOR NEW WALL FINISH APPLICATION, TYP.
6. SCARIFY EXISTING FLOOR SLAB AND PREP FOR NEW SCHEDULED FLOOR FINISH.
7. REMOVE ALL EXISTING TOILET ACCESSORIES INCLUDING MIRRORS, PAPER TOWEL DISPENSERS, TOILET PAPER DISPENSERS, ROBE HOOKS, SOAP DISPENSERS, SHOWER CURTAIN RODS, SHOWER CURTAINS, SHOWER SEATS, CLOTHING RODS & SHELVES, SANITARY NAPKIN DISPENSERS, WASTE RECEPTACLES, GRAB BARS, TOILET PARTITIONS, TOILET PARTITION DOORS AND ASSOCIATED HARDWARE.

### DEMOLITION PLAN LEGEND

--- DOTTED ITEMS INDICATE ITEMS TO BE REMOVED

### # DEMOLITION PLAN KEY NOTES

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. REMOVE EXISTING SODA VENDING MACHINE AND SAVE, REINSTALL AFTER REMODEL IS COMPLETE, SEE FLOOR PLAN.</li> <li>2. REMOVE EXISTING SNACK VENDING MACHINE AND SAVE, REINSTALL AFTER REMODEL IS COMPLETE, SEE FLOOR PLAN.</li> <li>3. REMOVE EXISTING COFFEE MACHINE AND SAVE, REINSTALL AFTER REMODEL IS COMPLETE, SEE FLOOR PLAN.</li> <li>4. REMOVE EXISTING ICE MACHINE AND SAVE, REINSTALL AFTER REMODEL IS COMPLETE, SEE FLOOR PLAN.</li> <li>5. REMOVE EXISTING REFRIGERATOR AND DISCARD.</li> <li>6. REMOVE EXISTING AED AND SAVE, REINSTALL AFTER REMODEL IS COMPLETE, SEE FLOOR PLAN.</li> <li>7. REMOVE EXISTING FIRE EXTINGUISHER.</li> <li>8. REMOVE EXISTING EMPLOYEE TIME CLOCK AND SAVE, REINSTALL IN SAME LOCATION AFTER REMODEL IS COMPLETE.</li> <li>9. REMOVE EXISTING HVAC GRILLE AND SAVE, REINSTALL IN SAME LOCATION AFTER REMODEL IS COMPLETE. IF BID ALTERNATE TO REMOVE EXISTING HVAC UNIT IS SELECTED, REMOVE AND DISCARD EXISTING HVAC GRILLE.</li> <li>10. REMOVE EXISTING METAL LOCKERS AND DISCARD.</li> <li>11. REMOVE EXISTING DOOR, DOOR FRAME, THRESHOLD, AND ASSOCIATED HARDWARE.</li> <li>12. REMOVE EXISTING DOOR FRAME.</li> <li>13. REMOVE EXISTING PLUMBING FIXTURES, CAP AS REQUIRED, SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.</li> </ol> | <ol style="list-style-type: none"> <li>14. REMOVE EXISTING CASEWORK.</li> <li>15. REMOVE EXISTING COUNTERTOP.</li> <li>16. REMOVE EXISTING CMU WALL AS INDICATED FROM FLOOR SLAB TO STRUCTURE ABOVE.</li> <li>17. REMOVE EXISTING WALL FINISH, FURRING AND RELATED FASTENERS AND ADHESIVES.</li> <li>18. REMOVE EXISTING CEILING FINISH CONSTRUCTION AND RELATED LIGHTING AND SYSTEM DEVICES MOUNTED IN THE CEILING INCLUDING ALL HANGING MATERIALS AND FRAMING SUPPORTING CEILING.</li> <li>19. REMOVE EXISTING FLOOR COVERINGS AND RELATED GROUT, ADHESIVE ETC. DOWN TO CONCRETE SLAB. PREP CONCRETE SLAB TO RECEIVE NEW FLOORING.</li> <li>20. REMOVE SECTION OF FLOOR SLAB REQUIRED TO INSTALL NEW PLUMBING PIPING.</li> <li>21. CUT &amp; REMOVE PORTION OF EXISTING SLAB FOR NEW SHOWER BASINS.</li> <li>22. EXISTING MECHANICAL UNIT TO BE REMOVED AS A BID ALTERNATE. SEE MECHANICAL FOR ADDITIONAL INFORMATION.</li> <li>23. REMOVE EXISTING WATER HEATER.</li> <li>24. REMOVE EXISTING ELECTRICAL PANEL, SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.</li> <li>25. CUT &amp; REMOVE PORTION OF EXISTING EXTERIOR SIDEWALK AS INDICATED FOR NEW CONCRETE SIDEWALK.</li> <li>26. EXISTING PLUMBING LINE AND VALVE TO REMAIN, SEE PLUMBING.</li> <li>27. CUT &amp; REMOVE PORTION OF EXISTING SLAB FOR NEW PORTION OF THICKENED SLAB UNDER NEW MASONRY WALL CONSTRUCTION.</li> </ol> |
|---|--|

LEE COUNTY MOSQUITO CONTROL DISTRICT  
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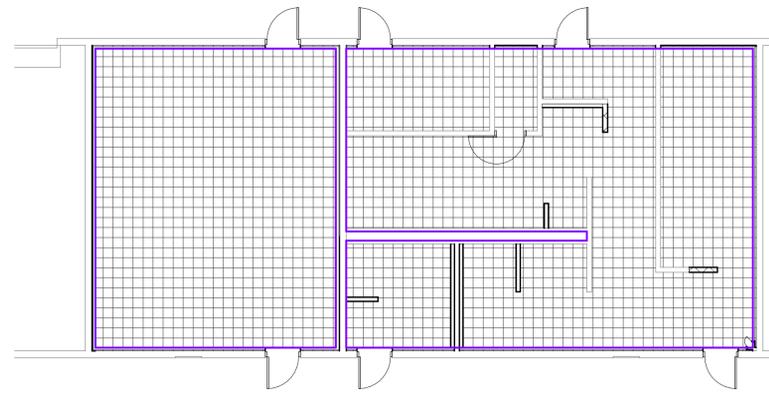


ROBERT T. TAYLOR  
 AR0012668

12-15-2023

**D101**

PROJECT NO. 2023-J-195



### SPRAY INSULATION PLAN

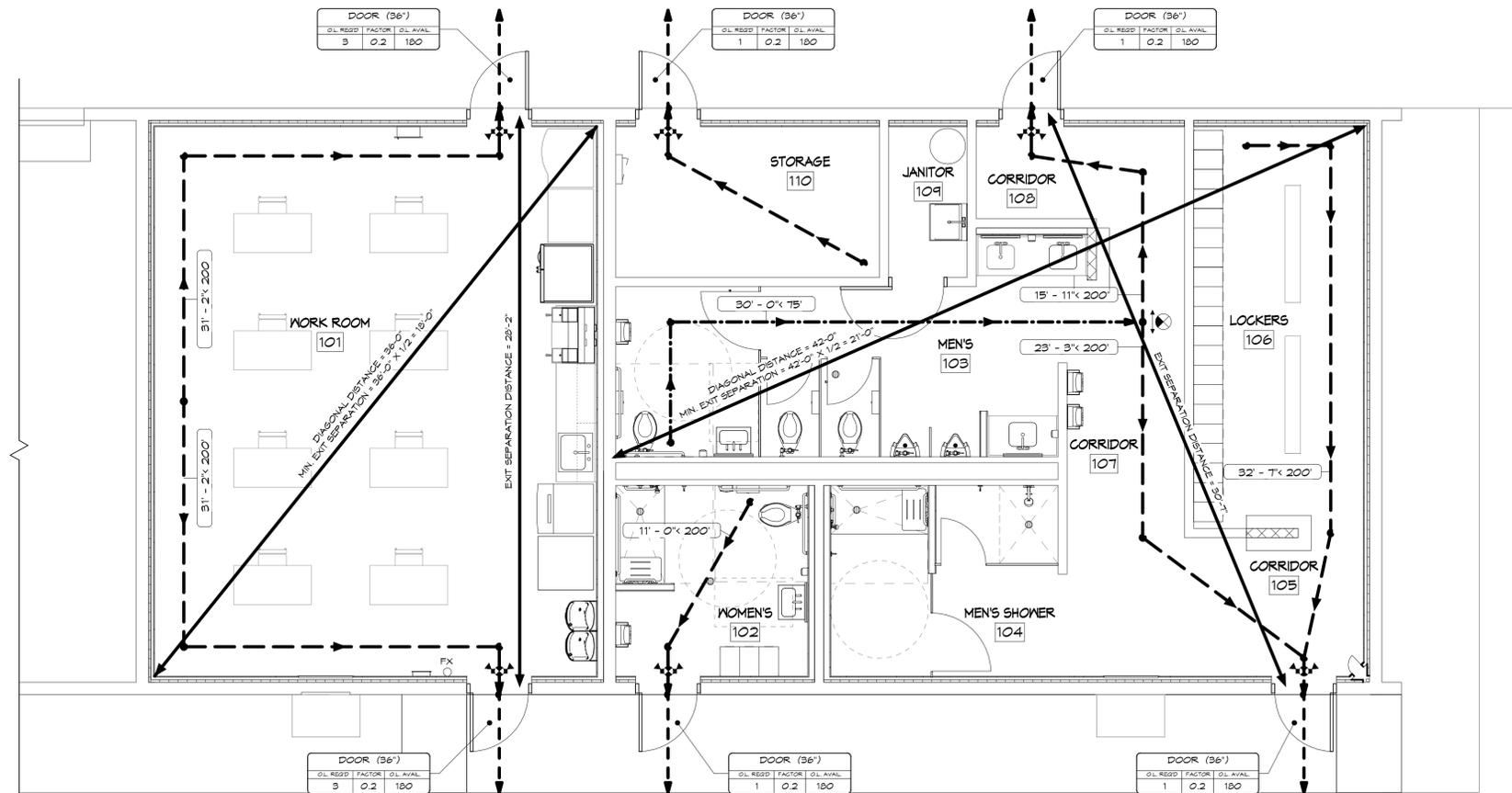
SCALE: 1/8" = 1'-0"



### FILL LEGEND

SPRAY INSULATION

**NOTE:**  
INSULATION SPRAY TO COVER UNDERSIDE OF EXISTING ROOF STRUCTURE IN AREA OF WORK ONLY. INSULATION SPRAY TO MEET MINIMUM R-19. SPRAY INSULATION TO MEET REQUIREMENTS OF IBC SECTION 2603.4 AND MEETS ACCEPTABLE CRITERIA OF NFPA 275. AN INTUMESCENT COATINGS IN COMPLIANCE WITH THE ABOVE CRITERIA APPLIED TO THE SPRAY INSULATION MAY ALSO BE USED.



### LIFE SAFETY PLAN

SCALE: 1/4" = 1'-0"



### LIFE SAFETY LEGEND :

- EXIT
- COMMON PATH OF EGRESS TRAVEL
- EXIT ACCESS
- EXIT DISCHARGE
- 2-HOUR FIRE WALL
- 2-HOUR FIRE-RATED WALL
- ILLUMINATED EXIT SIGN, SINGLE FACE
- ILLUMINATED EXIT SIGN, DOUBLE FACE
- WALL MOUNTED EMERGENCY LIGHT
- COMBINED BATTERY-POWERED EMERGENCY LIGHT & ILLUMINATED EXIT SIGN
- 1-1/2 HOUR FIRE-RATED FIRE DOOR
- LUMINAIRE PROVIDING EMERGENCY ILLUMINATION
- FIRE EXTINGUISHER
- FIRE EXTINGUISHER CABINET
- EGRESS COMPONENT CAPACITY
- GOVERNING COMPONENT CAPACITY
- DISTANCE TO EGRESS COMPONENT
- EGRESS COMPONENT IDENTIFIER

**Name**  
101  
XXX ← GOVERNING COMPONENT CAPACITY  
AREA ← AREA - OCCUPANT CAPACITY  
### ← OCCUPANT LOAD FACTOR

### OCCUPANT LOAD OF WORK AREA CALCULATION

OCCUPANCY CALCULATION	LOAD FACTOR	SQUARE FEET	NUMBER OF OCCUPANTS
BUSINESS	150	614	5
TOTAL OCCUPANT LOAD		614	5

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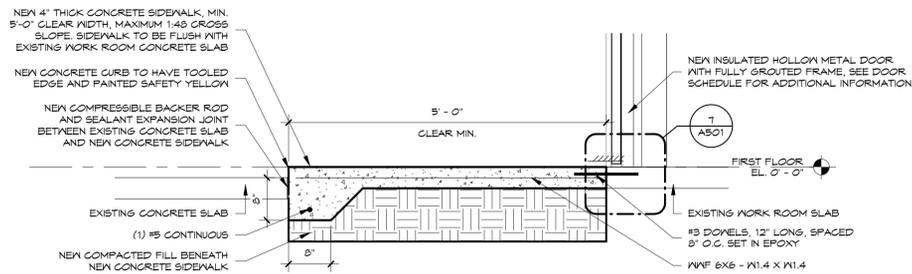


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AR0012668

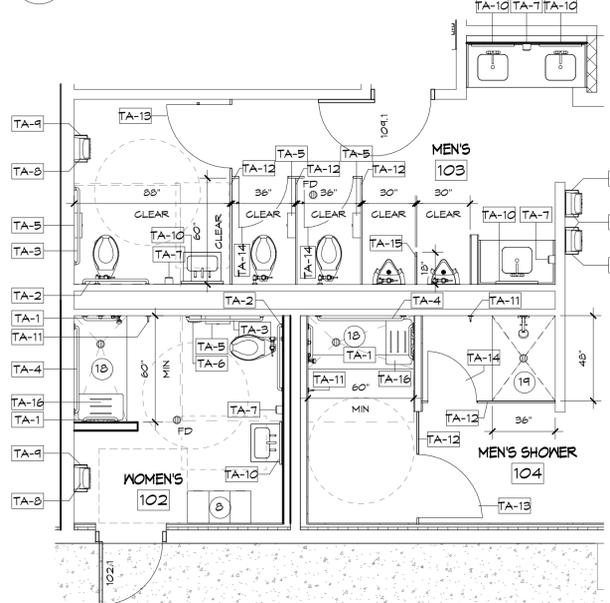
12-15-2023

**A001**

PROJECT NO. 2023-J-195



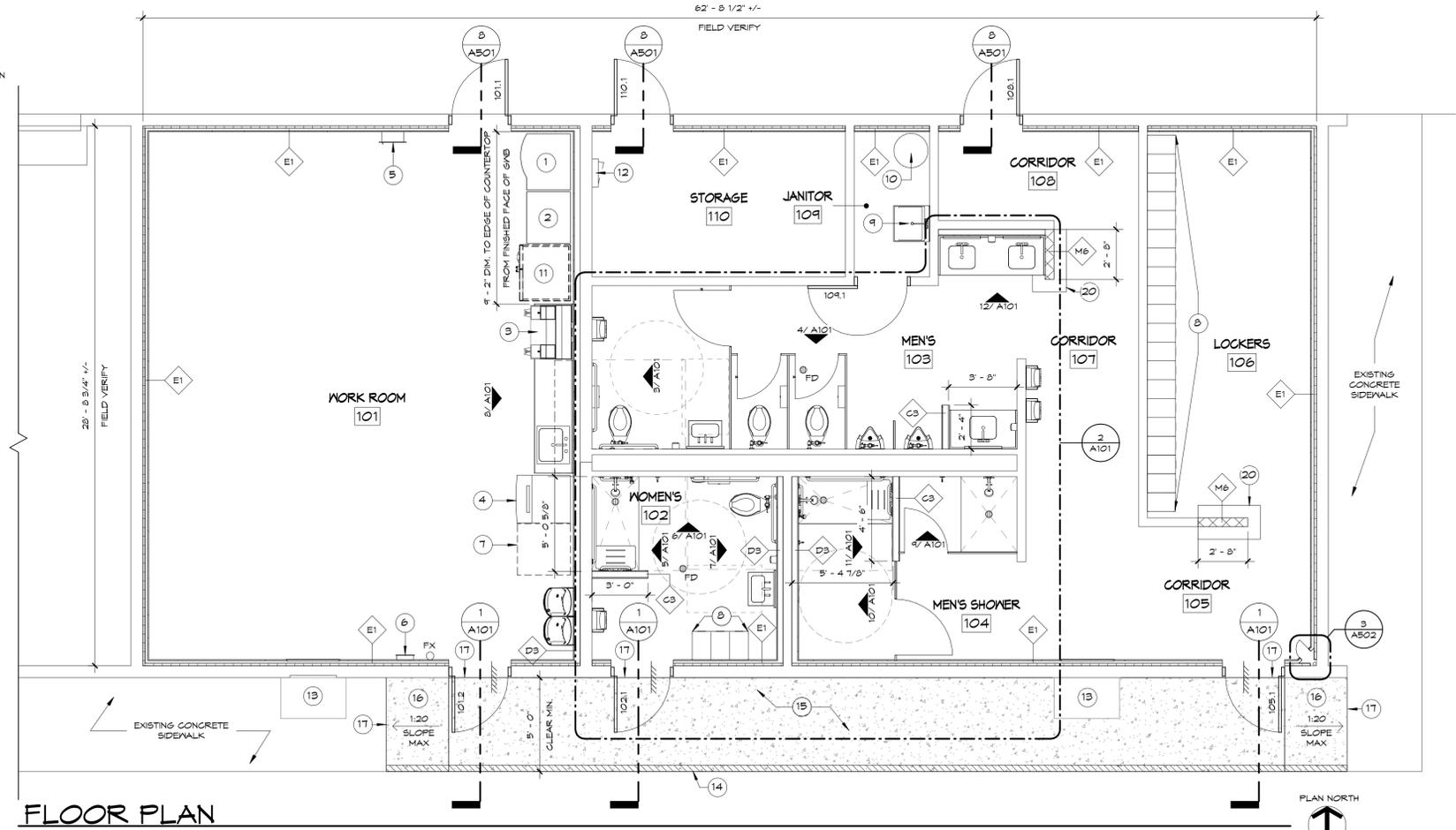
1 NEW CONCRETE SIDEWALK SECTION  
SCALE: 3/4" = 1'-0"



2 TOILET ACCESSORY PLAN - WOMEN'S 102 & MEN'S 103  
SCALE: 1/4" = 1'-0"

TYPE	MANUFACTURER	MODEL	DESCRIPTION
TA-1	BOBRICK	B-600x24	24" X 1 1/2" DIA GRAB BAR
TA-2	BOBRICK	B-600x36	36" X 1 1/2" DIA GRAB BAR
TA-3	BOBRICK	B-600x42	42" X 1 1/2" DIA GRAB BAR
TA-4	BOBRICK	B-600x48	48" X 1 1/2" DIA GRAB BAR
TA-5	KIMBERLY CLARK	04951	SURFACE MOUNTED DOUBLE JUMBO ROLL TOILET TISSUE DISPENSER
TA-6	BOBRICK	B-210	SURFACE MOUNTED SANITARY NAPKIN DISPOSAL
TA-7	SCOTT	92149	SURFACE MOUNTED SOAP DISPENSER, MANUAL OPERATION
TA-8	KIMBERLY CLARK	04960	SURFACE MOUNTED PAPER TOWEL DISPENSER
TA-9	BOBRICK	B-271	SURFACE MOUNTED WASTE RECEPTACLE
TA-10	BOBRICK	B-169	24" X 36" STAINLESS STEEL FRAMED MIRROR
TA-11	BOBRICK	B-2116	SURFACE MOUNTED TOWEL HOOK
TA-12	SCRANTON PRODUCTS	AS SPECIFIED	FLOOR MOUNTED, OVERHEAD BRACED SOLID PLASTIC TOILET PARTITION
TA-13	SCRANTON PRODUCTS	AS SPECIFIED	SOLID PLASTIC TOILET PARTITION DOOR, 36" WIDE
TA-14	SCRANTON PRODUCTS	AS SPECIFIED	SOLID PLASTIC TOILET PARTITION DOOR, 28" WIDE
TA-15	SCRANTON PRODUCTS	AS SPECIFIED	WALL MOUNTED, SOLID PLASTIC URINAL PARTITION
TA-16	BOBRICK	B-5193	SOLID PHENOLIC FOLDING SHOWER SEAT WITH STAINLESS STEEL FRAME

TOILET ACCESSORY SCHEDULE



FLOOR PLAN GENERAL NOTES

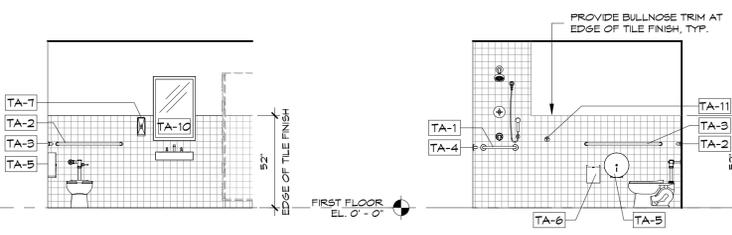
FLOOR PLAN LEGEND

FLOOR PLAN KEY NOTES

- CONCRETE AND CONCRETE MASONRY UNIT WALLS ARE DIMENSIONED TO THE FACE OF CONCRETE, U.N.O.
- FRAMED WALLS ARE DIMENSIONED TO THE FACE OF STUD, U.N.O.
- DIMENSIONS NOTED AS "FINISH DIMENSION" ARE TO BE CLEAR DIMENSIONS TO THE TO FACE OF ADJACENT FINISHES.
- VERIFY ALL EXISTING DIMENSIONS IN FIELD

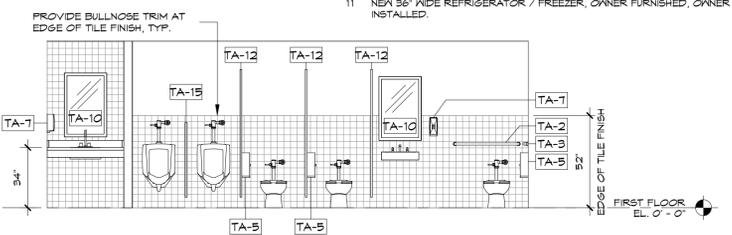
- XXXX DOOR TAG - REFER TO DOOR SCHEDULE
- ◇ WALL TYPE TAG
- FLOOR PLAN KEY NOTE
- ///// FLUSH

- EXISTING SODA VENDING MACHINE TO BE REINSTALLED AND RECONNECTED. SEE ELECTRICAL.
- EXISTING SNACK VENDING MACHINE TO BE REINSTALLED AND RECONNECTED. SEE ELECTRICAL.
- EXISTING COFFEE MACHINE TO BE REINSTALLED AND RECONNECTED. SEE ELECTRICAL.
- EXISTING ICE MACHINE TO BE REINSTALLED AND RECONNECTED. SEE ELECTRICAL.
- EXISTING AED TO BE REINSTALLED AT INDICATED LOCATION. MOUNT AED AT 42" A.F.F.
- EXISTING EMPLOYEE TIME CLOCK TO BE REINSTALLED.
- NEW 5 GALLON BOTTLE WATER REFILLING STATION, OWNER FURNISHED, OWNER INSTALLED.
- NEW CURB-MOUNTED, DOUBLE TIER STEEL LOCKERS. LOCKERS TO BE OWNER FURNISHED, OWNER INSTALLED.
- NEW UTILITY SINK PLUMBING FIXTURE, SEE PLUMBING
- NEW WATER HEATER, SEE PLUMBING
- NEW 36" WIDE REFRIGERATOR / FREEZER, OWNER FURNISHED, OWNER INSTALLED.
- NEW ELECTRICAL PANEL. SEE ELECTRICAL.
- EXISTING MECHANICAL UNIT TO BE REMOVED AS A BID ALTERNATE. SEE MECHANICAL FOR ADDITIONAL INFORMATION.
- HATCHED REGION INDICATES LOCATION OF NEW SIDEWALK CURB. NEW CURB TO HAVE TOOLED EDGE AND BE PAINTED SAFETY YELLOW.
- NEW 4" THICK CONCRETE SIDEWALK WITH WVF 6X6 - W1.4 X W1.4 REINFORCING. NEW SIDEWALK TO HAVE MIN. 5'-0" CLEAR WIDTH, MAXIMUM 1:40 CROSS SLOPE. PROVIDE CONTRACTION JOINTS 8'-0" O.C. CUT CONTRACTION JOINTS NO LATER THAN 12 HOURS AFTER CONCRETE POUR. SIDEWALK TO BE FLUSH WITH EXISTING WORK ROOM CONCRETE SLAB.
- NEW SLOPED CONCRETE POUR TO MEET EXISTING SIDEWALK, SLOPE NOT TO EXCEED 1:20.
- DOVEL TO EXISTING SLAB/SIDEWALK WITH 12" LONG, #3 DOVELS SPACED 8" O.C., TYP.
- NEW ACCESSIBLE ROLL-IN SHOWER, SEE PLUMBING. SEE SHEET A502 FOR TYPICAL SHOWER SLAB CUT SECTIONS.
- NEW SHOWER, SEE PLUMBING. SEE SHEET A502 FOR TYPICAL SHOWER SLAB CUT SECTIONS.
- NEW 8" THICKENED CONCRETE SLAB POUR UNDER NEW MASONRY WALL CONSTRUCTION. CUT EXISTING SLAB MIN. 8" AROUND NEW MASONRY WALL LOCATION. DOVEL INTO EXISTING SLAB WITH 12" LONG, #3 DOVELS SPACED 8" O.C.

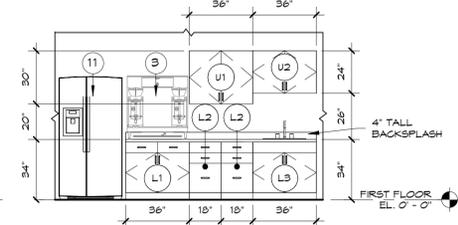
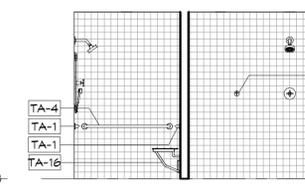
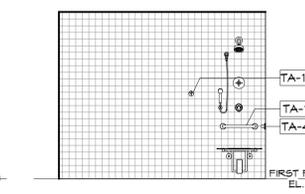
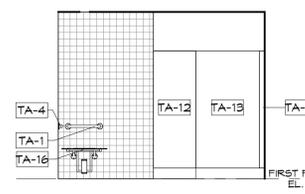
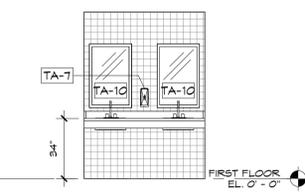


6 INT. EL. - WOMEN'S 102 - 2  
SCALE: 1/4" = 1'-0"

5 INT. EL. - WOMEN'S 102 - 3  
SCALE: 1/4" = 1'-0"



3 INT. EL. - MEN'S 103 - 2  
SCALE: 1/4" = 1'-0"



TAG	HEIGHT	WIDTH	DEPTH	DETAIL REFERENCE
U1	2'-6"	9'-0"	1'-0"	4/A501
U2	2'-0"	9'-0"	1'-0"	4/A501

UPPER CASEWORK SCHEDULE

TAG	HEIGHT	WIDTH	DEPTH	DETAIL REFERENCE
L1	2'-0 1/2"	9'-0"	2'-0"	1/A501
L2	2'-0 1/2"	1'-6"	2'-0"	2/A501
L3	2'-0 1/2"	9'-0"	2'-0"	3/A501

LOWER CASEWORK SCHEDULE

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ROBERT T. TAYLOR  
ARCHITECT  
A00012888  
REGISTERED ARCHITECT

ROBERT T. TAYLOR  
A00012668

12-15-2023

STATE OF FLORIDA  
ROBERT T. TAYLOR  
ARCHITECT  
A00012888  
REGISTERED ARCHITECT

ROBERT T. TAYLOR  
A00012668

12-15-2023

A101

PROJECT NO. 2023-J-195

### DOOR and FRAME SCHEDULE

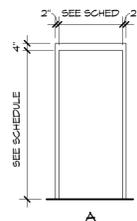
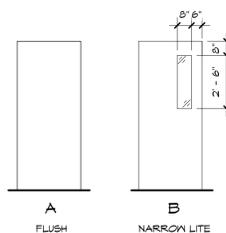
DOOR NO.	SINGLE / PAIR	DOOR SIZE		DOOR			FRAME			HWR	NOTES
		WIDTH	HEIGHT	TYPE	MATL.	FINISH	TYPE	MATL.	FINISH		
101.1	SINGLE	3'-0"	8'-0"	B	HM	F FIN	HM	PT	PT	H1	
101.2	SINGLE	3'-0"	8'-0"	B	HM	F FIN	A	HM	PT	H1	
102.1	SINGLE	3'-0"	8'-0"	A	HM	F FIN	A	HM	PT	H1	
103.1	SINGLE	3'-0"	8'-0"	A	HM	F FIN	A	HM	PT	H1	
103.1	SINGLE	3'-0"	8'-0"	A	HM	F FIN	A	HM	PT	H1	
104.1	SINGLE	2'-8"	8'-0"	A	HM	F FIN	A	HM	PT	H2	
110.1	SINGLE	3'-0"	8'-0"	A	HM	F FIN	A	HM	PT	H1	

#### GENERAL DOOR NOTES:

- ALL EXTERIOR DOORS TO HAVE INSULATED PANELS AND FRAMES.
- ALL EXTERIOR DOORS TO HAVE NOA/FLORIDA PRODUCT APPROVAL NUMBER.

#### DOOR HARDWARE SETS:

- SET: H1**  
 1 1/2" PAIR BUTT HINGES - 4 1/2" X 4 1/2" NRP  
 1 CYLINDER LOCKSET - ENTRY FUNCTION  
 1 CLOSER  
 1 SET OF WEATHERSTRIPPING  
 1 ADA COMPLIANT ALUMINUM THRESHOLD  
 1 ALUMINUM KICKPLATE - 2" LESS THAN DOOR WIDTH X 12" H
- SET: H2**  
 1 1/2" PAIR BUTT HINGES - 4 1/2" X 4 1/2"  
 1 CYLINDER LOCKSET - STORAGE FUNCTION  
 1 WALL STOP



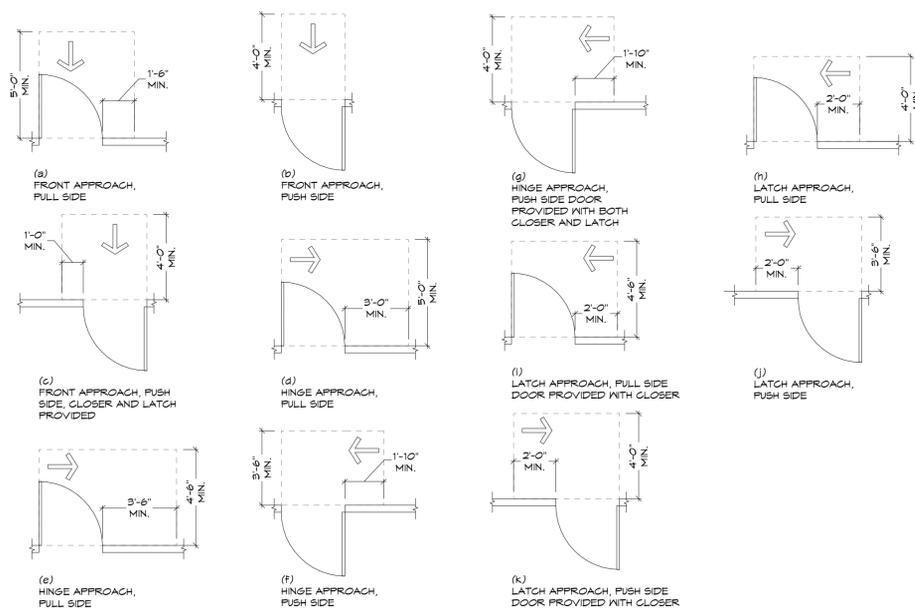
### DOOR TYPES

SCALE: 1/4" = 1'-0"

### DOOR FRAME TYPES

SCALE: 1/4" = 1'-0"

#### MANEUVERING CLEARANCE AT MANUAL SWINGING DOORS AND GATES



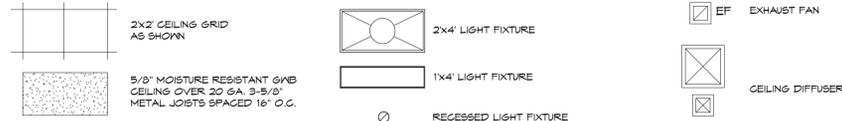
### REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

#### RCP GENERAL NOTES

- REFER TO ROOM FINISH SCHEDULE FOR CEILING HEIGHTS, UNO.
- ACOUSTICAL CEILING TILE GRIDS TO BE CENTER IN SPACE, UNO.
- FIELD VERIFY ALL EXISTING DIMENSIONS.
- LIGHTING LAYOUTS SHOWN IN ARCHITECTURAL REFLECTED CEILING PLAN ARE FOR REPRESENTATIONAL PURPOSES ONLY. SEE ELECTRICAL DRAWINGS FOR LIGHTING LAYOUT AND FIXTURE SPECIFICATIONS.

#### REFLECTED CEILING PLAN LEGEND



### ROOM FINISH SCHEDULE

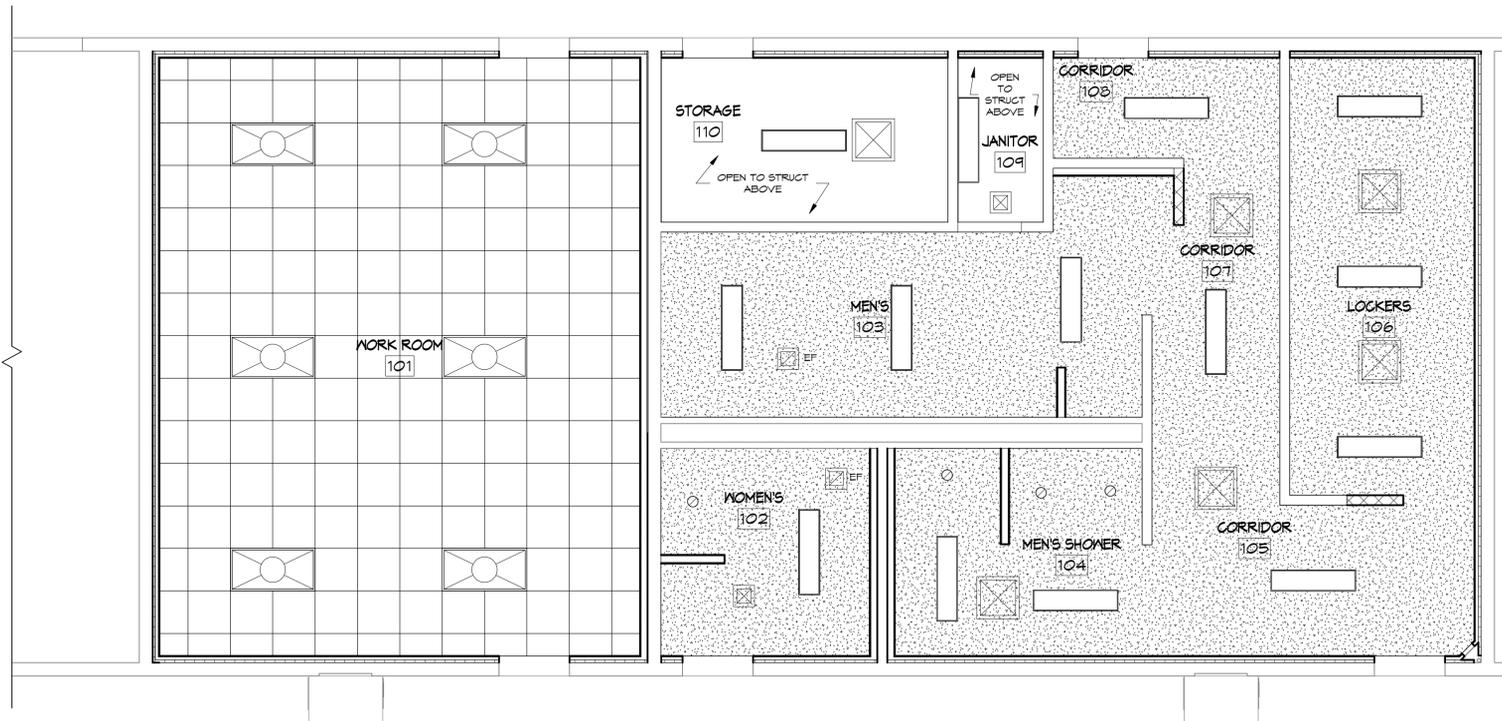
ROOM NUMBER	ROOM NAME	FLOOR MATERIAL	FLOOR FINISH	WALL BASE	NORTH WALL - MATERIAL	NORTH WALL - FINISH	SOUTH WALL - MATERIAL	SOUTH WALL - FINISH	EAST WALL - MATERIAL	EAST WALL - FINISH	WEST WALL - MATERIAL	WEST WALL - FINISH	CEILING FINISH	CEILING HEIGHT	REMARKS
101	WORK ROOM	EXIST CONC	LNF	RB	GWB	PT	GWB	PT	MRSWB	EPOXY PT	GWB	PT	ACT	8'-0"	
102	WOMEN'S	EXIST CONC	POR	POR	EXIST CMU	POR / EPOXY PT	TBB / MRSWB	POR / EPOXY PT	TBB / MRSWB	POR / EPOXY PT	CMU	POR / EPOXY PT	MRSWB	8'-0"	
103	MEN'S	EXIST CONC	POR	POR	EXIST CMU	POR / EPOXY PT	POR / EPOXY PT	POR / EPOXY PT	EXIST CMU	POR / EPOXY PT	EXIST CMU	POR / EPOXY PT	MRSWB	8'-0"	
104	MEN'S SHOWER	EXIST CONC	POR	POR	EXIST CMU	POR	MRSWB	EPOXY PT	EXIST CMU	POR	TBB	POR	MRSWB	8'-0"	
105	CORRIDOR	EXIST CONC	POR	POR	EXIST CMU / CMU	EPOXY PT	MRSWB	EPOXY PT	MRSWB	EPOXY PT	N/A	N/A	MRSWB	8'-0"	
106	LOCKERS	EXIST CONC	POR	POR	MRSWB	EPOXY PT	EXIST CMU / CMU	EPOXY PT	MRSWB	EPOXY PT	EXIST CMU	EPOXY PT	MRSWB	8'-0"	
107	CORRIDOR	EXIST CONC	POR	POR	N/A	N/A	N/A	N/A	EXIST CMU	EPOXY PT	EXIST CMU	EPOXY PT	MRSWB	8'-0"	
108	CORRIDOR	EXIST CONC	POR	POR	MRSWB	EPOXY PT	EXIST CMU	EPOXY PT	EXIST CMU	EPOXY PT	EXIST CMU	EPOXY PT	MRSWB	8'-0"	
109	JANITOR	EXIST CONC	POR	RB	MRSWB	EPOXY PT	EXIST CMU	EPOXY PT	EXIST CMU	EPOXY PT	EXIST CMU	EPOXY PT	OPEN	N/A	
110	STORAGE	EXIST CONC	EXIST	RB (NORTH WALL ONLY)	MRSWB	EPOXY PT	EXIST CMU	EXIST	EXIST CMU	EXIST	EXIST CMU	EXIST	OPEN	N/A	

#### FINISH KEYS:

- FLOORING:**  
 LNF - LAMINATE WOOD FLOORING  
 POR - PORCELAIN TILE
- WALLS:**  
 PT - PAINT  
 EPOXY PT - EPOXY PAINT  
 POR - PORCELAIN TILE  
 CMU - CONCRETE MASONRY UNIT  
 TBB - TILE BACKER BOARD  
 GWB - GYPSUM WALL BOARD  
 MRSWB - MOISTURE RESISTANT GYPSUM WALL BOARD
- BASE:**  
 POR - PORCELAIN TILE  
 RB - RUBBER/VINYL BASE
- CEILING:**  
 ACT - ACOUSTICAL CEILING TILE  
 MRSWB - MOISTURE RESISTANT GYPSUM WALL BOARD, PAINTED

#### ROOM FINISH GENERAL NOTES:

- IN LOCATIONS WHERE TILE AND PAINT IS INDICATED "POR / EPOXY PT" PROVIDE EPOXY PAINT ABOVE TILE.
- REFER TO INTERIOR ELEVATIONS FOR WALL TILE HEIGHT.



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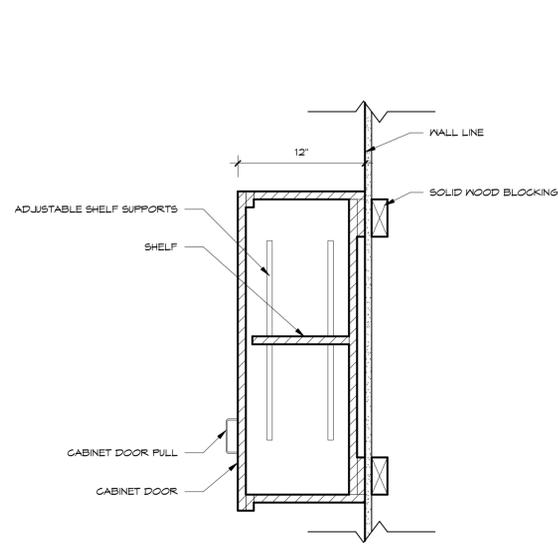
04-21-2023 12-15-2023  
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STATE OF FLORIDA  
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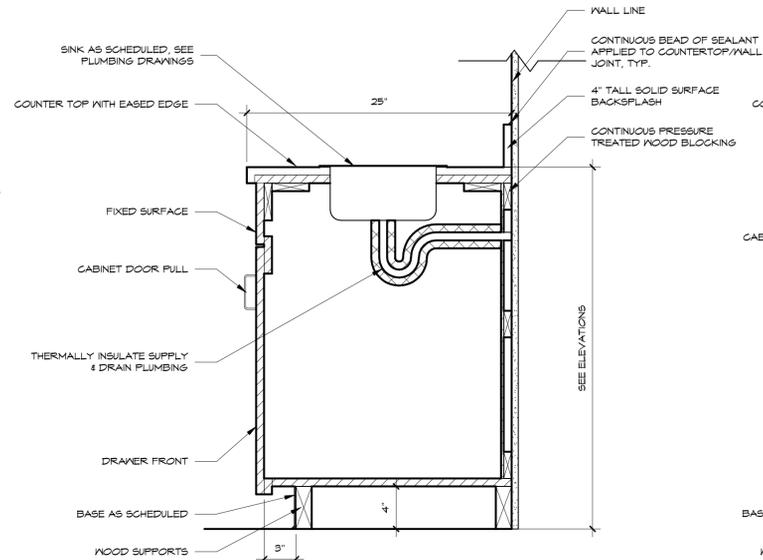
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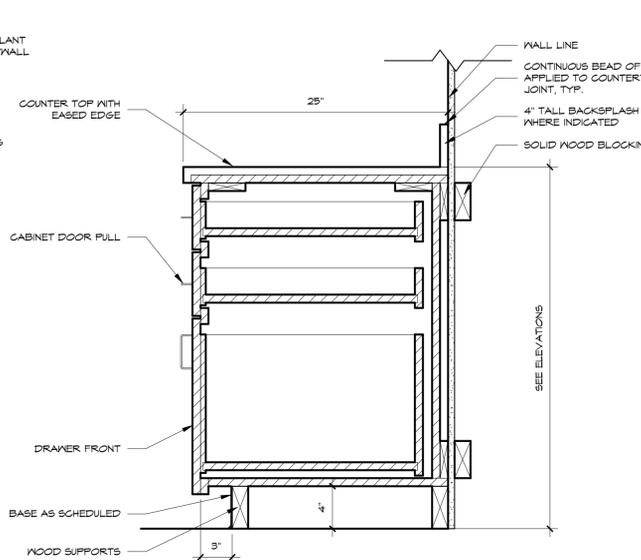
PROJECT NO. 2023-J-195



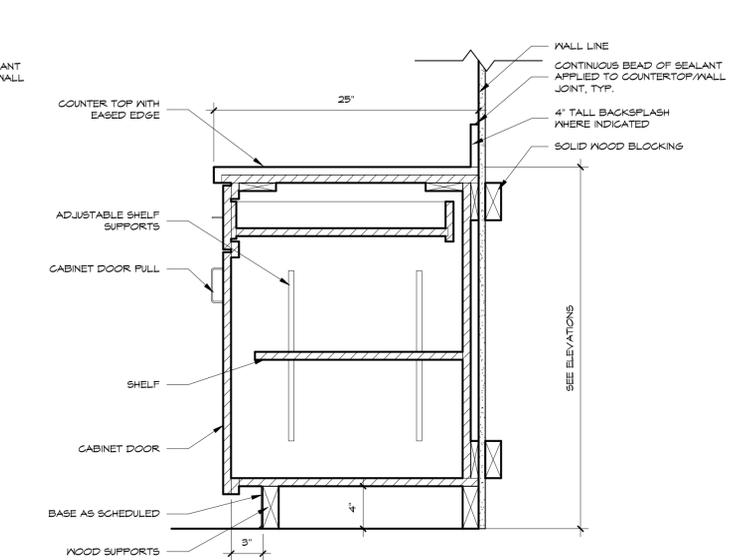
4 CASEWORK - WALL CABINET  
SCALE: 1 1/2" = 1'-0"



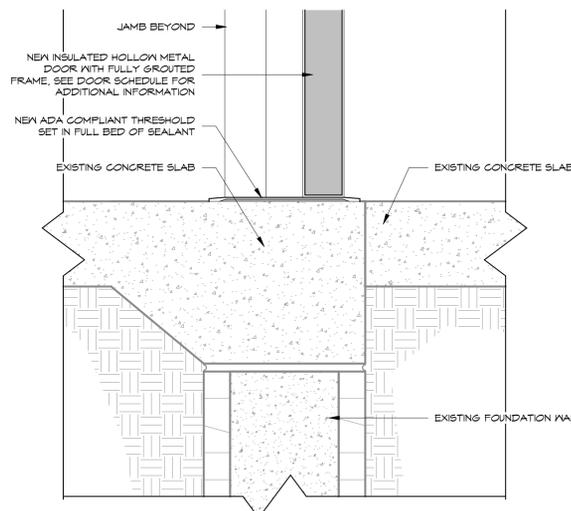
3 CASEWORK - SINK BASE W/ FIXED PANEL  
SCALE: 1 1/2" = 1'-0"



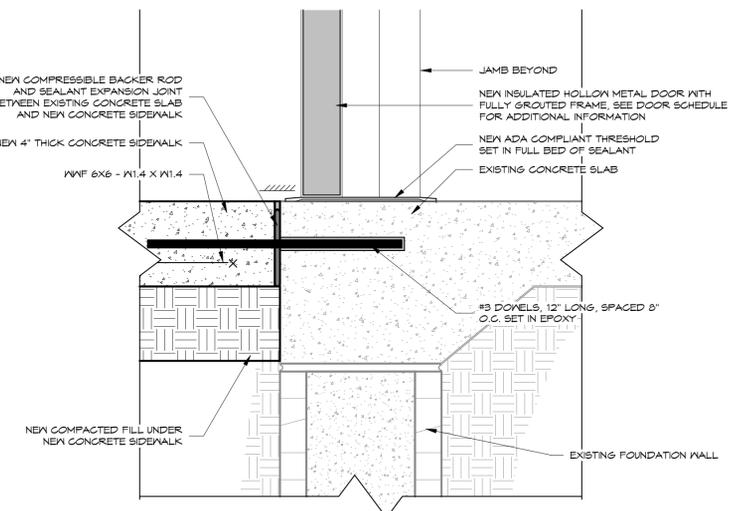
2 CASEWORK - BASE DRAWERS  
SCALE: 1 1/2" = 1'-0"



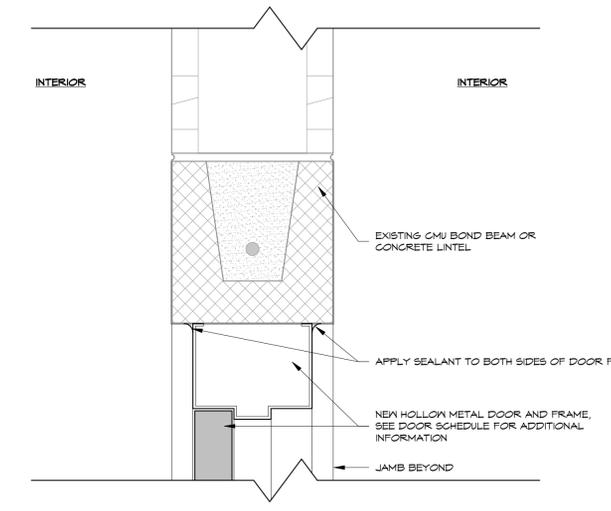
1 CASEWORK - BASE CABINET W/ DRAWER  
SCALE: 1 1/2" = 1'-0"



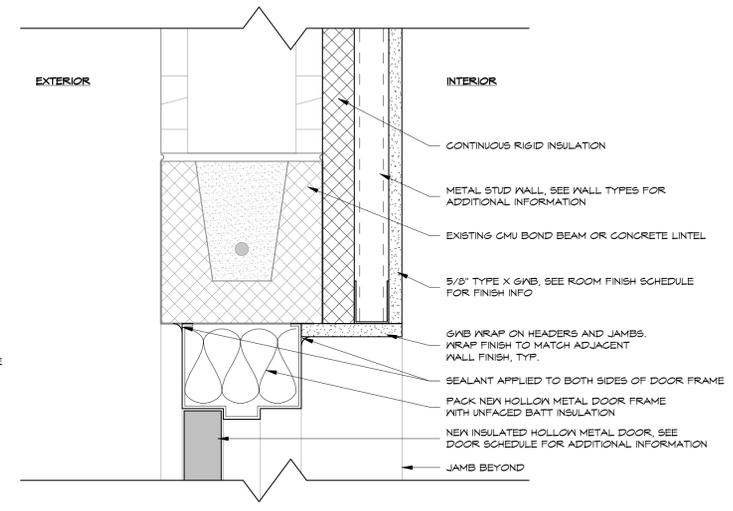
8 HM DOOR THRESHOLD - EXISTING SLABS  
SCALE: 3" = 1'-0"



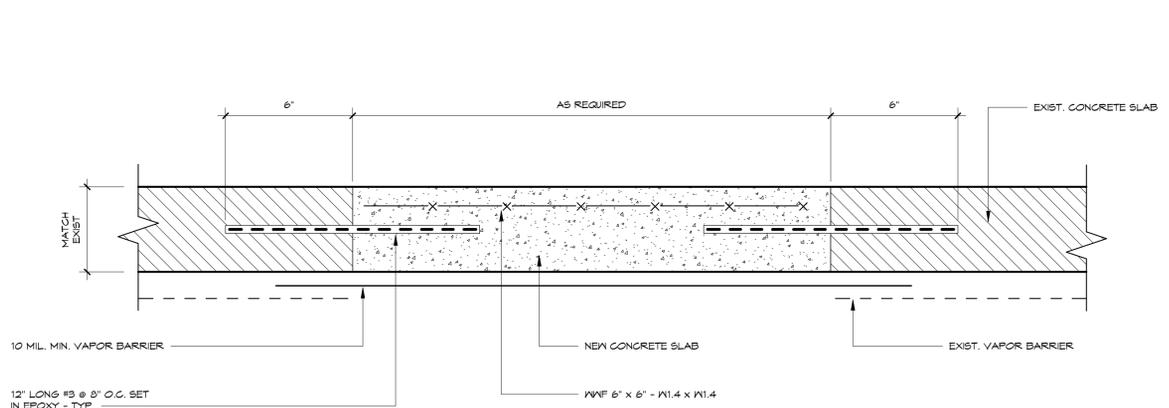
7 HM DOOR THRESHOLD - NEW SIDEWALK  
SCALE: 3" = 1'-0"



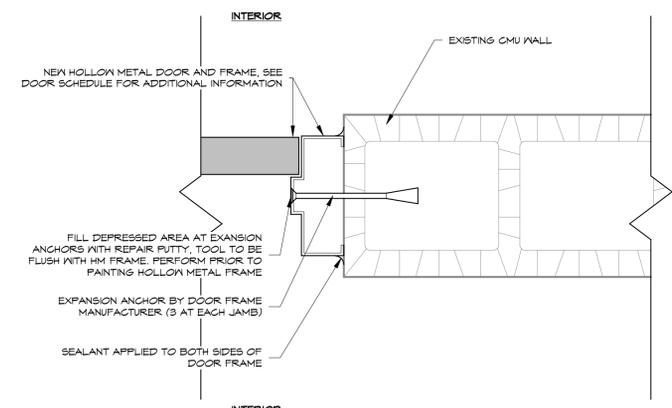
6 HM FRAME HEAD DETAIL - EXISTING CMU INTERIOR  
SCALE: 3" = 1'-0"



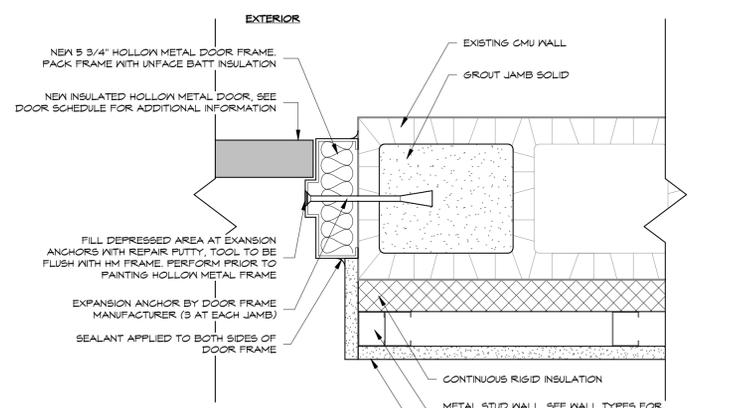
5 HM FRAME HEAD DETAIL - EXISTING CMU EXTERIOR  
SCALE: 3" = 1'-0"



11 SLAB REPAIR  
SCALE: 3" = 1'-0"



10 HM FRAME JAMB DETAIL - EXISTING CMU INTERIOR  
SCALE: 3" = 1'-0"



9 HM FRAME JAMB DETAIL - EXISTING CMU EXTERIOR  
SCALE: 3" = 1'-0"

12/15/2023 9:56:25 AM DETAILS

LEE COUNTY MOSQUITO CONTROL DISTRICT  
BUILDING & RENOVATION  
15154 HOMESTEAD ROAD  
LEHIGH ACRES, FL 33471

ADG ARCHITECTURE, LLC  
ARCHITECTURE • PLANNING • INTERIOR DESIGN

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Fort Charlotte, Florida 33852  
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3820 Colonial Blvd., #100  
Fort Myers, Florida 33906  
Ph: (239) 277-5554 Fax: (239) 277-0741  
AA-26002422

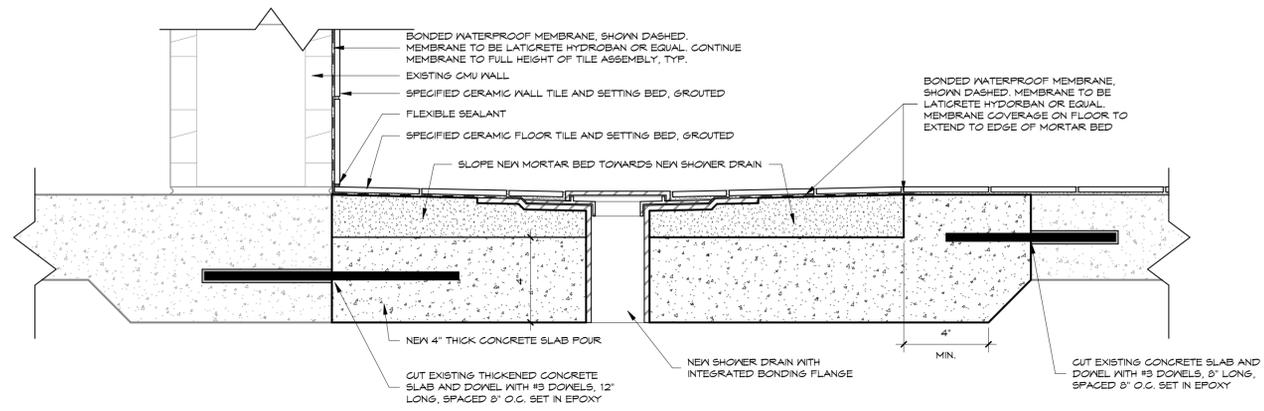
www.adgarchitecture.com

12-15-2023  
ISSUED FOR 100% CD

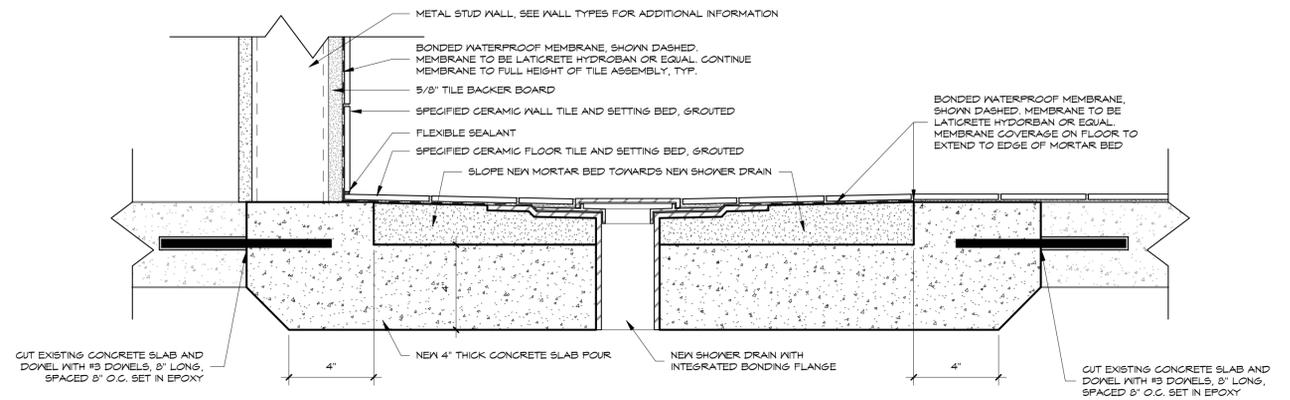
STATE OF FLORIDA  
ROBERT T. TAYLOR  
ARCHITECT  
REGISTERED ARCHITECT  
AR0012668

12-15-2023

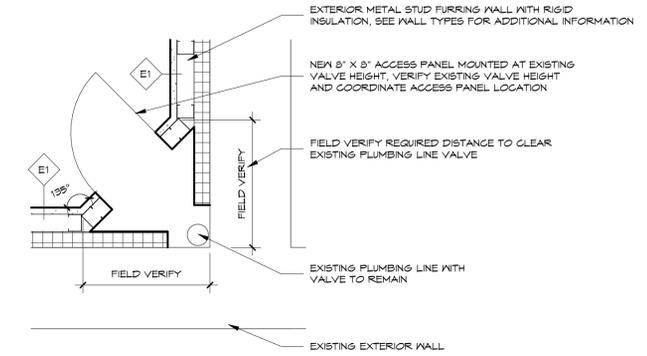
A501  
PROJECT NO. 2023-J-195



2 SHOWER SLAB SLOPING DETAIL - EXISTING CMU WALL  
SCALE : 3" = 1'-0"



1 SHOWER SLAB SLOPING DETAIL - METAL STUD WALL  
SCALE : 3" = 1'-0"



3 EXISTING PLUMBING LINE & VALVE CALLOUT  
SCALE : 1 1/2" = 1'-0"

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ISSUED FOR 100% CD 12-15-2023



ROBERT T. TAYLOR  
AR0012668

12-15-2023

A502

PROJECT NO. 2023-J-195

**Division 0: Bidding Requirements**

**Section 001116 Invitation to Bid**

- A. Bidding requirements shall be as indicated on "Invitation to Bid"
- B. Bid Bond: a bid bond and/or material and labor performance bond is not required for this project.
- C. Proposal Form: Contractor shall submit his bid on his letterhead or standard proposal form. Bids shall include all taxes, permit fees, etc. as required to accomplish the scope of work indicated on the construction documents.
- D. Impact fees required for the project will be paid for by the Owner.
- E. The Contractor shall guarantee that his bid is good for 60 days.

**Section 005200 Contracting Requirements**

- A. Form of agreement: the contract between the Owner and the Contractor shall be in the form of AIA document A101, 2017 edition. The "General Conditions of the Contract for Construction" AIA document A-201, 2017 edition are hereby made part of these specifications.

**Division 1: General Conditions**

**Section 011000 Summary**

- A. Scope of work: scope of work is indicated on drawings and specifications. Before submitting a proposal, the Contractor shall visit site, inspect, and make himself familiar with all existing conditions and site features to arrive at a clear understanding of the conditions under which the work is to be done.

- 1. Contractor shall thoroughly review construction drawings and documents prior to commencing work. The Contractor shall be responsible for coordinating all trades and shall be the ultimate responsible party for failure of any trade or sub-contractor to perform the work as shown herein.
- 2. The Contractor shall conform to all local and federal OSHA requirements during the course of the project.
- B. Allowances: Provide material and labor allowance for the items as listed below.
- C. Unit Prices: Provide material and labor for the following items:
  - 1. 4" reinforced concrete slab per square foot
  - 2. Plywood deck per square foot
- D. Alternates [insert language here]

**Section 012000 Price and Payment Procedures**

- A. Payment: progress payments shall be made on a monthly basis. Application for payment shall be made on AIA document G702, 1992 edition. Prior to commencing work, Contractor shall submit to the owner a schedule of values. Full or partial waivers of lien shall be required prior to application of payment and must be current for the period of payment application. No payment shall be processed without all waivers attached.
- B. Retainage of 10% on each monthly payment application with reduction to 5% at issuance of substantial completion. Final payments will not be processed if final waivers are not submitted for all trades and suppliers. Payment shall not be processed if Architects punch list has not been performed.

**Section 013000 Administrative Requirements**

- A. Project Warranty: The Contractor shall provide a written material and labor guarantee for one year commencing from the time of substantial completion or the Owners acceptance of the work.
- B. Insurance: Contractor shall carry all insurance as mandated by state or federal law including Worker's Compensation. Contractor shall also carry comprehensive liability insurance, builders risk and furnish proof to owner.
- C. Project Schedule: Provide Owner with project schedule indicating key dates including change over from temporary utilities to permanent utilities.

**Section 013300 Submittal Procedures**

- A. Shop drawings, product data, samples, design data, field testing reporting shall be required and submitted to the Architect or Owner's project representative for specific products as indicated herein. Fabrication or delivery of un-approved material shall be done at the Contractors risk. Approved shop drawings shall be kept at the site for referral.)
- B. Prior to submitting submittals for review, the Contractor shall review all submittal documents for accuracy and coordination and place his review approval or approved as noted stamp on the cover sheet.
- C. Submittals shall be delivered to the Architect's office. Digital copies will not be accepted unless previous arrangements have been made.
- D. Engineering Certification: Where indicated herein, submittals shall be certified by a Florida licensed professional engineer.
- E. Schedule submittals to expedite the project, and deliver to Architect and/or Owner at business address. Coordinate submission of related items.

**Section 014000 Quality Requirements**

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

**Section 015000 Temporary Facilities**

- A. The Contractor shall be responsible for obtaining and paying the cost of all temporary facilities, including electrical power, telephone, water, and sanitary facilities until the project is substantially complete. Coordinate with the Owner with transfer of utility accounts.
  - or
- B. The Contractor shall be responsible for obtaining and paying the cost of all temporary facilities as required by county or local ordinance.
- C. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.
  - 1. The Contractor shall, at his own expense, provide and maintain a dumpster at the site and shall remove all rubbish, debris and waste materials away from the project site on a weekly basis or as directed by the Architect.
  - 2. Continuously and daily as the work progresses, each Contractor shall clean up and place in the dumpster provided all rubbish, debris and waste material resulting from the performance of his work.

**Section 017000 Close Out Procedures**

- A. Provide Contractor's 1-year written warranty.
- B. Provide floor elevation certification documenting compliance of minimum floor elevation in flood plain from licensed Florida surveyor.
- C. Demonstrate the operation of all equipment to the Owner's representative.
- D. Furnish original copies of all equipment instructions, manuals, etc. to the Owner.
- E. Test and balance HVAC systems. Provide certification to the Owner.
- F. Provide written warranty for roofing/waterproofing systems.
- G. Provide list of paint color numbers to the Owner.
- H. Substantial Completion: Provide copy of Certificate of Compliance or completion from permitting authority

**Division 2: Existing Conditions**

**Section 024119 Selective Demolition**

- A. Scope: Refer to Contract Drawings for demolition scope. Contractor shall visit the site to determine the actual scope of demolition work required to accomplish the project's intent.
- B. Examination
  - 1. Verify that utilities have been disconnected and capped.
  - 2. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
  - 3. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
  - 4. When anticipated mechanical or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
  - 5. Survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent building during selective demolition operations.
  - 6. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
- C. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Utility Services and Mechanical/Electrical Systems
  - 1. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
  - 2. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 3. Arrange to shut off indicated utilities with utility companies.
  - 4. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 5. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

**Division 3: Concrete**

**Section 033000 Cast in Place Concrete**

- A. Submittals:
  - 1. Design Mixtures: For each concrete mixture.
  - 2. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.
- B. Quality Assurance:
  - 1. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94C 94M requirements for production facilities and equipment.
  - 2. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
  - 3. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - 4. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
  - 5. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
    - a. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
    - b. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
    - c. Building code requirements for reinforced concrete, ACI 318.
    - d. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
    - e. Pre-installation Conference: Conduct conference at Project site.
- C. Products
  - 1. All concrete shall develop a minimum compressive strength of 3000 psi at 28 days unless noted otherwise on structural drawings.
    - a. Portland Cement: ASTM C150, Type I or Type III, gray.
    - b. Cement may be supplemented with Fly Ash, ASTM C618, Class F or C.
    - c. Normal weight aggregates: ASTM C33, graded. Maximum size 1/2" nominal.
    - d. Water, clean and potable.
  - 2. Admixtures - Do not use calcium chloride or admixtures that contain calcium chloride.
    - a. Air Entraining Admixture: ASTM C226

- b. Retarding Admixture: ASTM C 494/C 494M, Type B.
- c. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
- d. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
- e. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
- f. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- 3. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- 4. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets. Lap joints 6 inches.
- 5. Fiber Reinforcement: Synthetic Micro-Fiber: Monofilament polypropylene micro-fibers engineered and tested in accordance with ASTM C 1116C 1116M, Type II, 1/2 to 1-1/2 inches (13 to 38 mm) long.
- 6. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes. Use in cast key ways, pump or elevator pits.
- 7. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick. Lap joints 6 inches and seal with manufacturer's recommended tape. (Duct tape is not permitted)
- 8. Place and protect concrete in hot weather conditions in accordance with ACI 305.
- 9. Bonding agent: acrylic latex emulsion for bonding new concrete to old as manufactured by the following:
  - a. Kneez "Weld-Crete"
  - b. WR Meadows "Intralok"
- 10. Non-shrink grout: premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents as manufactured by the following:
  - a. Dayton Superior "Sure Grip High Performance Grout"
  - b. Master Builders "Masterflow 928 or 715"
- 11. Anchor bolts embedded in concrete shall conform to ASTM A-307, and shall be galvanized.
- 12. Slab edge joint filler: ASTM D1751, pre-mixed asphaltic board, 3/8" or 1/2" thick as detailed.

- D. Concrete Floor/Slab Placing And Finishing
  - 1. Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.1R.
  - 2. Uniformly spread, screed, and float concrete. Do not puncture or damage vapor barrier systems.
  - 3. Coordinate method of slab curing and finishing with specified scheduled floor finish. Do not use curing compounds where resilient or similar membrane flooring systems are to be installed. Perform calcium chloride or other test necessary to determine slab moisture content prior to installation of floor finish.
  - 4. Provide temporary bulkheads where work must be interrupted. Reinforcing steel shall extend into next concrete pour.
  - 5. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or trowel. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch (6 mm) in one direction.
    - a. Apply scratch finish to surfaces to receive concrete floor toppings or to receive mortar setting beds for bonded cementitious floor finishes.
  - 6. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to a power driven float. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.
    - a. Apply float finish to surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
  - 7. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
    - a. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
    - b. Finish and measure surface so gap at any point between concrete surface and an unweveled, freestanding, 10-ft. long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch.
  - 8. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickest or thin-set method. While concrete is still plastic, slightly scurry surface with a fine broom.
  - 9. Broom with flatness and levelness tolerances for trowel-finished floors and surfaces.
  - 10. Comp Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
  - 11. Contrast Joints: Joints in concrete shall be staggered and sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
    - a. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
    - b. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks. Sawcut within 4 hours of curing.

- E. Concrete Protecting and Curing
  - 1. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
  - 2. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lbs/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or dabrtying concrete, but before float finishing.
  - 3. Cure concrete according to ACI 306.1, by one or a combination of the following methods:
    - 4. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
    - 5. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and end lapses at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    - 6. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Reccoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
    - 7. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.
    - 8. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Reccoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

- F. Concrete Sidewalks
  - 1. Concrete sidewalks shall be a minimum of 4" thick. Provide weakened plane (contraction) joints, sectioning into areas as shown on drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness. Joints shall be stopped. Place construction joints at end of placements and at locations where placement operations are troweled for a period of more than 1/2 hour. Provide pre-molded forms and expansion joints and where abutting other structures such as curbs and other fixed objects.
  - 2. Reinforce sidewalks with welded wire mesh. Provide "broom" finish. Fine-hair coarse concrete surface, perpendicular to line of traffic. On inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom.

- G. Concrete Sidewalks
  - 1. Concrete sidewalks shall be a minimum of 4" thick. Provide weakened plane (contraction) joints, sectioning into areas as shown on drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness. Joints shall be stopped. Place construction joints at end of placements and at locations where placement operations are troweled for a period of more than 1/2 hour. Provide pre-molded forms and expansion joints and where abutting other structures such as curbs and other fixed objects.
  - 2. Reinforce sidewalks with welded wire mesh. Provide "broom" finish. Fine-hair coarse concrete surface, perpendicular to line of traffic. On inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom.

**Division 4: Masonry**

**Section 042000 Unit Masonry**

- A. General Requirements: Provide the following for masonry products and systems:
- B. Submittals: Provide product data of each product indicated on drawings and specifications.
  - 1. Provide fire resistance rating data and equivalent thickness calculations where unit masonry is required to provide fire resistance.
  - 2. Provide samples for each type and color of exposed masonry unit and colored mortar.
  - 3. Material Certificates: For each type and size of product indicated. For masonry units include data on material properties.
  - 4. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
  - 5. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109R 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
  - 6. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
  - 7. Provide Florida Product Approval data where required for permitting.
- C. Quality Assurance
  - 1. Masonry Standard: Comply with TMS 406/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.
  - 2. Sample Panels: Build sample panels to verify selections made under sample submittals and to demonstrate aesthetic effects.
  - 3. Build sample panels for each type of exposed unit masonry construction approximately 48 inches x 48 inches x full thickness.
- D. Project Conditions
  - 1. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 406/ASCE 6/TMS 602.
- E. Unit Masonry Products
  - 1. CMU: ASTM C 90
    - a. Unit Compressive Strength: Provide units with minimum average net area compressive strength of 1,500 psi (f'm = 1500 PSI) unless indicated on structural drawings.
    - b. Density Classification: Normal weight, unless otherwise indicated.
    - c. Units shall be 8" x 8" x 16", two hole, square end blocks unless noted otherwise. Units shall have a rough texture for stucco application. Units scheduled to receive paint finish shall be sand finished texture.
    - d. Grout shall be 3,000 psi pea gravel concrete and meet ASTM C-476.
    - e. Steel reinforcing shall be as specified in Division 3. Provide hooked dowels in footings for all vertical reinforcing to be placed in concrete masonry cells. Lap splices 40-bar diameters unless otherwise noted.
      - #5 25.0 inches lap
      - #6 30.0 inches lap
      - #7 35.0 inches lap
      - #8 40.0 inches lap
    - 4. Joint Reinforcing: Provide 9 ga. galvanized ladder style horizontal joint reinforcing at 16" on center vertically. Joint reinforcing shall be placed in the first joint located above the first floor at grade. Provide pre-manufactured corner and wall "T" intersection panels. Lap reinforcing panels a minimum of 6 inches.
    - 5. Mortar and grout materials: Type M or S, comply with ASTM C 270.
      - a. Portland Cement: ASTM C 150, Type I or II. Provide natural color or white cement as required to produce mortar color indicated.
      - b. Hydrated Lime: ASTM C 207, Type S.
      - c. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
      - d. Masonry Cement: ASTM C 91.
      - e. Water: Potable.
      - f. Aggregate for grout: ASTM C 144

- A. General Requirements: Provide the following for masonry products and systems:
- B. Submittals: Provide product data of each product indicated on drawings and specifications.
  - 1. Provide fire resistance rating data and equivalent thickness calculations where unit masonry is required to provide fire resistance.
  - 2. Provide samples for each type and color of exposed masonry unit and colored mortar.
  - 3. Material Certificates: For each type and size of product indicated. For masonry units include data on material properties.
  - 4. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
  - 5. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109R 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
  - 6. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
  - 7. Provide Florida Product Approval data where required for permitting.
- C. Quality Assurance
  - 1. Masonry Standard: Comply with TMS 406/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.
  - 2. Sample Panels: Build sample panels to verify selections made under sample submittals and to demonstrate aesthetic effects.
  - 3. Build sample panels for each type of exposed unit masonry construction approximately 48 inches x 48 inches x full thickness.
- D. Project Conditions
  - 1. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 406/ASCE 6/TMS 602.
- E. Unit Masonry Products
  - 1. CMU: ASTM C 90
    - a. Unit Compressive Strength: Provide units with minimum average net area compressive strength of 1,500 psi (f'm = 1500 PSI) unless indicated on structural drawings.
    - b. Density Classification: Normal weight, unless otherwise indicated.
    - c. Units shall be 8" x 8" x 16", two hole, square end blocks unless noted otherwise. Units shall have a rough texture for stucco application. Units scheduled to receive paint finish shall be sand finished texture.
    - d. Grout shall be 3,000 psi pea gravel concrete and meet ASTM C-476.
    - e. Steel reinforcing shall be as specified in Division 3. Provide hooked dowels in footings for all vertical reinforcing to be placed in concrete masonry cells. Lap splices 40-bar diameters unless otherwise noted.
      - #5 25.0 inches lap
      - #6 30.0 inches lap
      - #7 35.0 inches lap
      - #8 40.0 inches lap
    - 4. Joint Reinforcing: Provide 9 ga. galvanized ladder style horizontal joint reinforcing at 16" on center vertically. Joint reinforcing shall be placed in the first joint located above the first floor at grade. Provide pre-manufactured corner and wall "T" intersection panels. Lap reinforcing panels a minimum of 6 inches.
    - 5. Mortar and grout materials: Type M or S, comply with ASTM C 270.
      - a. Portland Cement: ASTM C 150, Type I or II. Provide natural color or white cement as required to produce mortar color indicated.
      - b. Hydrated Lime: ASTM C 207, Type S.
      - c. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
      - d. Masonry Cement: ASTM C 91.
      - e. Water: Potable.
      - f. Aggregate for grout: ASTM C 144

- A. General Requirements: Provide the following for masonry products and systems:
- B. Submittals: Provide product data of each product indicated on drawings and specifications.
  - 1. Provide fire resistance rating data and equivalent thickness calculations where unit masonry is required to provide fire resistance.
  - 2. Provide samples for each type and color of exposed masonry unit and colored mortar.
  - 3. Material Certificates: For each type and size of product indicated. For masonry units include data on material properties.
  - 4. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
  - 5. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109R 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
  - 6. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
  - 7. Provide Florida Product Approval data where required for permitting.
- C. Quality Assurance
  - 1. Masonry Standard: Comply with TMS 406/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.
  - 2. Sample Panels: Build sample panels to verify selections made under sample submittals and to demonstrate aesthetic effects.
  - 3. Build sample panels for each type of exposed unit masonry construction approximately 48 inches x 48 inches x full thickness.
- D. Project Conditions
  - 1. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 406/ASCE 6/TMS 602.
- E. Unit Masonry Products
  - 1. CMU: ASTM C 90
    - a. Unit Compressive Strength: Provide units with minimum average net area compressive strength of 1,500 psi (f'm = 1500 PSI) unless indicated on structural drawings.
    - b. Density Classification: Normal weight, unless otherwise indicated.
    - c. Units shall be 8" x 8" x 16", two hole, square end blocks unless noted otherwise. Units shall have a rough texture for stucco application. Units scheduled to receive paint finish shall be sand finished texture.
    - d. Grout shall be 3,000 psi pea gravel concrete and meet ASTM C-476.
    - e. Steel reinforcing shall be as specified in Division 3. Provide hooked dowels in footings for all vertical reinforcing to be placed in concrete masonry cells. Lap splices 40-bar diameters unless otherwise noted.
      - #5 25.0 inches lap
      - #6 30.0 inches lap
      - #7 35.0 inches lap
      - #8 40.0 inches lap
    - 4. Joint Reinforcing: Provide 9 ga. galvanized ladder style horizontal joint reinforcing at 16" on center vertically. Joint reinforcing shall be placed in the first joint located above the first floor at grade. Provide pre-manufactured corner and wall "T" intersection panels. Lap reinforcing panels a minimum of 6 inches.
    - 5. Mortar and grout materials: Type M or S, comply with ASTM C 270.
      - a. Portland Cement: ASTM C 150, Type I or II. Provide natural color or white cement as required to produce mortar color indicated.
      - b. Hydrated Lime: ASTM C 207, Type S.
      - c. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
      - d. Masonry Cement: ASTM C 91.
      - e. Water: Potable.
      - f. Aggregate for grout: ASTM C 144

- A. General Requirements: Provide the following for masonry products and systems:
- B. Submittals: Provide product data of each product indicated on drawings and specifications.
  - 1. Provide fire resistance rating data and equivalent thickness calculations where unit masonry is required to provide fire resistance.
  - 2. Provide samples for each type and color of exposed masonry unit and colored mortar.
  - 3. Material Certificates: For each type and size of product indicated. For masonry units include data on material properties.
  - 4. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
  - 5. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109R 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
  - 6. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
  - 7. Provide Florida Product Approval data where required for permitting.
- C. Quality Assurance
  - 1. Masonry Standard: Comply with TMS 406/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.
  - 2. Sample Panels: Build sample panels to verify selections made under sample submittals and to demonstrate aesthetic effects.
  - 3. Build sample panels for each type of exposed unit masonry construction approximately 48 inches x 48 inches x full thickness.
- D. Project Conditions
  - 1. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 406/ASCE 6/TMS 602.
- E. Unit Masonry Products
  - 1. CMU: ASTM C 90
    - a. Unit Compressive Strength: Provide units with minimum average net area compressive strength of 1,500 psi (f'm = 1500 PSI) unless indicated on structural drawings.
    - b. Density Classification: Normal weight, unless otherwise indicated.
    - c. Units shall be 8" x 8" x 16", two hole, square end blocks unless noted otherwise. Units shall have a rough texture for stucco application. Units scheduled to receive paint finish shall be sand finished texture.
    - d. Grout shall be 3,000 psi pea gravel concrete and meet ASTM C-476.
    - e. Steel reinforcing shall be as specified in Division 3. Provide hooked dowels in footings for all vertical reinforcing to be placed in concrete masonry cells. Lap splices 40-bar diameters unless otherwise noted.
      - #5 25.0 inches lap
      - #6 30.0 inches lap
      - #7 35.0 inches lap
      - #8 40.0 inches lap
    - 4. Joint Reinforcing: Provide 9 ga. galvanized ladder style horizontal joint reinforcing at 16" on center vertically. Joint reinforcing shall be placed in the first joint located above the first floor at grade. Provide pre-manufactured corner and wall "T" intersection panels. Lap reinforcing panels a minimum of 6 inches.
    - 5. Mortar and grout materials: Type M or S, comply with ASTM C 270.
      - a. Portland Cement: ASTM C 150, Type I or II. Provide natural color or white cement as required to produce mortar color indicated.
      - b. Hydrated Lime: ASTM C 207, Type S.
      - c. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
      - d. Masonry Cement: ASTM C 91.
      - e. Water: Potable.
      - f. Aggregate for grout: ASTM C 144

**2. Submittals**

- a. Provide manufacturers catalog engineering data which shall include load ratings for gravity, uplift, and lateral loads in units of pounds per linear foot.
- 3. Quality Assurance
  - a. Fabricators Qualifications: Units shall be fabricated by a firm engaged in the manufacturing of precast and prestressed concrete U-limits for a minimum of 5 years. Fabricator shall have a quality assurance program that complies with the procedures of Manual 116 by the Precast/Prestressed Concrete Institute (PCI).
  - b. Plant records of production and quality control shall be kept in accordance with PCI recommendations and made available upon request from the Architect.
- 4. Delivery, Storage, and Handling
  - a. If storage is required prior to erection, take all necessary precautions to provide protection to prevent damage prior to installation. Maintain units free of dirt and airborne pollutants until immediately prior to erection
  - b. Replace all units that are damaged due to mishandling at the jobsite.

**5. Precast concrete U-Limits**

- a. CAST - CRETE USA, Inc. PO Box 24567, Tampa, Florida, 33623. Toll Free (800) 999-4641. Phone (813) 621-4641. Website www.castcrete.com

**6. Materials**

- a. Concrete Materials
  - (1) Portland Cement: ASTM C150 Type I or III, gray color
  - (2) Aggregates: ASTM C33
  - (3) Water: potable
  - (4) Admixtures: Shall not contain calcium chloride or chloride ions
- b. Reinforcing
  - (1) Deformed Reinforcement: ASTM A615 Grade 40 or 60
  - (2) Prestressing Strand: ASTM A416 270 ksi LL
- 7. Fabrication
  - a. Unless specified otherwise, conform to PCI MNL-116.
  - b. All U-limit units that are not prestressed shall be made of concrete with a minimum compressive strength of 4000 psi at 28 days.
  - c. All U-limit units that are prestressed shall be made of concrete with a minimum compressive strength of 6000 psi at 28 days.
  - d. All units shall have a sand block finish except prestressed, 6-inch-wide, 10 inch wide, and 12-inch-wide U-limits may be smooth form finished.
  - e. Tolerances shall be per PCI MNL-116.
  - f. Minor patching in plant is acceptable provided structural adequacy of units is not impaired.

**Division 6: Woods, Plastics, and Composites**

**Section 064116 Plastic-Laminate-Clad Architectural Cabinets**

**A. Summary**

- 1. This section includes the following:
  - a. Plastic-laminate-clad architectural cabinets and casework.
  - b. Cabinet hardware and accessories.
  - c. Wood furring, blocking, shims, and hinging strips for installing plastic-laminate-clad architectural cabinets that are not concealed within other construction.

**2. References**

- a. Architectural Woodwork Institute:
  - (1) AWI - Quality Standards Illustrated

**B. Submittals**

- 1. Shop Drawings: Indicate materials, component profiles and elevations, assembly methods, joint details, fastening methods, accessory listings, hardware location and schedule of finishes.
- 2. Product Data: Submit data for hardware accessories.
- 3. Samples:
  - a. Submit two 8x10 inch size samples, illustrating cabinet finish.
  - b. Submit two 8x10 inch size samples, illustrating countertop finish.
  - c. Submit samples of drawer pulls, and hinges, illustrating hardware finish.

**C. Quality Assurance**

- 1. Manufacturer's Qualifications: AWI's Quality Certification Program licensed participant or AWI's Certified Compliance Program licensed participant.
- 2. Perform work in accordance with AWI (Architectural Woodwork Institute) Architecture Woodwork Quality Standards Illustrated, Custom Grade.
- 3. Maintain (1) one copy of each document on site.

**D. Products**

- 1. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
- 2. Use of urea formaldehyde is prohibited.
- 3. Architectural Woodwork Standards Grade: Custom
- 4. Door and Drawer-Front Style: Flush overlay.
- 5. Hardwood Plywood and Face Veneers:
  - a. Comply with ANSI/HPVA HP-1-2020 American National Standard for Hardwood and Decorative Plywood.
  - b. Use of urea formaldehyde is prohibited.
- 6. High-Pressure Decorative Laminate: NEMA LD-3, grades as required by quality standard.
- 7. Laminate Cladding for Exposed Surfaces:
  - a. Horizontal Surfaces: Grade HGL. Not including counter tops.
  - b. Postformed Surfaces: Grade HGP.
  - c. Vertical Surfaces: Grade HGS.
  - d. Edges: Grade HGS.
- 8. Materials for Semi-Exposed Surfaces: High-pressure decorative laminate, NEMA LD-3, Grade VGCS.

- 9. Drawer Construction: Fabricate with exposed fronts fastened to subfurniture with mounting screws from interior of body.
  - a. Drawer Sides, Backs and Subfurniture: 5/8" Solid-hardwood lumber.
  - b. Drawer Bottoms: 1/2" Hardwood plywood.
  - c. Drawer Fronts: Moisture Resistant Medium Density Fiberboard (MDF).
  - d. Base Cabinet Platform: Nominal 2 inch by 4 inch preservative treated.
  - e. Concealed Material: Any sound, dry solid lumber, plywood or combination thereof, without defects affecting strength, utility or stability.
    - (1) Stiles and rails at cabinet fronts: 1/2" thick core material.

- 10. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirement:
  - a. As selected by Architect from laminate manufacturer's full range.
- E. Wood Materials
  - 1. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
    - a. Wood Moisture Content: 8 to 13 percent.
- F. Cabinet Hardware and Accessories
  - 1. General: Provide cabinet hardware and accessory materials associated with architectural cabinets.
    - a. Hinges: Non-mortise, Institutional, 5-knuckle, dull chrome finish.
    - b. HROD76 Pulls: Wire, Benson 6130-25C-P Brushed Chrome finish.
    - c. Shelf Reels: ANSI/BHMA A156.8, two-pin plastic with shelf hold-down clip.
    - d. Drawer Slides: KV model 8400 medium duty full extension box or file drawer slide.

**G. Miscellaneous Materials**

- 1. Furring, Blocking, Shims and Hanging Strips: Softwood or hardwood lumber (Provide light gauge steel bracing if within partitions), kiln-dried to less than 15 percent moisture content.
- 2. Anchors: Select materials, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- 3. Adhesive for Bonding Plastic Laminate: Ungremented contact cement.

**H. Fabrication</**

3. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257. Proved labeled glazing material.

B. Project Conditions

1. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

C. Coordination

1. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

D. Performance Requirements

1. Exterior Doors to be windborne-debris-impact-resistant doors and frames and shall comply with the current Florida Building Code Product Approvals.
2. Regulatory Requirements: Comply with applicable provisions in the U.S. Department of Justice "2010 ADA Standards for Accessible Design".

E. Materials:

- 1. Steel
a. Cold-rolled steel conforming to ASTM A 1008/A 1008M, CS, Type B.
b. Hot-rolled, pickled and oiled (HRPO) steel conforming to ASTM A 1011/A 1011M, CS, Type B.
c. Zinc-coated steel conforming to ASTM A 653/A 653M, CS, Type B.

F. Products

1. Manufacturers
a. Manufacturers: Subject to compliance with requirements, provide steel doors and frames from a SKI Certified manufacturer: Steelcraft (Basis of Design).
(1) Republic Doors and Frames.
(2) Curries Company.
(3) Steelcraft.

2. Interior Standard Steel Doors

a. Fabricate types, sizes, and construction in accordance with the contract documents, and meeting the performance requirements of specification division 081113 sections A & D.
b. Door face sheet thickness and steel type.

- (1) Interior doors constructed of 0.042 in. (1.06mm) minimum thickness commercial quality steel sheet, free of scale, pitting or surface defects, conforming to: ASTM A 1008/A 1008M for cold-rolled steel; ASTM A 653/A 653M, CS, Type B, Coating Designation A25 (ZF75) for zinc-coated steel; or ASTM A 1011/A 1011M, CS, Type B, for hot-rolled pickled and oiled steel.
(2) Exterior doors constructed of 0.053 in. (1.3 mm) minimum thickness zinc-coated steel conforming to ASTM A 653/A653M, CS Type B, Coating Designation A60 (ZF160) or G60 (Z180).

c. Joint face sheets at their vertical edges by a continuous weld extending the full height of the door, with no visible seams on their faces or vertical edges.
d. Fabricate doors with minimum nominal door thickness of 1.75 in. (44 mm). Fabricate doors neat in appearance and free from warpage or buckle. Bend edges true and straight, and of minimum radius for the thickness of metal used.
e. Hardware Reinforcements and Preparations.

- (1) Weld hardware reinforcements to door.
(2) Mortise, reinforce, drill and tap doors at the factory for templated hardware only, in accordance with the approved hardware schedule and templates provided by the hardware supplier.
(3) Mortise and reinforce doors for anchor hinges, thrust pivots, pivot reinforced hinges, or non-templated hardware. Drilling and tapping, by others.
(4) Reinforce doors for surface mounted hardware or continuous hinges. Drilling and tapping, by others.
(5) Steel thickness for hardware reinforcements to be the manufacturer's standard as required to adequately support the door and hardware, but not less than:
A. Full mortise hinges and pivots: 0.167 in. (4.24 mm) or 0.123 in. (3.12 mm) angle or channel shaped type.
B. Lock fronts, mortised latching devices and strikes: 0.093 in. (2.3 mm) or 0.053 in. (1.34 mm) unitized reinforcement with extruded tapped holes and provide equivalent number of threads as 0.093 in. (2.3 mm).
C. Concealed holders and surface mounted closers: 0.093 in. (2.3 mm).
D. Internal reinforcements for other surface mounted hardware: 0.067 in. (1.7 mm).

3. Hollow Metal Frames:
a. Materials:
(1) Steel
A. Cold-rolled steel conforming to ASTM A 1008/A 1008M, CS, Type B.
B. Hot-rolled, pickled and oiled (HRPO) steel conforming to ASTM A 1011/A 1011M, CS, Type B.
C. Zinc-coated steel conforming to ASTM A 653/A 653M, CS, Type B.

b. Construction:
(1) Fabricate frame product as welded units of the sizes and types shown on the approved submittal drawings. Frame product shall be constructed in accordance with the contract documents and meet the performance requirements of specification division 081113 sections A & D. Knocked-down frames are not acceptable.
(2) Profile thickness and steel type:
A. Interior frame product: Construct profiles of commercial quality steel sheet, free of scale, pitting, or surface defects; cold-rolled steel conforming to ASTM A 1008/A 1008M, zinc-coated steel conforming to ASTM A 653/A 653M, CS, Type B, Coating Designation A25 (ZF75); or hot-rolled, pickled and oiled steel conforming to ASTM A 1011/A 1011M, 0.053 in. (1.3 mm) minimum thickness. Fabricate frame product from 0.067 in. (1.7 mm) minimum thickness for single door openings exceeding 4 ft. (1219 mm) in width, pairs with either door exceeding 4 ft. (1219 mm) in width, pairs with either door exceeding 4 ft. (1219 mm) in width and for normal door opening height exceeding 10 ft. (3048 mm).

c. Welding:
(1) Penimeter face joints (flush or indented): Continuously welded internally or externally with flush face joints finished smooth with seamless faces. Continuously weld internally the rabbets and soffits.
(2) Internal flush face joints: Continuously welded and finished smooth with seamless faces.
(3) Members at internal indented intersections: Securely welded to concealed reinforcements and have hairline face seams.
(4) All other intersection elements: Hairline seams.

A. See NAAMM HMMMA 830, "Hardware Selection for Hollow Metal Doors and Frames" for additional information.
i. Minimum thickness of hardware reinforcements:
a) Full mortised hinges and pivots: 0.167 in. x 1.25 in. x 10 in. length (4.2 mm x 31.7 mm x 254 mm)
b) Strikes: 0.093 in. (2.3 mm) or 0.053 in. (1.3 mm) unitized reinforcement with extruded tapped holes that provide equivalent number of threads as 0.093 in. (2.3 mm).
c) Flush bolts, closers, hold open arms and other surface applied hardware: 0.093 in. (2.3 mm).

Section 087100 Door Hardware:
A. Door Hardware:
1. All hardware shall be lever type, complying with ANSI A117.1-1996, so as to provide access to the physically handicapped.
2. Door locked hardware shall be equivalent to Schlage "ND Series Grade 1 Heavy Duty Commercial" large format cylindrical locks with interchangeable core. Style and finish shall match facility standard.
3. Door hinges (field hung doors) shall be equivalent to Hager or Stanley, minimum of 1 1/2" PR of butts, 4 1/2 inch x 4 1/2 inch. Finish shall be 626.
4. Door closers shall be Norton 8200 series model 8301 ADA compliant, heavy duty, surface mounted, exterior aluminum finish or equivalent LCN 1460 Series, or Stanley D-4550.
5. Miscellaneous hardware, stops, weatherstripping shall be equivalent to Glynn-Johnson Corp., Pemko, Stanley, National Guard Products, and Reese.

a. Keys: Provide two sets of keys for all locksets. Coordinate keying with Owner's keying system.
6. Door hardware is scheduled on drawings.
7. Cylinders to be FSIC style compatible with Owner's keying system.

Division 9: Finishes

Section 092900 Gypsum Board
A. Quality Assurance
1. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
2. Comply with requirements of the Florida Building Code.

B. Products
1. Interior Gypsum Board
a. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.
(1) Manufacturers: Subject to compliance with requirements, provide products by one of the following:
i. American Gypsum Co.
ii. G-P Gypsum
iii. Lafarge North America Inc.
iv. National Gypsum Company.
v. USG Corporation.

b. Regular Type:
(1) Thickness: 5/8 inch (12.7 mm).
(2) Long Edges: Tapered.
c. Type X:
(1) Thickness: 5/8 inch.
(2) Long Edges: Tapered.

d. Special Type X or Type C: Having improved fire resistance over standard Type X, and complying with requirements of fire-resistance-rated assemblies indicated on Drawings.

(1) Thickness: As required by fire-resistance-rated assembly indicated on Drawings.
(2) Long Edges: Tapered.

e. Abuse-Resistant Type: Manufactured to produce greater resistance to surface indentation and through-penetration (impact resistance) than standard, regular-type and Type X gypsum board.
(1) Core: As indicated on Drawings.
(2) Long Edges: Tapered.

f. Moisture- and Mold-Resistant Type: With moisture- and mold-resistant core and surfaces.
(1) Core: 5/8 inch (15.9 mm), Type X.
(2) Long Edges: Tapered.

2. Tile Backing Panels

a. Water-Resistant Gypsum Backing Board: ASTM C 1396/C 1396M.
(1) Manufacturers: Subject to compliance with requirements, provide products by one of the following:
i. American Gypsum Co.
ii. G-P Gypsum
iii. Lafarge North America Inc.
iv. National Gypsum Company.
v. USG Corporation.

(2) Core: 5/8 inch Special Type X as required by fire resistance-rated assembly indicated on Drawings.
b. Cementitious Backer Units: ANSI A108.1
(1) Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
(2) Products: Subject to compliance with requirements, provide one of the following:
i. Custom Building Products; Wonderboard.
ii. FinPan, Inc.; Uni-A-Crete Concrete Backer Board.
iii. USG Corporation; Durock Cement Board.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

(3) Thickness: 5/8".
3. Trim Accessories
a. Interior Trim: ASTM C 1047
(1) Material: Galvanized steel sheet.
(2) Shapes:
i. Cornerbead.
ii. Bullnose bead.
iii. LC-Bead: J-shaped; exposed long flange receives joint compound.
iv. L-Bead: L-shaped; exposed long flange receives joint compound.
v. U-Bead: J-shaped; exposed short flange does not receive joint compound.
vi. Expansion (control) joint.
vii. Curved-Edge Cornerbead: With notches or flexible flanges.

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provide lateral bracing.
b. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch-(50.8-mm)- deep flanges in thickness not less than indicated for studs and fastened to studs, and outer runner sized to friction fit inside runner.

c. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.

(1) Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
(2) Products: Subject to compliance with requirements, provide one of the following:
i. Steel Network Inc
a) VertiClip SLD
b) VertiTrack VTD Series.

ii. Superior Metal Trim: Superior Flex Track System (SFT).

3. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

a. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
b. Products: Subject to compliance with requirements, provide one of the following:
(1) Fire Trak Corp.; Fire Trak
i. Attached to studs with Fire Trak Slip Clip
(2) Metal-Lite, Inc.; The System.

4. Cold-Rolled Channel Bridging: 0.0538-inch (1.37-mm) bare-steel thickness, with minimum 1/2-inch- (12.7-mm)- wide flanges.
a. Depth: 1-1/2 inches (38.1 mm)
5. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
a. Minimum Base Metal Thickness: 20 gage
b. Depth: 7/8 inch (22.2 mm) or 1-1/2 inches (38.1 mm).

Section 093000 Tiling
A. Quality Assurance
1. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
a. Build mockup of each type of floor tile installation.
b. Build mockup of each type of wall tile installation.
c. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

2. Comply with the requirements of the Florida Building Code.
B. Extra materials
1. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering and identified with labels describing contents.
a. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.

C. Products
1. Tile Products
a. ANSI Ceramic Tile Standard: Provide Standard grade tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
2. Tile Type: Unglazed square-edged quarry tile

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
(1) American Olean; Division of Dal-Tile International Inc.
(2) Atlas Minerals & Chemicals, Inc.
(3) Daltile; Division of Dal-Tile International Inc.
(4) Deutsche Steirzeug America, Inc.
(5) Endicott Tile Ltd.; Endicott Clay Products Co.
(6) Florida Brick & Clay Company Inc.
(7) Florida Tile Industries, Inc.
(8) Interoceramic.
(9) Metropolitan Ceramics.
(10) Portobello America, Inc.
(11) Quarry Tile Co.
(12) Seneca Tiles, Inc.
(13) Summittville Tiles, Inc.
(14) Roca Tile Group

b. Face Size:
(1) 6 by 6 inches (152 by 152 mm)
(2) 8 by 3-7/8 inches (203 by 98 mm)
(3) 8 by 8 inches (203 by 203 mm)
c. Thickness
(1) 3/8 inch (9.5 mm)
(2) 1/2 inch (12.7 mm)

d. Wearing Surface:
(1) Nonabrasive, smooth
(2) Abrasive aggregate embedded in surface
e. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:
(1) Base:
i. Coved with surface bullnose top edge
ii. face size - 6 by 6 inches (152 by 152 mm)

3. Tile Type: Decorative thin wall tile
a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
(1) American Marazzi Tile, Inc.
(2) American Olean; Division of Dal-Tile International Inc.
(3) Daltile; Division of Dal-Tile International Inc.
(4) Deutsche Steirzeug America, Inc.
(5) Florida Tile Industries, Inc.
(6) Florim USA.
(7) Laitum.
(8) Grupo Porcelanite.
(9) Portobello America, Inc.
(10) Seneca Tiles, Inc.
(11) Roca Tile Group

b. Module Size:
(1) 4-1/4 by 4-1/4 inches (108 by 108 mm)
(2) 6 by 4-1/4 inches (152 by 108 mm)
(3) 6 by 6 inches (152 by 152 mm)
(4) 200 by 200 mm
(5) 250 by 250 mm
(6) 200 by 300 mm

c. Thickness: 5/16 inch (8 mm).
d. Face:
(1) Plain with modified square edges or cushion edges
(2) Plain with modified square edges
(3) Plain with cushion edges
(4) Pattern of design indicated, with manufacturer's standard edges.

e. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable [and matching characteristics of adjoining flat tile]. Provide shapes as follows, selected from manufacturer's standard shapes:
(1) Base:
i. Coved
ii. Straight
a) Module size
1) 4-1/4 by 4-1/4 inches (108 by 108 mm)
2) 6 by 6 inches (152 by 152 mm)
3) 6 by 3-3/4 inches (152 by 95 mm)

(2) Wainscot Cap:
i. Bullnose cap
ii. Surface bullnose
a) Module size
1) 4-1/4 by 4-1/4 inches (108 by 108 mm)
2) 6 by 6 inches (152 by 152 mm)
3) 6 by 2 inches (152 by 51 mm)

- b) Grout and Tile Grout Sealer.
- c) Grout and Tile Grout Sealer.
- v. Jamo Inc.
  - a) Matte Finish Penetrating Sealer.
  - b) Penetrating Sealer.
- vi. MAPEI Corporation; KER
  - a) 003, Silicone Spray Sealer for Cementitious Tile Grout
  - b) 004, Keraseal Penetrating Sealer for Unglazed Grout and Tile.
- vii. Southern Grouts & Mortars, Inc.; Silicone Grout Sealer.
- viii. Summittile Tiles, Inc.; SI-15, Invisible Seal Penetrating Grout and Tile Sealer.
- ix. TEC, a subsidiary of H. B. Fuller Company
  - a) TA-256 Penetrating Silicone.
  - b) TA-257 Silicone Grout Sealer.

- d. Waterproofing / Crack Isolation Membrane:
  - (1) Products: Subject to compliance with requirements, basis of design not to exclude others.
    - i. Basis of Design:
      - a) Hydro Ban by Laficrete, or equal.

- D. Execution
  - 1. Preparation
    - a. Fill cracks, holes, and depressions in concrete substrates for tile floors with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
    - b. Where indicated, prepare substrates to receive waterproofing by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot (1:50) toward drains.
    - c. Blending: For tile exhibiting color variations, use factory blended tile or blend tiles at Project site before installing.
    - d. Field-Applied Temporary Protective Coating: If indicated under tile type or needed to prevent grout from staining or adhering to exposed tile surfaces, precoat them with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.
  - 2. Installation
    - a. Comply with TCA's "Handbook for Ceramic Tile Installation" for TCA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 Series "Specifications for Installation of Ceramic Tile" that are referenced in TCA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
    - b. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
    - c. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind out edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
    - d. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
    - e. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
      - (1) Ceramic Mosaic Tile: 1/16 inch (1.6 mm).
      - (2) Quarry Tile:
        - i. 1/4 inch (6.35 mm)
        - ii. 3/8 inch (9.5 mm).
      - (3) Paver Tile:
        - i. 1/4 inch (6.35 mm)
        - ii. 3/8 inch (9.5 mm).
      - (4) Glazed Wall Tile: 1/16 inch (1.6 mm).
      - (5) Decorative Thin Wall Tile: 1/16 inch (1.6 mm).
    - f. Lay out the wauncots to dimensions indicated or to next full tile beyond dimensions indicated.
    - g. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
    - (1) Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.
    - (2) Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."

- E. Interior Tile Installation Schedule
  - 1. Interior Wall Installations, Masonry or Concrete:
    - a. Tile Installation W202: Thin-set mortar, TCA W202.
  - 2. Interior Wall Installations, Metal Studs or Furring:
    - a. Tile Installation W244: Thin-set mortar on cementitious backer units or fiber cement underlayment over cleavage membrane; TCA W244.
  - 3. Bathtub/Shower Wall Installations, Metal Studs or Furring:
    - a. Tile Installation B412: Thin-set mortar on cementitious backer units/fiber cement underlayment; TCA B412.
  - 4. Shower Receptor and Wall Installations, Concrete or Masonry:
    - a. Tile Installation B421: Thin-set mortar on waterproof membrane; TCA B421.
  - 5. Shower Receptor and Wall Installations, Metal Studs or Furring:
    - a. Tile Installation B415: Thin-set mortar on cementitious backer units/fiber cement underlayment; TCA B415.

- Section 095113 Acoustic Ceilings
  - A. Acoustic ceilings
    - 1. Manufacturers, ceiling tile
      - a. Armstrong World Industries
      - b. USG Interiors, Inc.
      - c. Celotex
    - 2. Manufacturers, suspension systems
      - a. Armstrong World Industries
      - b. USG Interiors, Inc.
      - c. Rockfon
      - d. National Rolling Mills, Inc.
    - 3. Lay-in tile: 24" x 24" x 5/8", non-directional fissured texture, white color. Similar to USG "Rock Face" acoustic panel.
    - 4. Exposed tee system grid: 24" x 24" medium duty standard metal suspension grid, white, with accessories and hanging wire.

- Section 099113 Exterior Painting
  - A. Delivery, Storage, and Handling
    - 1. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture's label with the following information:
      - a. Product name and type (description).
      - b. Batch date.
      - c. Color number.
      - d. VOC content.
      - e. Environmental handling requirements.
      - f. Surface preparation requirements.
      - g. Application instructions.
    - 2. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
      - a. Maintain containers in clean condition, free of foreign materials and residue.
      - b. Remove rags and waste from storage areas daily.
  - B. Field Conditions
    - 1. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
      - 2. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
    - 3. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
      - a. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.
    - 4. Hazardous Materials: Hazardous materials including lead paint [are] [may be] present in buildings and structures to be painted. A report on the presence of known hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
      - a. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified.
      - b. Perform preparation for painting of substrates known to include lead paint in accordance with EPA Renovation, Repair and Painting Rule and additional requirements of authorities having jurisdiction.
  - C. Products
    - 1. Manufacturers
      - a. Basis-of-Design Product: Subject to compliance with requirements; products indicated or comparable product from one of the following:
        - (1) Sherwin Williams
        - (2) Scott Paint
        - (3) PPG Paints
      - b. Source Limitations: Obtain paint materials from single source from single listed manufacturer.

- (1) Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.
- 2. Paint, General
  - a. Material Compatibility:
    - (1) Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
    - (2) For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and substrate indicated.
- D. Exterior Painting Schedule
  - 1. Concrete Substrates, Nontraffic Surfaces:
    - a. Water-Based Light Industrial Coating System
      - (1) Prime Coat: Primer, water based.
        - i. S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, 5.0 to 10.0 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
      - (2) Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
      - (3) Topcoat: Light industrial coating, exterior, water based eggshell.
        - i. S-W Pro Industrial EG-Shel Acrylic B66-660 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.
      - (4) Topcoat: Light industrial coating, exterior, water based, semi-gloss.
        - i. S-W Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.
      - (5) Topcoat: Light industrial coating, exterior, water based, gloss.
        - i. S-W Pro Industrial Acrylic Gloss Coating, B66-600 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.

- Section 099123 Interior Painting
  - A. Delivery, Storage, and Handling
    - 1. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
      - a. Product name and type (description).
      - b. Batch date.
      - c. Color number.
      - d. VOC content.
      - e. Environmental handling requirements.
      - f. Surface preparation requirements.
      - g. Application instructions.
    - 2. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
      - a. Maintain containers in clean condition, free of foreign materials and residue.
      - b. Remove rags and waste from storage areas daily.
  - B. Field Conditions
    - 1. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
    - 2. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point, or to damp or wet surfaces.
  - C. Products
    - 1. Manufacturers
      - a. Basis-of-Design Product: Subject to compliance with requirements; products indicated or comparable product from one of the following:
        - (1) Sherwin Williams
        - (2) Scott Paint
        - (3) PPG Paints
      - b. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
    - (1) Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

- D. Interior Microbial Painting Schedule
  - 1. Concrete Substrates, Nontraffic Surfaces and Clay Masonry:
    - a. Microbial Latex Finish System: With topcoat EPA registered No. 64695-1.
      - (1) Prime Coat: Primer sealer, latex, interior:
        - i. S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
      - (2) First Coat: Microbial Latex, interior, matching topcoat.
      - (3) Topcoat: Microbial Latex, interior, eggshell:
        - i. S-W Paint Shield Interior Latex Eg-Shel Microbial Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.
    - 2. CMU Substrates:
      - a. Microbial Latex Finish System: With topcoat EPA registered No. 64695-1.
        - (1) Block Filler: One or two coats as required: Block filler, latex, interior/exterior:
          - i. S-W Loxon Block Surfacer, A24W200, at 10.0 mils (0.254 mm) wet, 8.0 mils (0.203 mm) dry, per coat.
        - (2) First Coat: Microbial Latex, interior, matching topcoat.
        - (3) Topcoat: Microbial Latex, interior, eggshell:
          - i. S-W Paint Shield Interior Latex Eg-Shel Microbial Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.

- 3. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.
  - a. Microbial Latex Finish System: With topcoat EPA registered No. 64695-1.
    - (1) Prime Coat: Primer, latex, interior, anti-microbial:
      - i. S-W PrepRite ProBlock Interior/Exterior Latex Primer/Sealer, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry.
    - (2) First Coat: Microbial Latex, interior, matching topcoat.
    - (3) Topcoat: Microbial Latex, interior, eggshell:
      - i. S-W Paint Shield Interior Latex Eg-Shel Microbial Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.
- 4. Gypsum Board, Plaster and Spray-Texture Ceiling Substrates:
  - a. Microbial Latex Finish System: With topcoat EPA registered No. 64695-1.
    - (1) Prime Coat: Primer, latex, interior:
      - i. S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
    - (2) First Coat: Microbial Latex, interior, matching topcoat.
    - (3) Topcoat: Microbial Latex, interior, eggshell:
      - i. S-W Paint Shield Interior Latex Eg-Shel Microbial Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.
- E. Interior Painting Schedule
  - 1. Concrete Substrates, Nontraffic Surfaces and Clay Masonry:
    - a. Latex System:
      - (1) Prime Coat: Primer, latex, interior.
        - i. S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
      - (2) Intermediate Coat: Latex, interior, matching topcoat.
      - (3) Topcoat: Latex, interior, flat.
        - i. S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
      - (4) Topcoat: Latex, interior, low sheen.
        - i. S-W ProMar 200 Zero VOC Latex Low Sheen Eg-Shel, B24-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
      - (5) Topcoat: Latex, interior, eggshell.
        - i. S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.
      - (6) Topcoat: Latex, interior, semi-gloss.
        - i. S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
      - (7) Topcoat: Latex, interior, gloss.
        - i. S-W ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.

- b. Water-Based Light Industrial Coating System:
  - (1) Prime Coat: Primer sealer, latex, interior:
    - i. S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
  - (2) Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
  - (3) Topcoat: Light industrial coating, interior, water based, eggshell:
    - i. S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
  - (4) Topcoat: Light industrial coating, interior, water based, semi-gloss:
    - i. S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
- c. Two-Component Epoxy and Epoxy High Build Systems for Non-Traffic Surfaces: Refer to Section 099600 "High-Performance Coatings." Concrete Stain System (Water-based) for Vertical Surfaces:
  - (1) First Coat:
    - i. S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
  - (2) Second Coat:
    - i. S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).

- 2. Concrete Substrates, Pedestrian Traffic Surfaces:
  - a. Latex Floor Enamel System:
    - (1) First Coat: Floor paint, latex, slip-resistant, matching topcoat.
    - (2) Topcoat: Floor paint, latex, slip-resistant, low gloss: S-W ArmorSeal Tread-Plex, B90 Series, at 1.5 to 2.0 mils (0.038 to 0.051 mm) dry per coat.
  - b. Clear Acrylic System, Gloss Finish:
    - (1) First Coat:
      - i. S-W H&C ClariShield Water-Based Wet-Lock Concrete Sealer, at 100 to 200 sq. ft. per gal. (2.45 to 4.91 sq. m per liter).
    - (2) Second Coat:
      - i. S-W H&C ClariShield Water-Based Wet-Lock Concrete Sealer, at 100 to 200 sq. ft. per gal. (2.45 to 4.91 sq. m per liter).
  - c. Concrete Stain System (Water-based):
    - (1) First Coat: Low-luster opaque finish:
      - i. S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
    - (2) Second Coat: Low-luster opaque finish:
      - i. S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
  - d. Epoxy and Urethane Coatings: Refer to Section 099600 "High-Performance Coatings."
  - e. Epoxy- and Urethane- Based Aggregate-Filled Floor Surfacing: Refer to Section 09 67 23 "Resinous Flooring."

- 3. CMU Substrates:
  - a. Latex System:
    - (1) Block Filler: Block filler, latex, interior/exterior:
      - i. S-W PrepRite Block Filler, B25W25, at 75-125 sq. ft. per gal. (1.84 to 3.07 sq. m per liter).
    - (2) Intermediate Coat: Latex, interior, matching topcoat.
    - (3) Topcoat: Latex, interior, flat.
      - i. S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
    - (4) Topcoat: Latex, interior, low sheen:
      - i. S-W ProMar 200 Zero VOC Latex Low Sheen Enamel, B24-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
    - (5) Topcoat: Latex, interior, eggshell:
      - i. S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.
    - (6) Topcoat: Latex, interior, semi-gloss:
      - i. S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
    - (7) Topcoat: Latex, interior, gloss:
      - i. S-W ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
  - b. Water-Based Light Industrial Coating System:
    - (1) Block Filler: Block filler, latex, interior/exterior:
      - i. S-W PrepRite Block Filler, B25W25, at 75-125 sq. ft. per gal. (1.84 to 3.07 sq. m per liter).
    - (2) Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    - (3) Topcoat: Light industrial coating, interior, water based, eggshell:
      - i. S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
    - (4) Topcoat: Light industrial coating, interior, water based, semi-gloss:
      - i. S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
  - c. Concrete Stain System (Water-based):
    - (1) First Coat:
      - i. S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
    - (2) Second Coat:
      - i. S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
  - d. Two-Component Epoxy and Epoxy High Build Systems for Non-Traffic Surfaces: Refer to Section 099600 "High-Performance Coatings."
  - e. Epoxy and Urethane Coatings: Refer to Section 099600 "High-Performance Coatings."
- 4. Metal Substrates (Aluminum, Steel, Galvanized Steel):
  - a. Latex System:
    - (1) Prime Coat: Primer, rust-inhibitive, water based:
      - i. S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
    - (2) Intermediate Coat: Water-based acrylic, interior, matching topcoat.
    - (3) Topcoat: Water-based acrylic, semi-gloss:
      - i. S-W Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.
    - (4) Topcoat: Water-based acrylic, gloss:
      - i. S-W Pro Industrial Acrylic Gloss Coating, B66-660 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.
  - b. Water-Based Dry-Fall System:
    - (1) Top Coat: Dry-fall latex, flat:
      - i. S-W Pro Industrial Waterborne Acrylic Dryfall Flat, B42-181 Series, at 6.0 mils (0.152 mm) wet, 1.5 mils (0.038 mm) dry.
    - (2) Top Coat: Dry-fall latex, eggshell:
      - i. S-W Pro Industrial Waterborne Acrylic DryFall Eg-Shel, B42-82, at 6.0 mils (0.152 mm) wet, 1.9 mils (0.048 mm) dry.
    - (3) Top Coat: Dry-fall latex, semi-gloss:
      - i. S-W Pro Industrial Waterborne Acrylic DryFall Semi-Gloss, B42-83, at 5.8 mils (0.147 mm) wet, 2.3 mils (0.058 mm) dry.
  - c. Water-Based Light Industrial Coating System:
    - (1) Prime Coat: Primer, rust-inhibitive, water based:
      - i. S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
    - (2) Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    - (3) Topcoat: Light industrial coating, interior, water based, eggshell:
      - i. S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
    - (4) Topcoat: Light industrial coating, interior, water based, semi-gloss:
      - i. S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

- i. S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
- d. Two-Component Epoxy and Epoxy High Build Systems: Refer to Section 099600 "High-Performance Coatings."
- e. Waterbased/Alkyd Urethane System:
  - (1) Prime Coat:
    - i. S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
  - (2) Intermediate Coat: Water-based acrylic-alkyd, interior, matching topcoat.
  - (3) Topcoat: Water-based alkyd-urethane, semi-gloss, interior:
    - i. S-W Pro Industrial Waterbased Alkyd Urethane Semi-Gloss, B53-1150 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.
  - (4) Topcoat: Water-based alkyd-urethane, gloss, interior:
    - i. S-W Pro Industrial Waterbased Alkyd Urethane Gloss, B53-1050 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.
- 5. Gypsum Board, Plaster, and Spray-Texture Ceiling Substrates:
  - a. Latex System:
    - (1) Prime Coat: Primer, latex, interior:
      - i. S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
    - (2) Intermediate Coat: Latex, interior, matching topcoat.
    - (3) Topcoat: Latex, interior, flat:
      - i. S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
    - (4) Topcoat: Latex, interior, low sheen:
      - i. S-W ProMar 200 Zero VOC Latex Low Sheen Enamel, B24-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
    - (5) Topcoat: Latex, interior, eggshell:
      - i. S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.
    - (6) Topcoat: Latex, interior, semi-gloss:
      - i. S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
    - (7) Topcoat: Latex, interior, gloss:
      - i. S-W ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
  - b. Water-Based Light Industrial Coating System:
    - (1) Prime Coat: Primer sealer, latex, interior:
      - i. S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
    - (2) Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    - (3) Topcoat: Light industrial coating, interior, water based, eggshell:
      - i. S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
    - (4) Topcoat: Light industrial coating, interior, water based, semi-gloss:
      - i. S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
  - c. Two-Component Epoxy and Epoxy High Build Systems for Non-Traffic Surfaces: Refer to Section 099600 "High-Performance Coatings."

- Division 10: Specialties
  - Section 102115 Plastic Toilet Compartments
    - A. Summary
      - 1. Section includes solid plastic toilet compartments and urinal screens.
    - B. Submittals
      - 1. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall, floor and ceiling supports, door swings.
      - 2. Product Data: Submit data on panel construction, hardware, and accessories.
      - 3. Samples: Submit (2) two 2 x 2 inch size samples illustrating panel finish, color, and sheen.
    - C. Coordination
      - 1. Coordinate Work with placement of support framing and anchors in wall.
    - D. Products
      - 1. Solid Plastic Toilet Compartments
        - a. Manufacturers listed below not to exclude other meeting the requirements of these specifications:
          - (1) Scranton Products
        - b. Product Description:
          - (1) Toilet Compartments: Floor mounted overhead braced, floor anchored.
          - (2) Urinal Screens: Wall anchored.

**GENERAL ELECTRICAL NOTES AND REQUIREMENTS**

1. **GENERAL INSTALLATION REQUIREMENTS:**
- A. THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH THE 2020 FLORIDA BUILDING CODE, THE FLORIDA FIRE PREVENTION CODE (SEVENTH EDITION) WITH CHAPTER 69A-60 APPLICABLE NFPA CODES WHICH INCLUDES THE 2017 NEC (NFPA - 70) AND THE 2018 LIFE SAFETY CODE (NFPA - 101) FLORIDA EDITION.
- THE INSTALLATION OF THE SYSTEMS SHALL BE IN ACCORD WITH THE MATERIALS AND METHODS INDICATED IN THE PLANS AND SPECIFICATIONS. ANY DESIRED DEVIATIONS SHALL BE SUBMITTED (IN WRITING) TO AND APPROVED BY THE ENGINEER. IF NOT INCLUDED IN THE SUBMITTALS AND NOT SPECIFICALLY REQUESTED, MATERIALS AND METHODS SHALL BE PROVIDED PER PLANS AND SPECIFICATIONS.
- THE CODES REPRESENT THE MINIMUM INSTALLATION CRITERIA FOR THE PROJECT. IT IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO ADHERE TO THE DESIGN DOCUMENTS SO LONG AS THEY DO NOT INDICATE INSTALLATIONS THAT WILL PRESENT CODE VIOLATIONS. NO ADDITIONAL CHARGES WILL BE APPROVED OR ACCEPTED TO CHANGE THE INSTALLATION IN ORDER TO COMPLY WITH CODE OR TO RETROFIT ANY WORK THAT WAS INSTALLED IN VIOLATION OF A CODE.
- B. WORK SHALL INCLUDE ALL LABOR, MATERIALS, PERMITS AND COSTS FOR INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM.
- THE CONTRACTOR SHALL APPLY FOR AND OBTAIN SEPARATE PERMITS FOR THE LOW VOLTAGE SYSTEMS TO BE INSTALLED AS PART OF THE ELECTRICAL SYSTEM. THIS INCLUDES (BUT IS NOT LIMITED TO) FIRE ALARM, TELEPHONE, INTERCOM, ACCESS CONTROL, SECURITY, AND OTHER SIMILAR SYSTEMS.
- C. IT IS NOT THE PURPOSE OF THESE PLANS TO SHOW ALL DETAILS OF CONSTRUCTION, ONLY THE INTENT. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR THE PURCHASE AND INSTALLATION OF ALL ITEMS SUCH AS HARDWARE, J-BOXES, CONDUITS AND FITTINGS, ETC., AS NECESSARY FOR A COMPLETE ELECTRICAL SYSTEM IN WORKING ORDER.
- D. CONTRACTOR IS RESPONSIBLE FOR PROVIDING COMPLETE BIDS BASED UPON THE ENTIRE SET OF CONSTRUCTION DOCUMENTS. THIS EXTENDS TO ALL DEVICES INDICATED ON PLANS AND ALL EQUIPMENT REQUIRED TO SUPPORT THOSE DEVICES. IF FOR ANY REASON, THE INTENT OF THE ENGINEER, ARCHITECT OR CLIENT IS UNCLEAR THEN THE CONTRACTOR IS TO GET CLARIFICATION PRIOR TO PROVIDING A BID. IF THE CONTRACTOR FAILS TO DO SO, THE CONTRACTOR SHALL BE REQUIRED TO ASSUME ANY ADDITIONAL COSTS INVOLVED IN REALIZING THE INTENT OF THE ENGINEER, ARCHITECT, OR CLIENT.
- E. ALL EQUIPMENT, FIXTURES, ETC., SHALL BE STARTED, TESTED, ADJUSTED AND PLACED IN SATISFACTORY OPERATING CONDITION BY THIS CONTRACTOR WHO SHALL GUARANTEE ALL WORKMANSHIP, MATERIALS AND EQUIPMENT TO BE FREE OF DEFECTS FOR A PERIOD OF (1) ONE YEAR FROM DATE OF OWNER ACCEPTANCE, AND SHALL REPAIR SUCH DEFECTS WITHOUT COST TO THE OWNER. ALL EQUIPMENT SHALL BE COVERED FOR THE DURATION OF THE MANUFACTURER'S GUARANTEE OR WARRANTY, AND THIS CONTRACTOR SHALL FURNISH THE OWNER WITH ALL MANUFACTURER'S GUARANTEES AND WARRANTIES.
- F. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH OTHER PARTIES FOR INSTALLATION OF ALL DEVICES. THIS SHALL INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:
- LIGHT FIXTURES AND DEVICES ON INTERIOR AND EXTERIOR OF BUILDING WITH COUNTER TOPS, FURNITURE, WALL FINISHES/CONSTRUCTION, ETC.
  - LIGHT FIXTURES AND DEVICES ON SITE WITH EXISTING/NEW UTILITIES, BUILDINGS/STRUCTURES, PLANTINGS, ETC.
  - ANY INTER-CONNECTIONS BETWEEN ANY OF THE TRADES (HVAC, PLUMBING, FIRE ALARM, FIRE PROTECTION, ARCHITECTURE, ETC.).
- G. THE ELECTRICAL, HVAC, PLUMBING, FIRE PROTECTION & GENERAL CONTRACTORS SHALL STRICTLY ADHERE TO THE FOLLOWING ITEMS WHEN DEALING WITH ELECTRICAL CLEARANCES:
- NO PIPING OF ANY KIND, OR DUCTWORK, SHALL BE INSTALLED ABOVE AN ELECTRICAL SWITCHBOARD OR PANELBOARD. THIS AREA TO REMAIN CLEAR FROM THE EQUIPMENT TO 25' ABOVE OR TO THE BOTTOM OF THE STRUCTURAL SLAB OR FLOOR.
  - A CLEARANCE OF 36" MINIMUM SHALL BE MAINTAINED IN FRONT OF ELECTRICAL EQUIPMENT FOR A WIDTH OF 30" OR THE ENTIRE WIDTH OF THE EQUIPMENT (WHICHEVER IS LARGER), AND FROM FLOOR TO SLAB EQUIPMENT OVER 1200 AMPS OR 6 FEET OR GREATER IN WIDTH WITH OVERCURRENT DEVICES REQUIRES A 72" CLEARANCE.
- I. DO NOT SCALE THE ELECTRICAL DRAWINGS, REFER TO THE ARCHITECTURAL PLANS FOR EQUIPMENT LOCATIONS, CABINETRY, CEILING GRIDS, DOOR SWINGS, ETC.
- J. UNLESS NOTED OTHERWISE, ALL EXIT AND EMERGENCY LIGHTS ARE TO BE CONNECTED TO THE "HOT" (BEFORE ANY SWITCHES) SIDE OF THE CIRCUIT WHICH SUPPLIES NORMAL POWER TO AREA LIGHTING.
- K. THE ELECTRICAL CONTRACTOR SHALL GROUND THE TELEPHONE/CATV TERMINAL BOARDS/PANELS IN ACCORDANCE WITH N.E.C. 800.100/820.100.
- L. **NOTICE TO CONTRACTOR:** REVISIONS TO THESE DRAWINGS AND CERTIFICATION THERETO, WHICH MAY BE REQUIRED BY THE APPLICABLE INSPECTION AUTHORITY, BECAUSE OF CONTRACTOR (OR "OTHERS") OPTED REVISIONS SHALL BE COMPENSATED TO THE ENGINEER/S BY THE REQUESTING CONTRACTOR. PAYMENT WILL BE REQUIRED AT TIME OF CERTIFICATION DELIVERY.
- M. WITHIN 30 DAYS OF PROJECT COMPLETION, RECORD DRAWINGS (AS BUILT) OF THE PROJECT BE PROVIDED BY THE CONTRACTOR/S AND SUBMITTED TO THE OWNER. THESE SHALL INCLUDE (MINIMALLY) A SINGLE LINE POWER RISER, PANEL SCHEDULES AND FLOOR PLANS. IN ADDITION OWNER COPIES OF OPERATIONS MANUALS FOR ALL EQUIPMENT REQUIRING SERVICE WITH NAMES AND ADDRESS, AND, CONTACT FOR QUALIFIED SERVICE AGENCY/S.
- IT IS HERE NOTED THAT IF THERE ARE NO CONSTRUCTION OBSERVATION ("CO") TRIPS PERFORMED BY THE ENGINEER/S OF RECORD THERE WILL BE NO CERTIFIED PLANS ("AS BUILT") PROVIDED BY THE ENGINEER/S OF RECORD.

2. **SUBMITTALS**
- A. SHOP DRAWINGS SHALL BE PROVIDED FOR ALL ELECTRICAL EQUIPMENT THAT IS TO BE USED ON THIS PROJECT WHETHER OR NOT THE EQUIPMENT IS SPECIFICALLY SPECIFIED IN THESE DOCUMENTS. THIS INCLUDES (BUT IS NOT LIMITED TO) DISTRIBUTION EQUIPMENT, LIGHT FIXTURES, WIRING DEVICES, METERING, CONDUCTORS, CONDUITS, FITTINGS, BOXES, GROUNDING METHODS, ETC.. SHOP DRAWINGS SHALL BE REQUIRED PRIOR TO ORDERING OR ANY INSTALLATION OF EQUIPMENT. ANY EQUIPMENT NOT INCLUDED IN THE SHOP DRAWING SUBMITTALS, SHALL BE PROVIDED PER THE PLANS AND SPECIFICATIONS.
- B. SUBMITTALS ARE TO BE TOTAL & COMPLETE. INCOMPLETE OR PIECEMEAL SHOP DRAWINGS WILL NOT BE REVIEWED UNTIL ALL SUBMITTALS ARE PROVIDED. ALL EQUIPMENT (INCLUDING ANY/ALL OPTIONS) SHALL BE CLEARLY SELECTED/INDICATED ON THE CUTSHEETS INCLUDED IN THE SUBMITTAL.
- C. SUBMITTALS SHAL BE PROVIDED IN PDF FORMAT.
- D. SHOP DRAWINGS SUBMITTED BY WAY OF AN ELECTRONIC PROJECT MANAGEMENT SYSTEM ARE NOT ACCEPTABLE.
3. **WIRING & WIRING METHODS**
- A. ALL CONDUCTORS SHOWN ARE TO BE COPPER WITH THHN/THWN, 75°C INSULATION, UNLESS NOTED OTHERWISE.
- B. ALL WIRING DEVICE, EQUIPMENT TERMINALS, SPLICING SYSTEMS, ETC. SHALL BE RATED FOR 75°C CONDUCTORS.
- C. MINIMUM WIRE SIZE TO BE #12 Cu., MINIMUM CONDUIT SIZE IS TO BE 1/2". 20 AMP, 120 VOLT CIRCUITS SHALL HAVE CONDUCTORS SIZED PER LENGTH OF RUN (UNO): 55' OR LESS = #12 Cu; 55' - 95' = #10 Cu; 95' - 145' = #8 Cu THESE SIZES PERTAIN TO THE HOT, NEUTRAL, AND GROUND CONDUCTORS.

- D. AS DESIGNED, THE SYSTEM VOLTAGE DROPS ARE LESS THAN 2% FOR FEEDERS AND 3% FOR THE BRANCH CIRCUITS.
- E. RUN ONE EMPTY 3/4" EMT CONDUIT TO ACCESSIBLE CEILING SPACE FOR EACH (4) "SPARE" OR "SPACES" INDICATED ON ALL FLUSH MOUNTED PANELS.
- F. ALL ELECTRICAL CONDUITS NOT CONTAINING SPECIFIED CONDUCTORS SHALL HAVE A PULL WIRE INSTALLED
- G. WIRING TO BE:
- EMT CONDUIT AND CONDUCTORS ABOVE GROUND
  - PVC CONDUIT AND CONDUCTORS UNDERGROUND AND IN SLAB
  - MC CABLE FOR 20 AMP, 120 OR 277 VOLT CIRCUITRY. ALL OTHERS CIRCUIT IN CONDUIT AS ABOVE.
  - EMT CONDUITS ARE NOT ALLOWED UNDER ANY CIRCUMSTANCE.
  - UNO - NO ALUMINUM CONDUITS OR CABLES ARE ALLOWED.
- H. CONTRACTOR SHALL RUN FULL SIZED NEUTRALS FOR ALL CIRCUITS THAT REQUIRE NEUTRALS. IF MULTI-WIRE BRANCH CIRCUITS ARE USED FOR COST SAVINGS, THIS SHALL BE STATED IN THE BID AND MULTI-POLE CIRCUIT BREAKERS SHALL BE UTILIZED PER NFPA 70.210.4. ANY CIRCUITS WITH DIMMING ON THEM SHALL HAVE FULL SIZED, DEDICATED NEUTRALS INSTALLED, NO EXCEPTIONS.

- I. ALL CONNECTIONS TO EQUIPMENT SUBJECT TO VIBRATIONS (TRANSFORMERS, MOTORS, AIR HANDLERS, ETC) ARE TO BE MADE USING FLEXIBLE CONDUITS; DRY LOCATIONS: LIQUID TIGHT FLEXIBLE METAL CONDUIT "LMC" (STEEL) WET LOCATIONS: LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT "LMC-B" (PVC) WITH SMOOTH WALLS. ALUMINUM VERSIONS ARE NOT PERMITTED.
- J. CABLING SHALL BE IDENTIFIED USING SELF-ADHESIVE LABELING. MATERIAL SHALL BE PERMANENTLY FLEXIBLE AND LAMINATED WITH CLEAR, ALL-WEATHER, CHEMICAL & UV RESISTANT FILM. EDGES SHALL BE TAPED WITH MATCHING TAPE TO PROTECT LABEL EDGES. VERBAGE SHALL BE PRE PRINTED BY MACHINE. LABELS SHALL BE AFFIXED AT EVERY LOCATION ACCESSIBLE.
- POWER CONDUCTORS SHALL HAVE ADHESIVE TYPE WRAP LABELS APPLIED INDICATING PANEL & CIRCUIT OF ORIGIN.
  - LOW VOLTAGE CABLING SHALL HAVE ADHESIVE TYPE WRAP LABELS APPLIED INDICATING TERMINATING DEVICE NUMBER.
- L. INSULATED CONDUCTORS SIZES #6 AND SMALLER SHALL HAVE FACTORY COLOR CODED INSULATION. SIZES #4 AND LARGER MAY BE EITHER FACTORY CODED OR CODED BY TAPE. COLOR TAPE SHALL BE APPLIED TO ALL CONDUCTORS AT 5' INTERVALS, WITH 6" (MINIMUM) "SWATCHES." COLORING SHALL BE AS FOLLOWS:
- BY PHASE - BLACK/RED/BLUE  
N/B(G) - WHITE/GREEN
- M. COLOR CODING AND MARKING TAPE SHALL BE 3 MIL, SELF-ADHESIVE, 1 TO 2 INCHES WIDE.
- N. CONTRACTOR SHALL LABEL ALL JUNCTION BOXES CONTAINING POWER CABLING WITH THE PANEL & CIRCUIT OF ORIGIN OF EACH CONDUIT WITHIN THE BOX. LABELING SHALL BE VIA PERMANENT BLACK MARKER & STENCIL WITH 1/4" LETTERING.

4. **EQUIPMENT**
- A. NO "WAFER" OR "PIGGYBACK" BREAKERS PERMITTED.
- B. A/C AIR HANDLER AND CONDENSING UNIT CIRCUIT BREAKERS MUST BE UL LISTED AS "HACR" RATED IN ORDER TO USE NON-AUTO DISCONNECTS AT HVAC EQUIPMENT. BRANCH CIRCUIT BREAKERS AT DISTRIBUTION PANEL SHALL BE INSTALLED IN ACCORDANCE WITH THE EQUIPMENT NAME PLATE REQUIREMENTS.
- C. ELECTRICAL EQUIPMENT SHALL BE IDENTIFIED USING ENGRAVED, LAMINATED ACRYLIC OR MELAMINE LABELS PREPUNCHED OR PREDRILLED FOR RIVETING TO EQUIPMENT. WHITE LETTERS ON A DARK GRAY BACKGROUND WITH MINIMUM LETTER SIZE TO BE 3/8".
- ALL EQUIPMENT LISTED AS NEMA 1 OR LOCATED INSIDE OF BUILDING/STRUCTURE (NOT IN A CLASSIFIED AREA) SHALL HAVE IDENTIFICATION LABEL RIVETED TO ENCLOSURE. LABEL SHALL BE AS ABOVE EXCEPT WITH MINIMUM 1/2" LETTER HEIGHT.
- ALL EQUIPMENT LISTED OTHER NEMA 1 SHALL HAVE STENCIL TYPE LABEL PAINTED ONTO ENCLOSURE. LETTERING TO BE 1" (MINIMUM) IN HEIGHT AND BE OF CONTRASTING COLOR OF ENCLOSURE.
- D. PANEL SCHEDULES SHALL BE MACHINE PRINTED WITH EACH CIRCUIT CLEARLY IDENTIFIED. THE SCHEDULE SHALL (AT MINIMUM) CONTAIN THE FOLLOWING INFORMATION: CIRCUIT DESIGNATION (INCLUDING "SPARE" OR "SPACE"); PANEL DESIGNATION; SERVICE/FEEDER ORIGIN; SIZE OF SERVICE/FEEDER CONDUCTORS; VOLTAGE; PHASE; AND BUS SIZE.
- THE ELECTRICAL CONTRACTOR SHALL UPDATE THE DIRECTORY OF ANY EXISTING PANEL BEING USED FOR THIS RENOVATION. THE NEW DIRECTORY SHALL INCLUDE ALL INFORMATION AS PREVIOUSLY REFERENCED AND SHALL INCLUDE ACCURATE BRANCH CIRCUIT DESCRIPTIONS OF EXISTING BRANCH CIRCUITS. THE ELECTRICAL CONTRACTOR SHALL TRACE EXISTING CIRCUITRY AS NECESSARY TO PROVIDE THE NEW AND ACCURATE DIRECTORY.
- E. WHERE PROVIDED, SURGE SUPPRESSORS SHALL BE INSTALLED SUCH THAT THE CONDUCTORS BETWEEN THEIR POINT OF CONNECTION AND THE SURGE SUPPRESSOR SHALL NOT EXCEED 18" IN LENGTH OR PER THE MANUFACTURER'S INSTRUCTIONS, WHICHEVER IS LESS. THE CONTRACTOR SHALL RELOCATE SURGE SUPPRESSORS, THE SUPPLYING BRANCH CIRCUIT BREAKER, OR BOTH SO AS TO SATISFY THIS REQUIREMENT.
- F. SEE THE PANEL SCHEDULES FOR THE AIC RATING REQUIRED AT EACH PANEL. IF NOT INDICATED, THE AIC RATING OF BRANCH CIRCUIT BREAKERS SHALL BE 10,000 AMPS (THE MINIMUM RATING AVAILABLE) FOR MAIN LUG PANELS. FOR THE PURPOSES OF THESE PLANS, THE EQUIPMENT IS TO BE FULLY RATED.
- G. ALL NEMA 1 PANELS SPECIFIED TO BE "PANEL BOARD" CONSTRUCTION SHALL BE PROVIDED WITH DOOR TYPE COVERS. THE FRONT COVER SHALL BE HINGED WITH CONTINUOUS PIANO HINGES AND LOCKING LATCHES FOR BOTH THE INTERIOR AND EXTERIOR DOOR.
- H. UNO, ALL BUSSING (INCLUDING GROUND AND NEUTRAL BARS) IS TO BE COPPER.

5. **WIRING DEVICES**
- A. WALL SWITCHES SHALL BE DECORA TYPE.
- B. RECEPTACLES SHALL BE STANDARD TYPE.
- C. ELECTRICAL DEVICES AND COVER PLATES ARE TO BE WHITE IN COLOR.
- D. COVER PLATES FOR ELECTRICAL DEVICES ARE TO BE:
- DEVICE COVER PLATES TO BE UNBREAKABLE NYLON SAME MFRG AS DEVICE.

6. **NOTES**
1. VERIFY ROUGH-IN LOCATIONS, TYPE OF CONNECTION, AND AMPACITY REQUIRED FROM APPLICABLE EQUIPMENT DRAWINGS PRIOR TO INSTALLING ANY CONDUIT, CONDUCTORS, OR BOXES. THIS EQUIPMENT IS FURNISHED AND PHYSICALLY INSTALLED BY "OTHERS". ALL ELECTRICAL CONNECTIONS EXTERNAL TO THE EQUIPMENT SHALL BE MADE BY THE ELECTRICAL CONTRACTOR. WIRE, CONDUIT, LUGS, RECEPTACLES, PIG TAILS, DISCONNECTS, AND ETC., AS MAY BE REQUIRED SHALL BE FURNISHED BY THE ELECTRICAL CONTRACTOR. \*\*NOTE: INCLUDE WORSE CONDITION IN FRING.

**LIGHT FIXTURE SCHEDULE**

TYPE	DESCRIPTION	LUMENS	POWER (VA)	CCT (°K)	VOLTAGE (V)	MANUFACTURER	MODEL
A	1'X4' FLAT PANEL LED, PROVIDE DRYWALL MOUNTING FLANGE.	3,000	25.2	3,500	120	METALUX	14-FPX-30-LB35 DF-14W-U
B	2'X4' FLAT PANEL LED.	4,700	43.2	3,500	120	METALUX	24-FPX-34-LB35
C	4' LED WRAP, FROSTED DIFFUSER, WHITE FINISH, CEILING MOUNTED.	3,600	32.8	3,500	120	METALUX	4-SWLED-36SL-LW-UNV-LB35-CD-1
D	6" LED DOWNLIGHT, WET LOCATION LISTED.	1,500	14.5	3,500	120	HALO	HM6-0525-835 61PS-MD-W
EM	EMERGENCY LIGHT (2) AIMABLE LED HEADS, 6 VOLT, SURFACE MOUNT, WHITE ALL PLASTIC HOUSING.				120/277	SURE-LITES	SEL-17
EX	EXIT SIGN, STENCIL FACE, UNIVERSAL MOUNT, RED L.E.D. LAMPS, EMERGENCY BATTERY PACK, WHITE PLASTIC HOUSING.				120/277	SURE-LITES	LPX-7
EXM	COMBINATION EMERGENCY/EXIT LIGHT SIMILAR TO ABOVE.				120/277	SURE-LITES	LPXC-25
X1	2'X4' LED FLAT PANEL.		50.0		120		
X2	4' FLUORESCENT STRIP, (2) T12 LAMPS.		88.0		120		
X3	4' FLUORESCENT STRIP, (1) T12 LAMP.		44.0		120		
X4	2'X4' FLUORESCENT GRID TROFFER, (2) T12 LAMPS.		88.0		120		
X5	2'X2' FLUORESCENT GRID TROFFER, (2) T12 U-LAMPS.		88.0		120		

- NOTES**
1. STARTUP AND COMMISSIONING OF ALL LIGHTING SYSTEM CONTROLS (DIMMING & OCCUPANCY SENSORS) SHALL BE PERFORMED BY FACTORY TRAINED PERSONNEL WHO ARE FAMILIAR WITH THE OPERATION OF THE RESPECTIVE SYSTEMS. TRAINING SHALL BE PROVIDED TO OWNER'S STAFF SUCH THAT THE STAFF WILL BE FLUENT IN THE SYSTEMS OPERATION, MAINTENANCE, ALTERATION, ETC.
2. CONTRACTOR TO PROVIDE PRICING BASED UPON THE SPECIFIED LIGHT FIXTURES. ALTERNATE FIXTURES WILL BE CONSIDERED DURING THE NORMAL COURSE OF SHOP DRAWING REVIEW. CUTSHEETS MUST INCLUDE INFORMATION TO BE ABLE TO COMPARE CONSTRUCTION, "GRADE," LAMPING, VOLTAGE, FINISHES, GENERAL APPEARANCE, DIMENSIONS, LENSING, ACCESSORIES, AND PHOTOMETRY TO THE SPECIFIED FIXTURES. ANY FIXTURE NOT MEETING THE DESIGN CRITERIA SHALL BE REJECTED. THE CONTRACTOR HAS SIXTY (60) DAYS FROM AWARD OF PROJECT TO SUBMIT LIGHT FIXTURE SHOP DRAWINGS AND GET THOSE SHOP DRAWINGS APPROVED. IF THE CONTRACTOR FAILS TO OBTAIN APPROVED SHOP DRAWINGS WITHIN THIS TIME PERIOD, THE CONTRACTOR SHALL PROVIDE THE FIXTURES AS SPECIFIED.

**ELECTRICAL SYMBOL LEGEND**

- LIGHT FIXTURES - SEE LIGHT FIXTURE SCHEDULE FOR SPECIFICATIONS
- RECESSED/SURFACE MOUNTED LIGHT FIXTURE
- CEILING MOUNT LIGHT FIXTURE: DOWNLIGHT, CYLINDER, PENDANT, ETC.
- EXIT LIGHT FIXTURE, MOUNT SUCH THAT TOP OF THE SIGN IS NO HIGHER THAN 6"8" ABOVE THE DOOR.
- EMERGENCY LIGHT FIXTURE
- COMBINATION EMERGENCY LIGHT AND EXIT LIGHT FIXTURE

**LINE VOLTAGE LIGHTING CONTROLS**

- WALL BOX MOUNT MOTION DETECTOR CONTROL, 20A, 120/277 VAC (AS REQUIRED). (X) DENOTES TECHNOLOGY. INSTALL AT 48" AFF TO C.L. (U.N.O.). CONFIGURE SUCH THAT SWITCH IS MANUAL ON (PUSHBUTTON) AND AUTO OFF (SENSOR).
- R - INFRA-RED SENSORSWITCH #WSX-SA  
D - 1/R & MICROPHONIC - SENSORSWITCH #WSX-PDT-SA  
F - INFRA-RED WITH (2) POLES OF SWITCHING (FAN/LIGHT); CONFIGURE FAN POLE TO REMAIN ON FOR 15 MINUTES MINIMUM; LIGHT POLE MAY BE TURNED OFF MANUALLY OR BY VACANCY - SENSORSWITCH #WSX-2P-FAN

**LOW VOLTAGE LIGHTING CONTROLS**

- LOW VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR. REQUIRES USE OF SENSORSWITCH PP20 SERIES POWER PACK. (X) DENOTES TECHNOLOGY:
- R - 450 sf INFRA-RED - SENSORSWITCH #CM-9  
D10 - 2400 sf INFRA-RED - SENSORSWITCH #CM-10  
D - 450 sf 1/R & MICROPHONIC - SENSORSWITCH #CM-PDT-9  
R10 - 2400 sf 1/R & MICROPHONIC - SENSORSWITCH #CM-PDT-10  
RH - HIGHBAY ISLE INFRA-RED - SENSORSWITCH #MMSO  
RH - HIGHBAY INFRA-RED - SENSORSWITCH #CM6
- 20 AMP POWER MODULE FOR USE WITH LOW VOLTAGE OCCUPANCY SENSORS. "X" DENOTES NUMBER OF RELAYS:
- R - SINGLE RELAY - SENSORSWITCH #PP20  
R2 - TWO RELAYS - SENSORSWITCH #PP20-2P  
E - UL924 EMERGENCY RELAY, 16 AMP, 120/277 VOLT - SENSORSWITCH #PP16SHUNT-EFP
- LOW VOLTAGE WALL SWITCH FOR USE WITH OCCUPANCY SENSOR'S MANUAL ON AND AUTO OFF FUNCTION. - SENSORSWITCH SPOD SERIES. PROVIDE CONFIGURATIONS (INCLUDING MULTI-LOCATION CONTROL) AS REQUIRED BY PLANS. (#) DENOTES NUMBER OF ZONES CONTROLLED BY SWITCH: BLANK=1, 2, OR 4. (X) DENOTES CONTROL TYPE: BLANK=ON/OFF ONLY, D=ON/OFF/RAISE/LOWER, S=SCENE CONTROL WITH ON/OFF/RAISE/LOWER FOR EACH SCENE.

**NOTES & LINEWORK**

- A-1,3,5 - PANEL AND CIRCUIT NUMBER DESIGNATION.
- A-1 LIGHT FIXTURE DESIGNATION LEGEND:
- A-1 PANEL/CIRCUIT DESIGNATION  
o/a/b SWITCHING CONTROL DESIGNATION  
C FIXTURE DESIGNATION (SEE SCHEDULE)  
EM/EX FIXTURE DESIGNATION (SEE SCHEDULE)  
NL INDICATES 24 HOUR OPERATION SWITCHED AT PANEL. PROVIDE BREAKER RATED FOR SWITCHING DUTY
- # SPECIFIC NOTE RELATIVE TO SINGLE CALL OUT, SEE SPECIFIC NOTE LEGEND, THESE NOTES ARE PROJECT WIDE.
- # KEY NOTE, SEE KEY NOTES ON EACH SHEET, THESE NOTES ARE ONLY APPLICABLE TO THOSE SHEETS ON WHICH THEY APPEAR.
- CONDUIT RUN (CONCEALED)  
- - - CONDUIT RUN (IN SLAB OR GRADE)  
--- LOW VOLTAGE WIRING

**ELECTRICAL DEVICES**

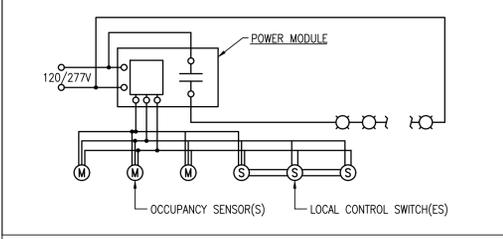
- RECEPTACLE, WALL DUPLEX, 120V, SPECIFICATION GRADE, 20 AMP. INSTALL AT 18" AFF TO C.L. (U.N.O.).
- CGFI TYPE RECEPTACLE, WALL DUPLEX, 120V, SPECIFICATION GRADE, 20 AMP. INSTALL AT 18" AFF TO C.L. (U.N.O.).
- RECEPTACLE, WALL DOUBLE DUPLEX, 120V, SPECIFICATION GRADE, 20 AMP. INSTALL AT 18" AFF TO C.L. (U.N.O.).
- "WP" SIGNIFIES A WEATHERPROOF WEATHER RESISTANT CGFI RECEPTACLE, WALL DUPLEX, 120 VAC, SPECIFICATION GRADE, 20 AMP. UNO, PROVIDE WITH A METALLIC, "EXTRA DUTY," IN-USE TYPE, WET LOCATION LISTED COVER PLATE.
- RECEPTACLE, WALL MOUNTED, SPECIAL PURPOSE, 24V, AMPACITY RATING TO MATCH BRANCH CIRCUIT. (VERIFY HEIGHT)
- MOTOR DISCONNECT SWITCH, DEAD FRONT MOLDED CASE SWITCH (IF 60 AMPS OR LESS) NON-PROTECTED, NEMA 1 NEMA 3R AS REQUIRED.
- POWER PANEL (FLUSH/SURFACE) SEE SCHEDULES
- EXHAUST FAN. IF NOT ON FIXTURE SCHEDULE, FAN PROVIDED AND INSTALLED BY MECHANICAL, CONNECTED BY ELECTRICAL.

**ABBREVIATIONS**

A/C	AIR CONDITIONING	LT/S	LIGHT/S
AC	ALTERNATING CURRENT	LV	LOW VOLTAGE
AFF/G	ABOVE FINISH FLOOR/GRADE	MC	METAL CLAD CABLE
AIC	AMPS INTERRUPTING CAPACITY	MS	MOTION SWITCH
ATS	AUTOMATIC TRANSFER SWITCH	N1	NEMA 1 (INDOOR ENCLOSURE)
B	BOND	N3R	NEMA 3R (RAIN TIGHT ENCLOSURE)
CB	CIRCUIT BREAKER	N/NEUT	NEUTRAL
Cu	COPPER	NP	NON-PROTECTED
DISC	DISCONNECT	OC	OVER COUNTER
EF	EXHAUST FAN	O/H	OVER HEAD
EM	EMERGENCY	P	POWER
EMT	ELECTRICAL METALLIC TUBING (THIN WALL)	RECEPT	RECEPTACLE/S
EX	EXIT	S/N	SOLID NEUTRAL
FPL	FLORIDA POWER & LIGHT	SPD	SURGE PROTECTION DEVICE
FS	FUSED SWITCH	SWB	SWITCH BOARD
G	GROUND	XFMR	TRANSFORMER
GCO	GROUNDING CONVENIENCE OUTLET	UC	UNDER COUNTER
GF/GFCI	GROUND FAULT CIRCUIT INTERRUPTER	UNO	UNLESS NOTED OTHERWISE
HGT	HEIGHT	UG	UNDERGROUND
HTR	HEATER	UL	UNDERWRITERS LABORATORIES
KVA	KILOVOLT AMPERE	WP	WEATHER PROOF
KW	KILOWATT	WR	WEATHER RESISTANT

**LIGHT CONTROL DETAIL**

THIS SCHEMATIC IS BASED UPON SPECIFIC DEVICES. SUBSTITUTION OF EQUIPMENT MAY REQUIRE MODIFICATION. HOWEVER, THIS "SYSTEM" IS INTENDED TO PROVIDE AUTOMATIC SHUT OFF OF ALL LIGHT FIXTURES DURING PERIODS OF UNOCCUPANCY. ANY SUBSTITUTED SYSTEMS WILL BE REQUIRED TO DUPLICATE THIS FUNCTION. NO EMERGENCY FIXTURES, 24 HOUR LIGHTS, TIME CLOCKS, CONTACTORS OR EXIT SIGNAGE IS TO BE CONNECTED THROUGH THIS SYSTEM. SEE MANUFACTURER'S WIRING DETAILS FOR FURTHER INSTRUCTIONS.



**SPECIFIC NOTES**

2. VERIFY ROUGH-IN LOCATIONS, TYPE OF CONNECTION, AND AMPACITY REQUIRED FROM APPLICABLE EQUIPMENT DRAWINGS PRIOR TO INSTALLING ANY CONDUIT, CONDUCTORS, OR BOXES. THIS EQUIPMENT IS FURNISHED AND PHYSICALLY INSTALLED BY "OTHERS". ALL ELECTRICAL CONNECTIONS EXTERNAL TO THE EQUIPMENT SHALL BE MADE BY THE ELECTRICAL CONTRACTOR. WIRE, CONDUIT, LUGS, RECEPTACLES, PIG TAILS, DISCONNECTS, AND ETC., AS MAY BE REQUIRED SHALL BE FURNISHED BY THE ELECTRICAL CONTRACTOR. \*\*NOTE: INCLUDE WORSE CONDITION IN FRING.

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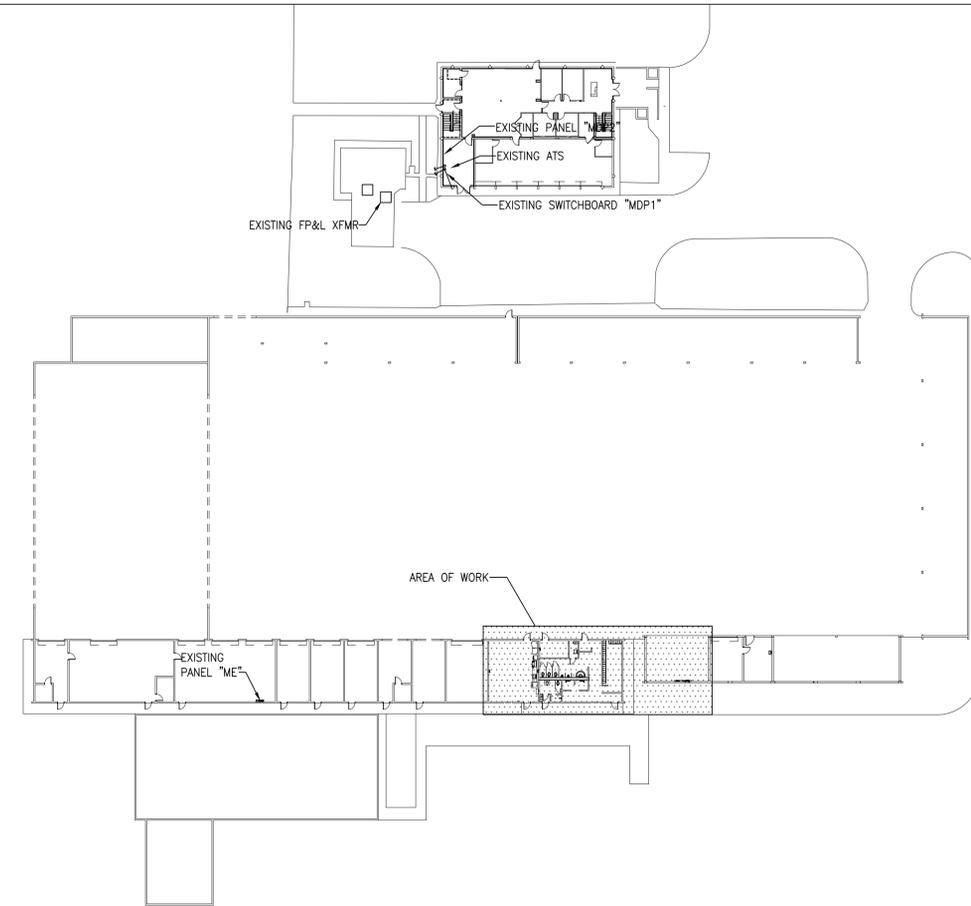
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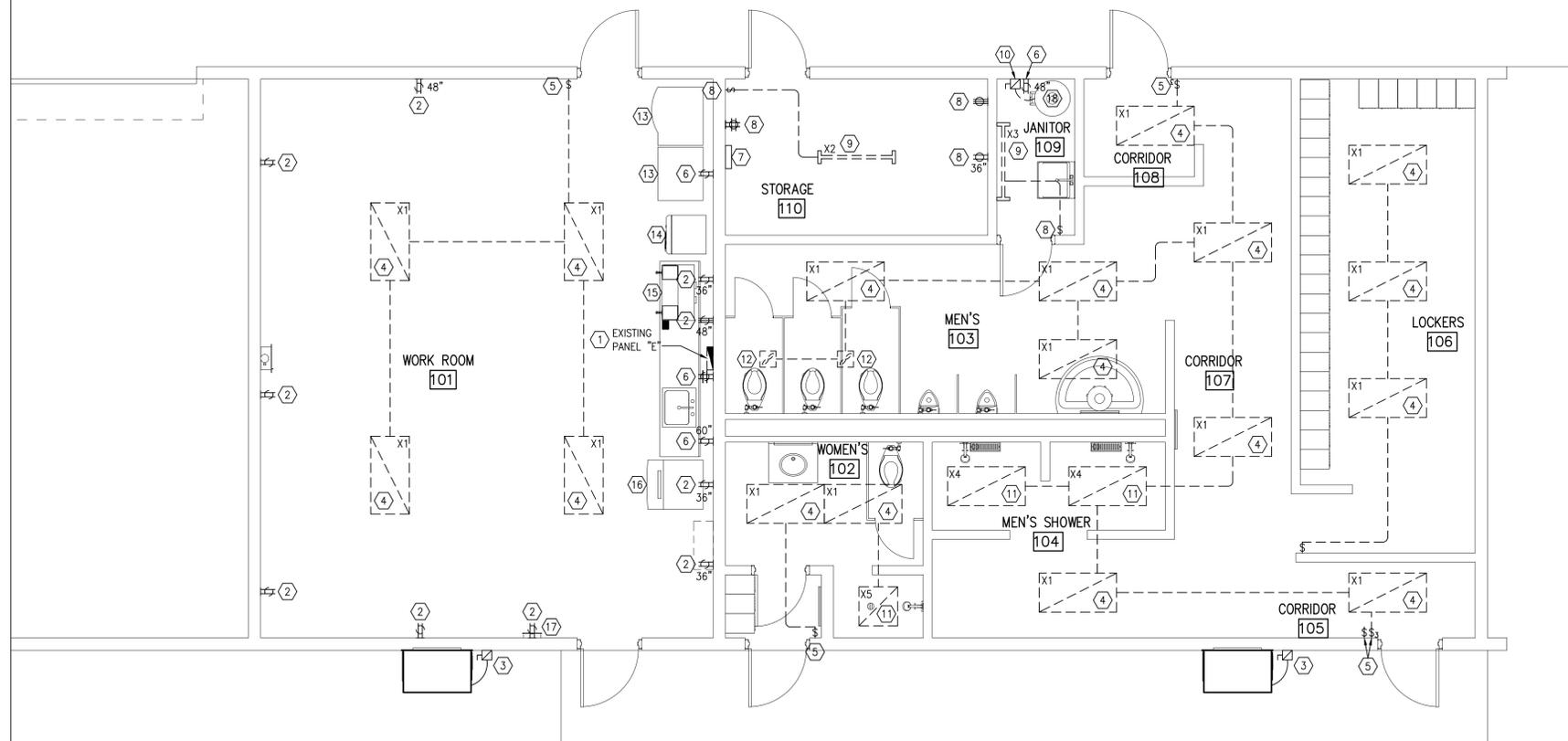
**ELECTRICAL KEYNOTES**

1. EXISTING PANEL TO BE REMOVED.
2. EXISTING DEVICE TO BE REMOVED AND WILL BE REPLACED WITH NEW IN NEW WALL IN SAME RELATIVE LOCATION.
3. EXISTING HVAC UNIT SERVICE DISCONNECT TO REMAIN AND BE REUSED.
4. EXISTING LIGHT FIXTURE IS TO BE REMOVED AND PLACED IN OWNER'S STORAGE. REMOVE ALL ASSOCIATED WIRING TO SOURCE.
5. EXISTING LIGHT SWITCH TO BE REMOVED. REMOVE ALL ASSOCIATED WIRING TO SOURCE.
6. EXISTING DEVICE TO BE REMOVED. REMOVE ALL ASSOCIATED WIRING TO SOURCE.
7. EXISTING JUNCTION BOX TO BE REMOVED AND REPLACED WITH NEW PANEL.
8. EXISTING DEVICE TO REMAIN.
9. EXISTING LIGHT FIXTURE IS TO BE REMOVED AND REPLACED WITH NEW.
10. EXISTING WATER HTR SERVICE DISCONNECT TO BE REMOVED AND REINSTALLED IN SAME LOCATION ON FURRED OUT WALL.
11. EXISTING LIGHT FIXTURE IS TO BE REMOVED.
12. EXISTING EF TO BE REMOVED. REMOVE ALL ASSOCIATED WIRING TO SOURCE.
13. EXISTING VENDING MACHINE TO REMAIN AND BE REUSED. CONNECT TO NEW OUTLET PROVIDED.
14. EXISTING REFRIGERATOR TO BE REPLACED WITH NEW. CONNECT TO NEW OUTLET PROVIDED.
15. EXISTING COFFEE MACHINE TO REMAIN AND BE REUSED. CONNECT TO NEW OUTLET PROVIDED.
16. EXISTING ICE MACHINE TO REMAIN AND BE REUSED. CONNECT TO NEW OUTLET PROVIDED.
17. EXISTING TIME CLOCK TO REMAIN AND BE REUSED. CONNECT TO NEW OUTLET PROVIDED.
18. EXISTING WATER HTR TO BE REPLACED WITH NEW.



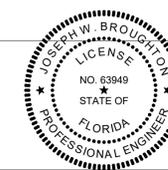
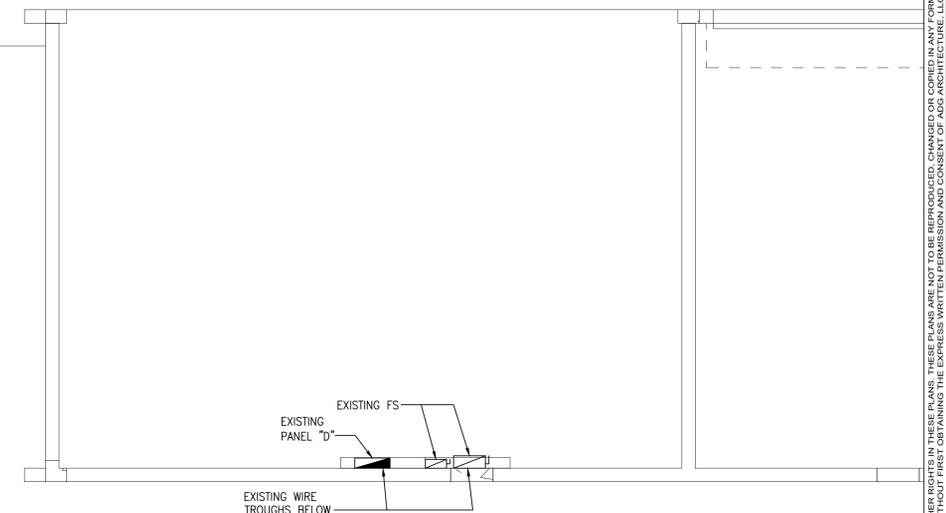
**EXISTING ELECTRICAL SITE PLAN**

SCALE: 1" = 40'-0"



**EXISTING/DEMO ELECTRICAL PLAN**

SCALE: 1/4" = 1'-0"



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PROJECT NO. 2023-J-195

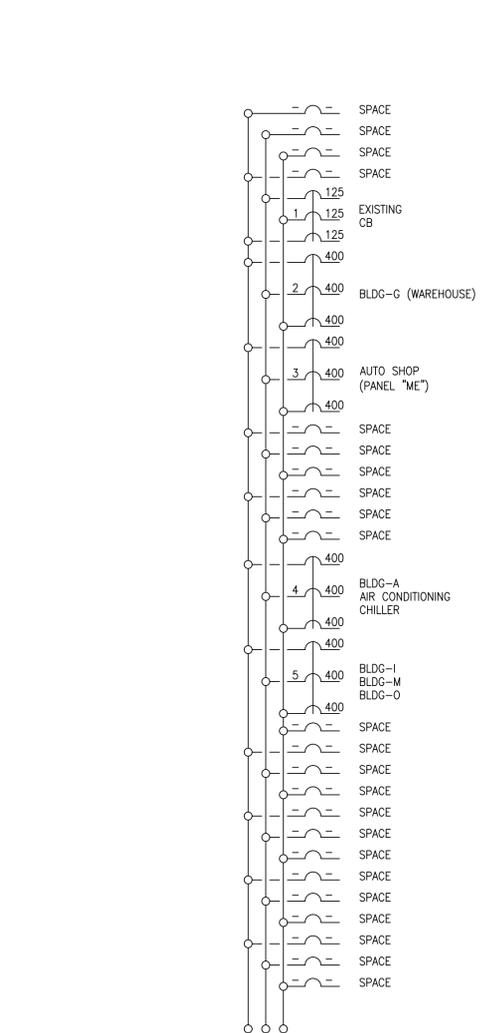


EXISTING PANEL "E"		
CONNECTED LIGHTING LOAD @ 125%	=	3.4 KVA
RECEPTACLES: 2.2 KVA	=	2.2 KVA
(2) VENDING MACHINES	=	2.4 KVA
REFRIGERATOR	=	1.2 KVA
COFFEE MACHINE	=	5.8 KVA
ICE MACHINE	=	0.7 KVA
WATER FILTER	=	1.2 KVA
A/C - WORK ROOM	=	5.9 KVA
A/C - RESTROOMS	=	4.3 KVA
WATER HTR	=	4.5 KVA
CLOTHES DRYER	=	5.0 KVA
CLOTHES WASHER	=	1.2 KVA
	=	37.8 KVA
	(√3 x 208) ÷	360 V
60 AMPS EXISTING	=	104.9 AMPS

NOTE: THE LOAD ON ALL EXISTING DISTRIBUTION IS BEING REDUCED BY THIS RENOVATION.

NEW PANEL "E"		
CONNECTED LIGHTING LOAD @ 125%	=	1.0 KVA
RECEPTACLES: 3.6 KVA	=	3.6 KVA
(2) VENDING MACHINES	=	2.4 KVA
REFRIGERATOR	=	1.2 KVA
COFFEE MACHINE	=	5.8 KVA
ICE MACHINE	=	0.7 KVA
WATER BOTTLE FILLER	=	1.2 KVA
WATER COOLER	=	0.6 KVA
A/C - WORK ROOM	=	5.9 KVA
A/C - RESTROOMS	=	4.3 KVA
WATER HTR	=	4.5 KVA
CLOTHES DRYER	=	5.0 KVA
CLOTHES WASHER	=	1.2 KVA
	=	37.4 KVA
	(√3 x 208) ÷	360 V
USE 125 AMPS	=	103.8 AMPS

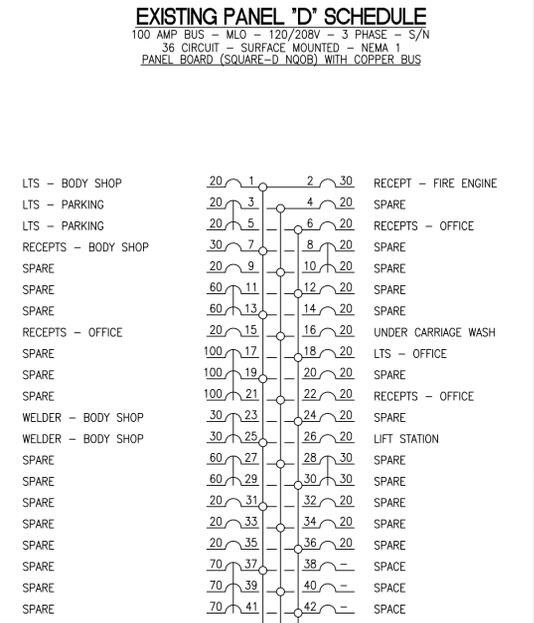
NOTE: THE LOAD ON ALL EXISTING DISTRIBUTION IS BEING REDUCED BY THIS RENOVATION.



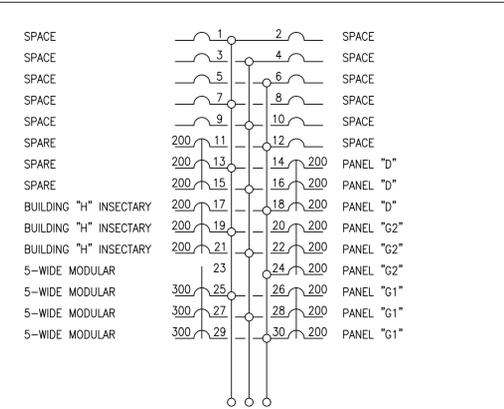
**EXISTING SWBD "MDP1" SCHEDULE**  
 1,600 AMP BUS - MLO - 120/208V - 3 PHASE - S/N  
 SURFACE MOUNTED - NEMA 1 - SWITCH BOARD (SQ-D GED1)  
 WITH COPPER BUS & 63" OF BRANCH BREAKER MOUNTING SPACE



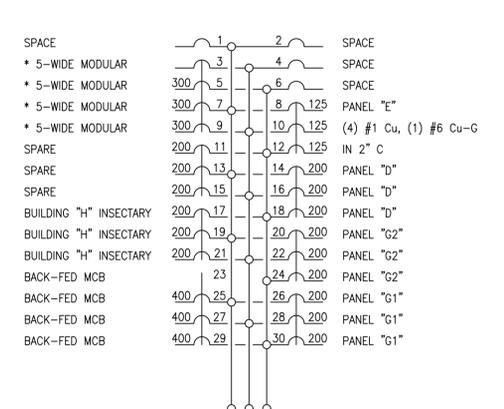
**EXISTING PANEL "D" SCHEDULE**  
 100 AMP BUS - MLO - 120/208V - 3 PHASE - S/N  
 36 CIRCUIT - SURFACE MOUNTED - NEMA 1  
 PANEL BOARD (SQUARE-D NQ08) WITH COPPER BUS



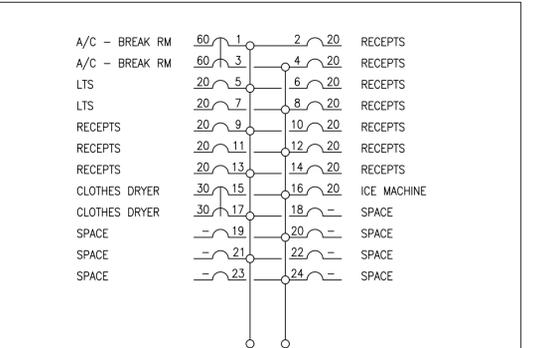
**REWORKED PANEL "D" SCHEDULE**  
 100 AMP BUS - MLO - 120/208V - 3 PHASE - S/N  
 36 CIRCUIT - SURFACE MOUNTED - NEMA 1  
 PANEL BOARD (SQUARE-D NQ08) WITH COPPER BUS



**EXISTING PANEL "ME" SCHEDULE**  
 400 AMP BUS - MLO - 120/208V - 3 PHASE - S/N  
 SURFACE MOUNTED - NEMA 1  
 PANEL BOARD (SQUARE-D HCP) WITH ALUMINUM BUS & 45" OF BRANCH BREAKER SPACE

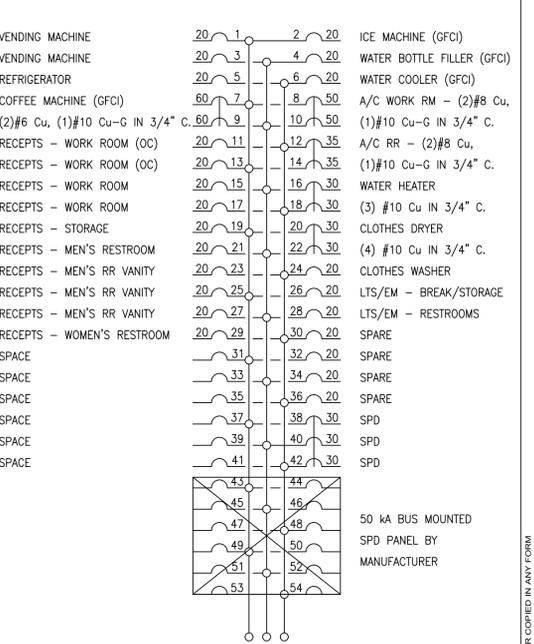


**EXISTING PANEL "ME" SCHEDULE**  
 400 AMP BUS - MLO - 120/208V - 3 PHASE - S/N  
 SURFACE MOUNTED - NEMA 1  
 PANEL BOARD (SQUARE-D HCP) WITH ALUMINUM BUS & 45" OF BRANCH BREAKER SPACE  
 \* RELOCATED CB TO MAKE ROOM FOR NEW MCB



**EXISTING PANEL "E" SCHEDULE**  
 200 AMP BUS - MLO - 120/208V - 1 PHASE - S/N  
 24 CIRCUIT - SURFACE MOUNTED - NEMA 1  
 LOADCENTER (SQUARE-D QO) WITH COPPER BUS

NOTE: THIS PANEL IS BEING REMOVED ENTIRELY, ITS PANEL SCHEDULE IS PROVIDED FOR REFERENCE PURPOSES ONLY.



**NEW PANEL "E" SCHEDULE**  
 225 AMP BUS - MLO - 120/208V - 3 PHASE - S/N  
 54 CIRCUIT - SURFACE MOUNTED - NEMA 1  
 PANEL BOARD (SQ-D NQ) WITH COPPER BUS

50 KA BUS MOUNTED  
 SPD PANEL BY MANUFACTURER

LEE COUNTY MOSQUITO CONTROL DISTRICT  
**BUILDING E RENOVATION**  
 15151 HOMESTEAD ROAD  
 LEHIGH ACRES, FL 33971

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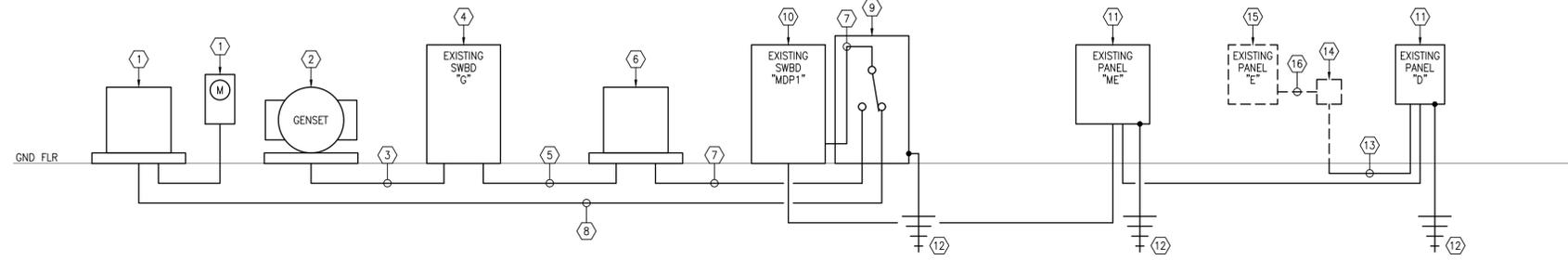
ISSUED FOR 100% CD 12-15-2023

12995 S. CLEVELAND AVENUE SUITE 229  
 FORT MYERS, FL 33907  
 (239) 274-0020 (239) 274-0021 (FAX)  
 EMAIL: BBCE@BURGESSBRANT.COM  
 CERTIFICATE OF AUTHORIZATION #6032  
 JOSEPH W. BROUGHTON, PE #63949  
 MARK A. BRANT, PE #54692

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSEPH W. BROUGHTON, PE, ON 12/13/2023.

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PROJECT NO. 2023-J195

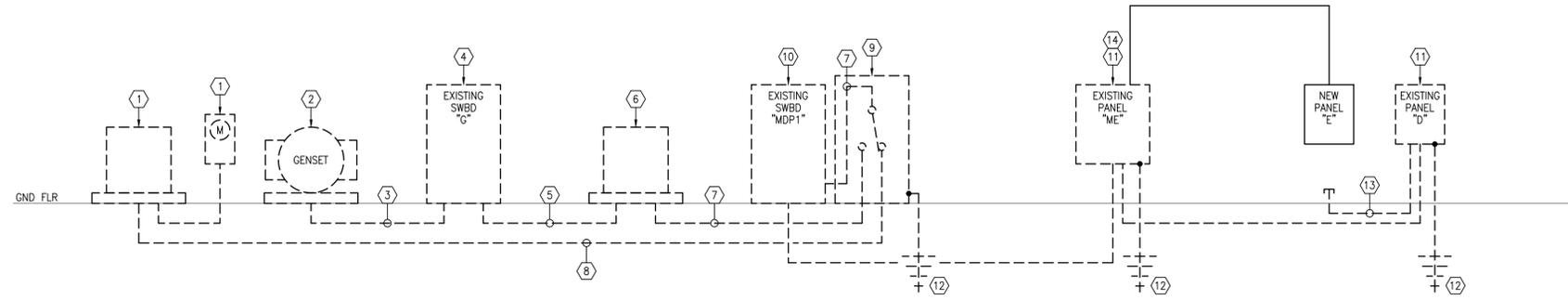


EXISTING POWER RISER DIAGRAM

NOT TO SCALE

EXISTING POWER RISER DIAGRAM KEY NOTES

- EXISTING FP&L PAD TRANSFORMER AND EXISTING C/T METERING IS TO REMAIN.
- EXISTING 277/480 VOLT, 3-PHASE STAND-BY GENERATOR IS TO REMAIN. EXISTING GENERATOR CONTAINS A 1,500 AMP, 3-POLE CB.
- EXISTING PANEL "G" FEEDER IS TO REMAIN. FEEDER IS COMPRISED OF (4) SETS OF #500 kcmil Cu.
- EXISTING PANEL "G" IS TO REMAIN. EXISTING PANEL "G" CONTAINS A 600 AMP, 3-POLE CB FEEDING EXISTING 750 KVA XFMR.
- EXISTING 750 KVA XFMR FEEDER TO REMAIN. FEEDER IS COMPRISED OF (2) SETS OF #350 kcmil Cu.
- EXISTING 750 KVA, 480-120/208 VOLT, 3-PHASE STEP DOWN XFMR IS TO REMAIN.
- EXISTING XFMR SECONDARY FEEDER IS TO REMAIN. FEEDER IS COMPRISED OF (4) SETS OF #600 kcmil Cu.
- EXISTING FP&L SERVICE ENTRANCE IS TO REMAIN. SERVICE IS COMPRISED OF (4) SETS OF #600 kcmil Cu.
- EXISTING 1,600 AMP, 3-POLE AUTOMATIC TRANSFER SWITCH IS TO REMAIN.
- EXISTING SWITCHBOARD IS TO REMAIN.
- EXISTING PANEL IS TO REMAIN.
- EXISTING GROUNDING ELECTRODE SYSTEM IS TO REMAIN.
- EXISTING FEEDER FROM PANEL "D" TO PANEL "E" IS TO BE REMOVED. ADDITIONALLY, ALL EXISTING BRANCH CIRCUITRY ORIGINATING IN PANEL "D" THAT IS BACK-FEEDING TO BUILDING "E" IS TO BE REMOVED. ALL CONDUITS ARE TO BE CUT AND CAPPED AT 6" AFF.
- EXISTING JUNCTION BOX IS TO BE REMOVED AND REPLACED BY NEW PANEL "E". DISCONNECT ALL EXISTING CONDUITS AND CONDUCTORS.
- EXISTING PANEL "E" IS TO BE REMOVED AND REPLACED.
- EXISTING FEEDER IS TO BE REMOVED.



EXISTING POWER RISER DIAGRAM

NOT TO SCALE

REWORKED POWER RISER DIAGRAM KEY NOTES

- EXISTING FP&L PAD TRANSFORMER AND EXISTING C/T METERING.
- EXISTING 277/480 VOLT, 3-PHASE STAND-BY GENERATOR.
- EXISTING PANEL "G" FEEDER.
- EXISTING PANEL "G".
- EXISTING 750 KVA XFMR FEEDER.
- EXISTING 750 KVA, 480-120/208 VOLT, 3-PHASE STEP DOWN XFMR.
- EXISTING XFMR SECONDARY FEEDER.
- EXISTING FP&L SERVICE ENTRANCE.
- EXISTING 1,600 AMP, 3-POLE AUTOMATIC TRANSFER SWITCH.
- EXISTING SWITCHBOARD.
- EXISTING PANEL.
- EXISTING GROUNDING ELECTRODE SYSTEM.
- EMPTY CONDUIT CAPPED AT 6" AFF.
- RELOCATE CB'S WITHIN PANEL PER SCHEDULE TO CHANGE PANEL TO MAIN CIRCUIT BREAKER TYPE AND ALLOW FEEDING ON NEW PANEL "E".

LEE COUNTY MOSQUITO CONTROL DISTRICT  
 BUILDING E RENOVATION  
 15151 HOMESTEAD ROAD  
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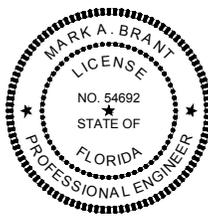


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PROJECT NO. 2023-J-195



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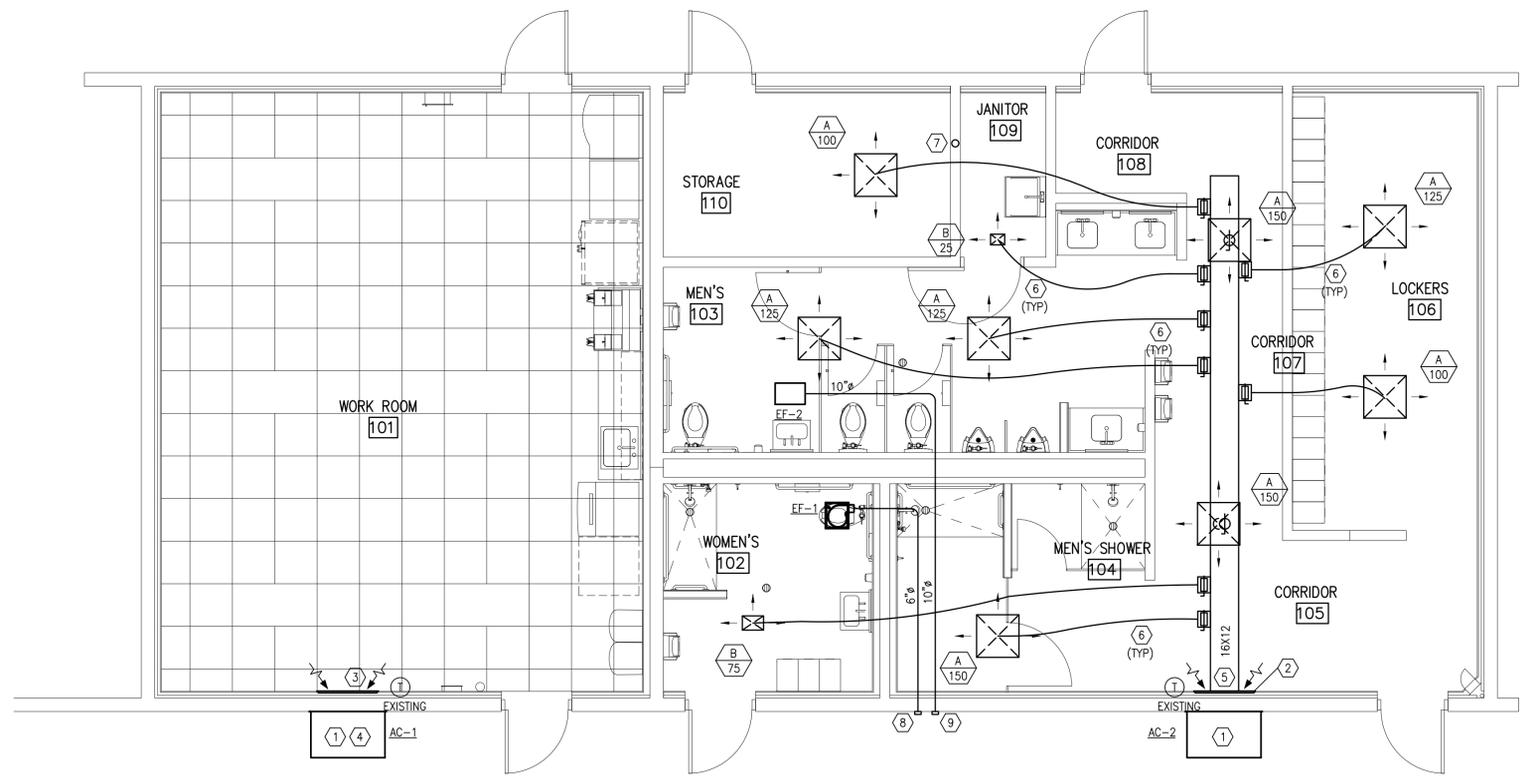
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## APPENDIX CA FORMS

FLORIDA BUILDING CODE, ENERGY CONSERVATION CHAPTER C4—COMMERCIAL ENERGY EFFICIENCY					
Form C402-2020 ALTERATIONS, RENOVATIONS and BUILDING SYSTEMS					
				Climate Zone:	1A
Project Name:		LEE CO. MOSQUITO CONTROL DISTRICT		Occupancy type:	
Address:		15159 HOMESTEAD ROAD		Alteration <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Building System <input type="checkbox"/>	
City, Zip Code:		LEHIGH ACRES, FL. 33971		Building Permit No.:	
Builder:				Permitting Office:	
Owner:		LEE CO. MOSQUITO CONTROL			
BUILDING ENVELOPE INFORMATION (Where changed)					
Envelope Component	Description	Requirement		Efficiency	
		Location	Unit	Required	Installed
Roof type	EXIST. ROOF w/ NEW SPRAY INSULATION	Table C402.1.4 or Table C402.1.3	≤ U-factor or ≥ R-value	SPRAY ROOF INSUL	19 19
Roof reflectance/Emittance (low slope roofs)	EXISTING NO CHG	Table C402.3	≥ Solar reflectance, ≥ Thermal emittance	EXIST	19
Wall type, above grade	↓	Table C402.1.4 or Table C402.1.3	≤ U-factor or ≥ R-value		
Wall, below grade			≤ U-factor or ≥ R-value		
Floor type			≤ U-factor		
Vertical fenestrations			≤ SHGC		
Skylights	ND	Table C402.4	≤ U-factor		
			≤ SHGC		
BUILDING SYSTEMS INFORMATION [for HVAC, service hot water or pool heating, lighting systems and replacement fenestration (C501.7)]					
System	Type (describe system)	Requirement		Efficiency	
		Location	Unit	Required	Installed
Air-conditioning system	EXISTING NO CHG	Tables C403.2.3 (1-3, 6-8, 9-11)	SEER or EER, IEER	EXISTING	19
Heating system	↓	Tables C403.2.3 (2-6)	HSPF or COP AFUE, E, or E <sub>c</sub>		
Ventilation/air handling system		Tables C403.2.12.1(1-2)	Fan power (cfm)		
Ducts	NEW Location: ABOVE CLG	Table C403.2.9.1	R-value	R6	R6
Piping	Fluid design operating temp:	Table C403.2.10	Inches		
Hot water	NEW ELECTRIC 40 GPM	Table C404.2	EF, E <sub>c</sub> , COP	.93	.93
Lighting	Space types: (append list)	Table C405.3.2 (1 or 2)	Lighting power density	.81	.76
Fenestrations: Enter information in BUILDING ENVELOPE INFORMATION box above.					
Other:					
COMPLIANCE IS BY ANSI/ASHRAE/IESNA 90.1 <input type="checkbox"/> (Submit alternate form or append documents as needed)					
I hereby certify that the plans and specifications covered by the calculation are in compliance with the Florida Building Code, Energy Conservation. PREPARED BY: <u>MARK A. BRANT, P.E.</u> DATE: <u>11/9/2023</u>			Review of plans and specifications covered by this calculation indicates compliance with the Florida Building Code, Energy Conservation. Before construction is completed, this building will be inspected for compliance in accordance with Section 553.908, F.S. BUILDING OFFICIAL: _____ DATE: _____		
I hereby certify that this building is in compliance with the Florida Building Code, Energy Conservation: OWNER/AGENT: _____ DATE: _____					

**GENERAL NOTES AND SPECIFICATIONS**

- THE MECHANICAL CONTRACTOR SHALL COMPLY WITH THE 2020 FLORIDA BUILDING CODE (7TH EDITION), THE STATE OF FLORIDA ENERGY CODE, AND ALL LOCAL CODES AS MAY BE APPLICABLE.
- MECHANICAL PLANS ARE DIAGRAMMATIC ONLY. THEY ARE INTENDED TO INDICATE CAPACITY, SIZE, LOCATION, DIRECTION, AND GENERAL ARRANGEMENT, BUT NOT EXACT DETAILS OF CONSTRUCTION. THE FACT THAT ONLY CERTAIN FEATURES OF THE INSTALLATION ARE INDICATED MUST NOT BE TAKEN TO MEAN THAT OTHER SIMILAR OR DIFFERENT FEATURES WILL NOT BE REQUIRED. ALL RISES AND DROPS IN PIPING AND DUCTWORK NOT NECESSARILY SHOWN.
- WORK SHALL INCLUDE ALL LABOR, MATERIALS, PERMITS AND OTHER COSTS AS ARE NECESSARY FOR THE INSTALLATION OF A COMPLETE AND SATISFACTORY OPERATIONAL AIR CONDITIONING SYSTEM.
- SHOP DRAWINGS SHALL BE PROVIDED FOR ALL MECHANICAL EQUIPMENT THAT IS TO BE USED ON THIS PROJECT WHETHER OR NOT THE EQUIPMENT IS SPECIFICALLY SPECIFIED IN THESE DOCUMENTS. THIS INCLUDES (BUT IS NOT LIMITED TO) HVAC EQUIPMENT & SUPPORTS, DIFFUSERS/GRILLES/LOWERS, DUCT WORK & SUPPORTS, REFRIGERANT LINES, INSULATION, HVAC SPECIALTIES (COLLARS, FIRE DAMPERS, BALANCING DAMPERS ETC.) CONTROLS & CABLING, ETC.. SHOP DRAWINGS SHALL BE REQUIRED PRIOR TO ORDERING OR ANY INSTALLATION OF EQUIPMENT. ANY EQUIPMENT NOT INCLUDED IN THE SHOP DRAWING SUBMITTALS, SHALL BE PROVIDED PER THE PLANS AND SPECIFICATIONS. SUBMITTALS ARE TO BE TOTAL & COMPLETE. INCOMPLETE OR PIECEMEAL SHOP DRAWINGS WILL NOT BE REVIEWED UNTIL ALL SUBMITTALS ARE PROVIDED. ALL EQUIPMENT (INCLUDING ANY/OPTIONS) SHALL BE CLEARLY SELECTED/INDICATED ON THE CUTSHEETS INCLUDED IN THE SUBMITTAL. SUBMITTALS SHALL BE PROVIDED IN PDF FORMAT. SHOP DRAWINGS SUBMITTED BY WAY OF AN ELECTRONIC PROJECT MANAGEMENT SYSTEM ARE NOT ACCEPTABLE.
- VERIFY ALL DIMENSIONS FROM ARCHITECTURAL PLANS OR FIELD DIMENSIONS.
- UNLESS NOTED, ALL MATERIALS SHALL BE NEW, COMPLETE, INCLUDE MANUFACTURER'S WARRANTY, AND BE U.L. APPROVED IF APPLICABLE. ALL WORK SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED.
- EQUIPMENT AS PER SCHEDULED LIST OF ACCEPTABLE MANUFACTURERS:  
A/C EQUIPMENT: BARD  
A/C GRILLES: TITUS, OR APPROVED EQUAL  
FANS: COOK, OR APPROVED EQUAL
- ALL EQUIPMENT SHALL BE STARTED, TESTED, ADJUSTED AND BALANCED FOR AIR DELIVERY AS INDICATED ON THE PLANS, AND PLACED IN SATISFACTORY OPERATIONAL CONDITION BY A TEST AND BALANCE COMPANY WHOSE SOLE BUSINESS IS THE TESTING, ADJUSTING AND BALANCING OF SYSTEMS OF SIMILAR SIZE AND TYPE. THIS CONTRACTOR SHALL GUARANTEE ALL WORKMANSHIP, MATERIALS AND EQUIPMENT TO BE FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM DATE OF CERTIFICATE OF OCCUPANCY. THIS IS IN ADDITION TO ANY WARRANTY OR GUARANTEE FROM THE EQUIPMENT MANUFACTURER. FURNISH THE OWNER WITH THE MANUFACTURER'S WRITTEN WARRANTY CERTIFICATES. THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING ONE BELT AND SHEAVE CHANGE ON ALL BELT DRIVEN EQUIPMENT FOR BALANCING PURPOSES. ALL CONTROLS ARE TO BE TESTED AND CALIBRATED SO AS TO BE OPERATING WITH THE MANUFACTURER'S SPECIFICATIONS. ANY DEFECTIVE UNITS ARE TO BE REPLACED.
- ALL EQUIPMENT SHALL BE PROPERLY SUPPORTED AND ISOLATED TO PREVENT NOISE AND VIBRATION TRANSMISSION. ALL AIR HANDLING EQUIPMENT SHALL BE SUPPORTED WITH SPRING ISOLATORS. ALL CONNECTIONS BETWEEN AIR HANDLING EQUIPMENT AND DUCTWORK SHALL BE CANVAS FLEXIBLE CONNECTORS FOR ALL SYSTEMS ABOVE 5 NOMINAL TONS IN SIZE.
- PROVIDE SPRING ISOLATORS FOR ALL TRUSS MOUNTED EXHAUST FANS.
- ALL EQUIPMENT SHALL BE LOCATED WITHIN THE MECHANICAL ROOM AND CEILING SPACES WITH ADEQUATE CLEARANCES FOR REPAIR AND MAINTENANCE. ALL PIPING AND DUCTWORK SHALL BE INSTALLED TO PROVIDE ADEQUATE CLEARANCE FOR ACCESS TO ALL EQUIPMENT. CONTRACTOR SHALL ENSURE THAT NO TRANSGRESSION OF THIS SPACE IS MADE BY OTHER CONTRACTORS.
- ALL CONTROL WIRING SHALL BE IN CONDUIT. WHERE CONTROL WIRING IS CONCEALED BY CEILING STRUCTURE, WIRING MAY BE PLENUM RATED CABLE. ALL CONTROL WIRING SHALL BE SECURELY ATTACHED TO THE STRUCTURE AT A MAXIMUM SPACING OF EVERY FOUR FEET.
- DUCT DIMENSIONS SHOWN ON DRAWINGS ARE CLEAR INSIDE DIMENSIONS. IN GENERAL, ALL PIPING AND DUCTWORK SHALL BE RUN CONCEALED IN CEILING SPACES PROVIDED UNLESS NOTED OR INDICATED OTHERWISE. ROUTING SHALL BE COORDINATED WITH OTHER TRADES. DO NOT INSTALL ANY DUCTWORK OR PIPING OF ANY KIND ABOVE ELECTRICAL PANEL.
- ALL DUCTWORK, INSTALLATION AND EQUIPMENT SHALL MEET THE LATEST ADOPTED EDITION OF THE STATE OF FLORIDA ENERGY CODE.
- ALL DUCTWORK SHALL BE FABRICATED FROM RIGID FIBERGLASS DUCTBOARD WITH ANTIMICROBIAL COATING AND 1-1/2" R-6 INSULATION IN ACCORDANCE WITH SMACNA "FIBROUS GLASS DUCT CONSTRUCTION STANDARDS".
- FLEXIBLE DUCTWORK, WHERE SHOWN ON THE DRAWINGS, SHALL BE EQUAL TO FLEXAIRE WITH WIRE HELIX FRAME, POLYESTER LINER, HIGH DENSITY FIBERGLASS INSULATION AND METALIZED REINFORCED VAPOR BARRIER EXTERIOR COVERS. PROVIDE SPIN-IN FITTINGS WITH BELL MOUTH TYPE FITTINGS WITH ADJUSTABLE DAMPERS FOR ALL BRANCH TAKEOFFS (WHERE INDICATED ON PLANS). FLEXIBLE DUCTWORK SHALL BE PROPERLY SUPPORTED WITH GALVANIZED STEEL STRAPS 2" WIDE AND SHALL BE RUN AS STRAIGHT AS POSSIBLE WITH NO KINKS OR BENDS TO RESTRICT AIRFLOW.
- OUTSIDE AIR AND TOILET EXHAUST DUCTWORK SHALL BE METAL. FOR OUTSIDE AIR CONDITIONING UNIT, PROVIDE EXTERNALLY INSULATED SHEET METAL WITH FOIL FACED BACKING WITH A MINIMUM OF R-6 INSULATION. DUCT TOILET EXHAUST TO WALL CAPS AS SHOWN ON PLANS. CAPS SHALL BE ALUMINUM CONSTRUCTION WITH BIRD AND INSECT SCREENS.
- HVAC SUPPLY DIFFUSERS AND RETURN GRILLES SHALL BE TITUS WITH WHITE FINISH, ALUMINUM CONSTRUCTION. SEE PLANS FOR THROAT CONNECTION SIZES.
- THERMOSTATS SHALL BE 7 DAY PROGRAMMABLE WITH L.C.D. READOUT FOR ONE OR TWO STAGES BASED ON STAGES OF COOLING FOR UNIT BEING SERVED. EQUAL TO WHITE-RODGERS MODEL 1F95-1291 (1F93-380 FOR AVERAGING OF MORE THAN 1 SENSOR). WALL MOUNTED THERMOSTATS SHALL BE INSTALLED 4'-0" ABOVE FINISHED FLOOR UNLESS OTHERWISE INDICATED.
- THESE CONTRACT DOCUMENTS REPRESENT A PORTION OF A COMPLETE DESIGN WHICH, TO THE BEST OF OUR KNOWLEDGE HAVE BEEN PREPARED IN COMPLIANCE WITH APPLICABLE BUILDING CODE REQUIREMENTS. THE USE OF THESE PLANS WITHOUT THE CONSENT OF THE ENGINEER OF RECORD IS PROHIBITED. ALTERATIONS TO THE DESIGN AS SHOWN ON THESE PLANS ARE ONLY ALLOWED BY WRITTEN AUTHORIZATION OF THE ENGINEER OF RECORD.
- H.V.A.C. CONTRACTOR SHALL PROVIDE ONE SET OF CUTSHEETS OF ALL SELECTED EQUIPMENT TO ELECTRICAL CONTRACTOR TO ADJUST CIRCUIT REQUIREMENTS (IF REQUIRED) BASED ON ACTUAL SELECTED MANUFACTURER'S DATA.
- CONTRACTOR SHALL COORDINATE WORK WITH OTHER TRADES. REFERENCE ENTIRE SET OF CONSTRUCTION DOCUMENTS IN INSTALLATION OF MECHANICAL SYSTEMS INCLUDING ARCHITECTURAL, STRUCTURAL, ELECTRICAL, PLUMBING AND FIRE SPRINKLERS.
- THESE PLANS MAKE REFERENCE TO EXISTING CONDITIONS. CONTRACTOR SHALL VISIT SITE WITH RESPECT TO PROPOSED CONSTRUCTION PRIOR TO BID. NOTIFY ENGINEER OF ANY DISCREPANCIES.

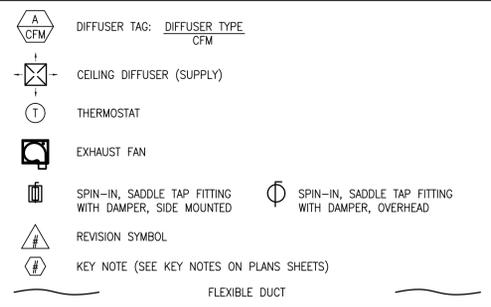


**MECHANICAL PLAN KEYNOTES**

- EXISTING UNIT TO REMAIN.
- EXISTING RETURN GRILL TO BE REMOVED, CLEANED, PAINTED AND REINSTALLED.
- EXISTING RETURN AND SUPPLY GRILL TO BE REMOVED, CLEANED, PAINTED AND REINSTALLED.
- PROVIDE BID ALTERNATE FOR NEW UNIT AS SCHEDULED. NO DUCTING OFF OF THIS UNIT.
- CONNECT NEW DUCT TO SUPPLY SIDE OF EXISTING UNIT ABOVE CEILING.
- REFER TO FLEX DUCT RUNOUT NOTES FOR SIZING.
- EXISTING DRYER DUCT TO REMAIN.
- PROVIDE STANDARD WALL CAP FOR 6" EXHAUST DUCT.
- PROVIDE CUSTOM WALL CAP FOR 10" EXHAUST DUCT.

SCALE: 1/4" = 1'-0"

**HVAC SYMBOLS**



**ABBREVIATIONS**

Ø	DIAMETER	KW	KILOWATT
A/C	AIR CONDITIONING	MFR	MANUFACTURER
AFF/G	ABOVE FINISH FLOOR/GRADE	MAX	MAXIMUM
AHU	AIR HANDLING UNIT	MBH	BTU X 1,000
AHJ	AUTHORITY HAVING JURISDICTION	MECH	MECHANICAL
ASHRAE	AMERICAN SOCIETY OF HEATING, REFRIGERATION, AND AIR CONDITIONING ENGINEERS	MIN	MINIMUM
REQ'D	REQUIRED	REO'D	REQUIRED
SBCCI	SOUTHERN BUILDING CODE CONGRESS INTERNATIONAL		
SMACNA	SHEET METAL AND AIR CONDITIONING CONTRACTOR'S NATIONAL ASSOCIATION		
SS	STAINLESS STEEL		
TSTAT	THERMOSTAT		
UNO	UNLESS NOTED OTHERWISE		
UL	UNDERWRITERS LABORATORIES		
VAV	VARIABLE AIR VOLUME		
W/	WITH		
W/O	WITH OUT		

**FLEX DUCT RUNOUT NOTES**

- TYPICAL FOR ALL RUN OUTS FROM MAIN SUPPLY (OR RETURN) DUCT TO DIFFUSER. PROVIDE WITH ROUND SPIN-IN WITH DAMPER AT DUCT CONNECTION. RUN DUCT IN EXTERNALLY INSULATED GALVANIZED SHEET METAL SNAP-LOCK UP TO WITHIN 5' OF DIFFUSER. MAKE FINAL CONNECTION TO DIFFUSER WITH INSULATED FLEX DUCT. NO MORE THAN 5' OF FLEX DUCT MAY BE USED. ROUND DUCT AND FLEXIBLE DUCT SHALL MATCH DIFFUSER NECK SIZE (WHERE ROUND). FOR ALL OTHER GRILLES WITHOUT ROUND NECK, SIZE SHALL BE PER FOLLOWING RUN OUT SCHEDULE:  
4" - 0 TO 50 CFM  
6" - 51 TO 125 CFM  
8" - 126 TO 225 CFM  
10" - 226 TO 350 CFM  
12" - 351 TO 600 CFM
- ALL DIFFUSER CONNECTIONS LARGER THAN 600 CFM SHALL BE MADE FULL DUCT SIZE AS INDICATED ON PLANS TO DIFFUSER.

**PACKAGE AC SCHEDULE**

MARK	LOCATION SERVED	MFG	UNIT TYPE	MODEL	EVAPORATOR FAN					COOLING				HEATING			SYSTEM DATA				REMARKS				
					CFM		FAN	CAPACITY		E.A.T.		AMBIENT		TYPE	TMBH	STEP	ELECTRICAL			EER					
					TOTAL	OA		ESP	HP	TYPE	TMBH	SMBH	DB				WB	DB	WB			NO COMP	COMP RLA	VOLT	MCA
AC-1	Workroom	BARD	WALL MOUNT AC	W48A2-A05	1,100	-	0.50	1/3	DIRECT	47.4	33.2	80	67	95	80	1	23.5	ELECTRIC	17.1	1	208-1	39.0	50	9.0	
AC-2	Bathrooms	BARD	WALL MOUNT AC	W36A2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	

- SCHEDULED UNIT IS FOR BID ALTERNATE PURPOSES. SEE PLAN NOTES FOR ADDITIONAL INFORMATION OR REQUIREMENTS REGARDING EXISTING SYSTEM.
- EXISTING SYSTEM TO REMAIN. SEE PLAN NOTES FOR ADDITIONAL INFORMATION OR REQUIREMENTS.

**AIR DEVICE SCHEDULE**

MARK	DESCRIPTION	MANUFACTURER	MODEL	NECK SIZE	CFM RANGE	REMARKS
A	SURFACE OR DUCT MOUNTED DIFFUSER.	TITUS	TMS-AA-1 24X24-3-26-AG75	6"ø 8ø 10ø 12ø	0 - 125 126 - 225 226 - 350 351 - 475	1, 2, 3, 4, 5.
B	SURFACE OR DUCT MOUNTED DIFFUSER.	TITUS	250-AA-1 26-N-AG15-L1	8 X 4 12 X 6	0 - 50 51 - 125	1, 2, 3, 4

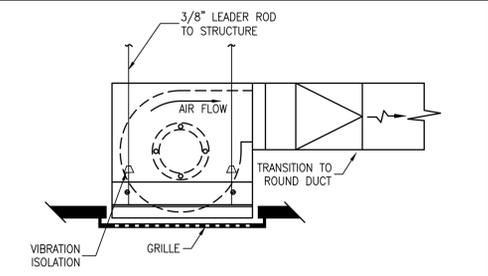
- WHITE FINISH, ALUMINUM CONSTRUCTION.
- OPPOSED BLADE VOLUME DAMPER.
- SURFACE OR DUCT MOUNTED DIFFUSER.
- FLEXIBLE DUCT RUN-OUT SIZE TO MATCH DIFFUSER NECK SIZE.
- PROVIDE TITUS "PF" PLASTER FRAME ACCESSORY WHERE INSTALLED IN HARD CEILING.

**FAN SCHEDULE**

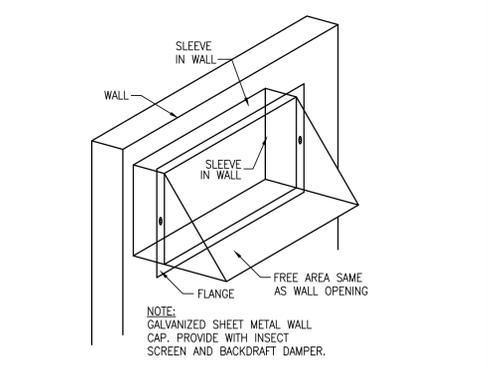
MARK	MANUFACTURER	MODEL	CFM	ESP	HP	VOLT	RPM / WATTS	SONES	WEIGHT	REMARKS
EF-1	COOK	GN-148	100	0.38	-	120/1	965/41	2.0	14.0	1, 2
EF-2	COOK	GN-642	350	0.38	-	120/1	1199/122	2.0	29.0	1, 2

- PROVIDE WITH BACKDRAFT DAMPER
- PROVIDE MOTION SENSOR CONTROL FOR ON/OFF.

**CEILING FAN DETAIL**



**WALL CAP DETAIL**



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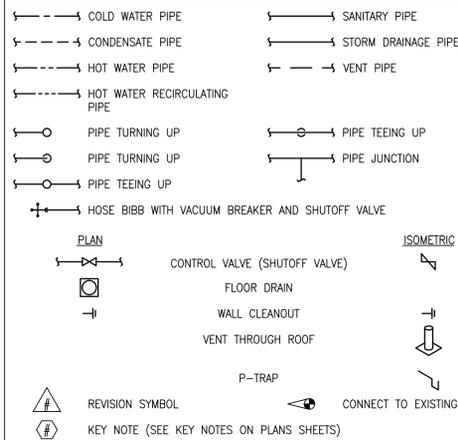
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PROJECT NO. 2023-J-195

**PLUMBING SYMBOLS**



**ABBREVIATIONS**

ADA	AMERICANS WITH DISABILITIES ACT	HW	HOT WATER
AFF/G	ABOVE FINISH FLOOR/GRADE	KS	KITCHEN SINK
AHU	AIR HANDLING UNIT	LAV	LAVATORY
CD	CONDENSATE DRAIN	SAN	SANITARY
CTG	CLEANOUT TO GRADE	SHR	SHOWER
CU	CONDENSING UNIT	SOV	SHUT OFF VALVE
CW	COLD WATER	SS	STAINLESS STEEL
DFU	DRAINAGE FIXTURE UNITS	U/S	UNDER SLAB
DN	DOWN	UNO	UNLESS NOTED OTHERWISE
EWC	ELECTRIC WATER COOLER	UR	URINAL
EWH	ELECTRIC WATER HEATER	VB	VACUUM BREAKER
FCO	FLOOR CLEANOUT	VTR	VENT THROUGH ROOF
GAL	GALLON	WC	WATER CLOSET
GPF	GALLONS PER FLUSH	WHA	WATER HAMMER ARRESTOR
GPM	GALLONS PER MINUTE	WSFU	WATER SUPPLY FIXTURE UNITS
HB	HOSE BIB		

**GENERAL PLUMBING NOTES**

- THESE CONTRACT DOCUMENTS REPRESENT A PORTION OF A COMPLETE DESIGN WHICH, TO THE BEST OF OUR KNOWLEDGE HAVE BEEN PREPARED IN COMPLIANCE WITH APPLICABLE BUILDING CODE REQUIREMENTS. THE USE OF THESE PLANS WITHOUT THE CONSENT OF THE ENGINEER OF RECORD IS PROHIBITED. ALTERATIONS TO THE DESIGN AS SHOWN ON THESE PLANS ARE ONLY ALLOWED BY WRITTEN AUTHORIZATION OF THE ENGINEER OF RECORD.
  - THE PLUMBING CONTRACTOR SHALL COMPLY WITH THE 2020 (7th EDITION) FLORIDA BUILDING CODES AND AMENDMENTS, THE STATE OF FLORIDA ENERGY CODE, AND ALL LOCAL CODES AS MAY BE APPLICABLE.
  - THE INSTALLATION OF THE SYSTEMS SHALL BE IN ACCORD WITH THE MATERIALS AND METHODS INDICATED IN THE PLANS AND SPECIFICATIONS. ANY DESIRED DEVIATIONS SHALL BE SUBMITTED (IN WRITING) TO AND APPROVED BY THE ENGINEER. IF NOT INCLUDED IN THE SUBMITTALS AND NOT SPECIFICALLY REQUESTED, MATERIALS AND METHODS SHALL BE PROVIDED PER PLANS AND SPECIFICATIONS.
  - THE CODES REPRESENT THE MINIMUM INSTALLATION CRITERIA FOR THE PROJECT. IT IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO ADHERE TO THE DESIGN DOCUMENTS SO LONG AS THEY DO NOT INDICATE INSTALLATIONS THAT WILL PRESENT CODE VIOLATIONS. NO ADDITIONAL CHARGES WILL BE APPROVED OR ACCEPTED TO CHANGE THE INSTALLATION IN ORDER TO COMPLY WITH CODE OR TO RETROFIT ANY WORK THAT WAS INSTALLED IN VIOLATION OF A CODE.
  - ALL REQUESTS FOR INFORMATION "RFI" SHALL BE PROVIDED TO THE ENGINEER IN WRITTEN FORMAT LISTING THE SPECIFIC ITEM(S) IN QUESTION SO THAT IT CAN BE REVIEWED AND A RESPONSE IN WRITING. THE "RFI" SHALL BE SENT THRU THE PROPER CHANNELS SO THAT THE GENERAL CONTRACTOR AND ARCHITECT HAVE A RECORD OF IT PRIOR TO SENDING IT TO THE ENGINEER.
  - NOTICE TO CONTRACTOR: REVISIONS TO THESE DRAWINGS AND CERTIFICATION THERETO, WHICH MAY BE REQUIRED BY THE APPLICABLE INSPECTION AUTHORITY, BECAUSE OF CONTRACTOR OPTED REVISIONS SHALL BE COMPENSATED TO THE ENGINEER BY THE REQUESTING CONTRACTOR. PAYMENT WILL BE REQUIRED AT TIME OF CERTIFICATION DELIVERY.
  - PLUMBING PLANS ARE DIAGRAMMATIC ONLY. THEY ARE INTENDED TO INDICATE CAPACITY, SIZE, LOCATION, DIRECTION, AND GENERAL ARRANGEMENT, BUT NOT EXACT DETAILS OF CONSTRUCTION. THE FACT THAT ONLY CERTAIN FEATURES OF THE INSTALLATION ARE INDICATED MUST NOT BE TAKEN TO MEAN THAT OTHER SIMILAR OR DIFFERENT FEATURES WILL NOT BE REQUIRED. ALL RISERS AND DROPS IN PIPING NOT NECESSARILY SHOWN.
  - ALL EQUIPMENT SHALL BE TESTED, ADJUSTED AND PLACED IN SATISFACTORY OPERATIONAL CONDITION BY THE PLUMBING CONTRACTOR. THIS CONTRACTOR SHALL GUARANTEE ALL WORKMANSHIP, MATERIALS AND EQUIPMENT TO BE FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM DATE OF CERTIFICATE OF OCCUPANCY. THIS IS IN ADDITION TO ANY WARRANTY OR GUARANTEE FROM THE EQUIPMENT MANUFACTURER. FURNISH THE OWNER WITH THE MANUFACTURER'S WRITTEN WARRANTY CERTIFICATES.
  - CONTRACTOR SHALL EXAMINE ALL CONSTRUCTION DOCUMENTS INCLUDING MECHANICAL, PLUMBING, ELECTRICAL, FIRE SPRINKLER, ARCHITECTURAL AND STRUCTURAL DOCUMENTS FOR COORDINATION AND ADDITIONAL INFORMATION REGARDING INSTALLATION OF PLUMBING SYSTEMS.
  - WORK SHALL INCLUDE ALL LABOR, MATERIALS, PERMITS AND OTHER COSTS AS ARE NECESSARY FOR THE INSTALLATION OF A COMPLETE AND SATISFACTORY OPERATIONAL PLUMBING AND SANITARY SYSTEM.
  - SHOP DRAWINGS SHALL BE PROVIDED FOR ALL PLUMBING EQUIPMENT THAT IS TO BE USED ON THIS PROJECT WHETHER OR NOT THE EQUIPMENT IS SPECIFICALLY SPECIFIED IN THESE DOCUMENTS. THIS INCLUDES (BUT IS NOT LIMITED TO) WATER HEATERS, PLUMBING FIXTURES, PIPING & SUPPORTS, INSULATION, PUMPS, FITTINGS, ETC. SHOP DRAWINGS SHALL BE REQUIRED PRIOR TO ORDERING OR ANY INSTALLATION OF EQUIPMENT. ANY EQUIPMENT NOT INCLUDED IN THE SHOP DRAWING SUBMITTALS, SHALL BE PROVIDED PER THE PLANS AND SPECIFICATIONS. PROPOSED FIXTURE SUBSTITUTIONS SHOULD BE PROVIDED TO ARCHITECT FOR REVIEW AT LEAST 10 DAYS PRIOR TO BID. SUBMITTALS ARE TO BE TOTAL & COMPLETE. INCOMPLETE SHOP DRAWINGS WILL NOT BE REVIEWED. A MINIMUM OF FOUR (4) SETS OF SUBMITTALS SHALL BE PROVIDED IN BOOK/BINDER FORMAT WITH ALL EQUIPMENT (INCLUDING ANY/ALL OPTIONS) CLEARLY SELECTED/INDICATED ON THE CUTSHEETS INCLUDED IN THE SUBMITTAL. VERIFY WITH THE PROJECT ARCHITECT FOR ADDITIONAL SETS AS MAY BE REQUIRED.
- NOTE: MANUFACTURERS NOT LISTED REQUIRE PRIOR APPROVAL FOR INCLUSION IN BIDDING.
- LAVS, SERVICE SINKS, WATER CLOSETS, URINALS, BATH TUBS: AMERICAN STANDARD, TOTO, KOHLER CO.
- STAINLESS STEEL SINKS: AMERICAN STANDARD, KOHLER, ELKAY MFG. CO., KOHLER, DAYTON.
- FAUCETS: DELTA, MOEN, SYMMONS, AMERICAN STANDARD, CHICAGO, KOHLER, SLOAN, T&S BRASS.
- FLUSH VALVES: SLOAN VALVE CO. (ROYAL ONLY)
- WATER CLOSET SEATS, OPEN FRONT: BEMIS MFG. CO., BENEKE CORP.
- ELECTRIC WATER COOLERS AND OR DRINKING FOUNTAINS: ELKAY MFG. CO., HAWS, HALSEY TAYLOR \*
- FIXTURE SUPPORTS: JAY R SMITH, JOSAM MFG. CO., KOHLER CO., TYLER PIPE, ZURN INDUSTRIES, INC., HYDROMECHANICS DIV.
- VALVES: NIBCO, KITZ, WATTS
- FLOOR DRAINS, AND CLEANOUTS: ZURN INDUSTRIES, INC., JOSAM \* MFG. CO. PIPE, WATTS, JAY R SMITH
- PIPING SUPPORTS: HOLDRITE, SIOUX CHIEF MFG CO., KINDORF, UNISTRUT, EMPIRE INDUSTRIES INC., ERICO CADDY PIPING SPECIALTIES COPPER: SIOUX CHIEF MFG CO., WATTS
- PEX PIPING: UPONOR, ZURN
- WATER HEATERS, TANK TYPE AS BASED ON SCHEDULE REQUIREMENTS: LOCHINVAR, BRADFORD-WHITE, A.O. SMITH, STATE, RUUD/RHEEM
- WATER TEMP/MIXING VALVE ASSEMBLIES: POWERS, WATTS, TACO
- WASHER MACHINE, ICE MAKER BOXES AND VALVES: SIOUX CHIEF, GUY GRAY BOX, OATEY
- PRODUCTS PIPE PENETRATION IN POURED CONCRETE SLAB: HYDROFLAME
- (UL FIRE TESTED) RAIN OR STORM WATER STORAGE SYSTEMS: JAY R SMITH
- VITREOUS CHINA FIXTURES TO BE WHITE WITH ALL TRIM TO HAVE BRIGHT CHROME PLATED BRASS FINISH UNLESS NOTED OTHERWISE.
  - CONTRACTOR SHALL COORDINATE THE VOLTAGE, PHASE AND MINIMUM WIRE SIZE REQUIRED FOR WATER HEATERS AND PUMPS WITH ELECTRICAL CONTRACTOR PRIOR TO PURCHASING EQUIPMENT.
  - COLD WATER PIPING SHALL BE SCHEDULE 40 PVC UNDER GROUND, HOT AND COLD WATER DISTRIBUTION PIPING SHALL BE TYPE L COPPER, CPVC OR PEX ABOVE GRADE.
  - WATER DISTRIBUTION PIPING TO BE RUN IN SPACES ABOVE THE CEILING UNLESS OTHERWISE NOTED. CONTRACTOR SHALL RECEIVE WRITTEN PERMISSION TO INSTALL DISTRIBUTION PIPING UNDER SLAB PRIOR TO INSTALLATION. WHEN ALLOWED, UNDERSLAB DISTRIBUTION PIPING TO BE MINIMUM TYPE 1/2" COPPER WITH BRAZED JOINTS OR PEX RUN IN A FULL, CONTINUOUS CHASE PIPE. PENETRATIONS THROUGH SLAB TO BE SLEEVED.
  - ALL MAIN VALVES ARE TO BE BRASS, FULL PORTED BALL VALVES.
  - INSTALL GALVANIZED STEEL WATER HEATER DRAIN PAN, MINIMUM OF 1" DEEP AND OF ADEQUATE SIZE WITH 3/4" PIPING TO ADJACENT FLOOR DRAIN.
  - INSULATE ALL HOT WATER PIPING; FOR PIPE SIZES UP TO 1-1/2" USE 1/2" INSULATION, FOR PIPE SIZES OVER 1-1/2" USE 1" INSULATION. RECIRCULATING LINES TO BE INSULATED WITH MIN 1/2" INSULATION WITH A R-2 RATING. INSULATION COLOR SHALL BE BLACK WHERE CONCEALED AND WHITE WHERE EXPOSED TO VIEW. INSULATION TYPE TO BE ARMAFLEX OR EQUAL.
  - INSULATE ALL EXPOSED DISTRIBUTION PIPING UNDER LAVATORIES AND SINKS.
  - PROVIDE STOP OR ANGLE VALVE ON EACH WATER CONNECTION TO EACH PLUMBING FIXTURE.
  - PROVIDE SHOCK ABSORBER TO PREVENT WATER HAMMER FOR EACH FIXTURE THAT HAS A QUICK CLOSING VALVE ASSEMBLY. SIZE OF SHOCK ARRESTORS TO BE PER P.D.I. RECOMMENDATIONS. PROVIDE ACCESS PANEL ABOVE HARD CEILING FOR ACCESS TO WATER HAMMER ARRESTORS WHERE REQUIRED.
  - PROVIDE AT ALL REFRIGERATOR LOCATIONS: 3/8" CW LINE WITH CHECK VALVE TO 1/4" PETCOCK, 6" ABOVE FLOOR. FURNISH 48" OF 1/4" CPVC TUBING FOR CONNECTION TO REFRIGERATOR ICE MAKER.
  - ALL DRAIN, WASTE AND VENT PIPING SHALL BE SCHEDULE 40 P.V.C.
  - PROVIDE A TWO-WAY CLEANOUT AT THE BUILDING DRAIN 18" FROM THE ENTRANCE OF THE SANITARY LINE TO THE BUILDING.
  - CONTRACTOR TO REUSE EXISTING VENT THROUGH ROOF. DO NOT ADD ADDITIONAL VENTS THROUGH ROOF WITHOUT PRIOR APPROVAL FROM THE ARCHITECT OF RECORD. VERIFY EXACT PLACEMENT OF VENTS THROUGH ROOF WITH ARCHITECT PRIOR TO INSTALLATION.
  - THIS CONTRACTOR IS RESPONSIBLE FOR ALL HVAC CONDENSATE DRAINS INCLUDING PIPING, INSULATION THEREOF AND DRYWELLS OR RECEPTORS. INSULATE ALL HVAC CONDENSATE LINES ABOVE SLAB WITH MINIMUM OF 3/4" FLEXIBLE FOAM INSULATION EQUAL TO ARMAFLEX. CONDENSATE LINES UNDERGROUND AND UNDERSLAB ARE TO BE A MINIMUM OF 2" IN SIZE UNLESS NOTED OTHERWISE. DRYWELLS ARE TO BE EQUIPPED WITH OVERFLOW DRAIN GOOSENECK EQUAL TO THE CONDENSATE DRAIN SIZE.

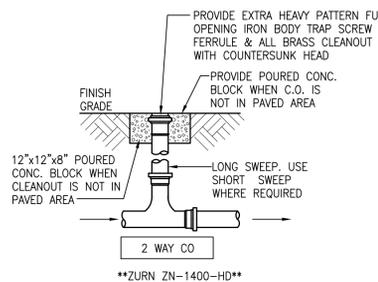
**ELECTRIC WATER HEATER SCHEDULE**

MARK	MANUFACTURER	MODEL	INPUT (KW)	ELECTRICAL V-PH.-HZ.	SIZE (GALLONS)	REMARKS
EWH-1	A.O. SMITH	DEL-40	4.5	208-1-60	40	1

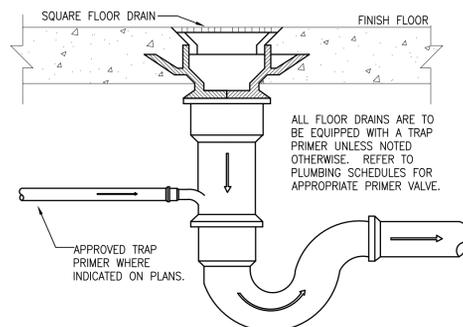
REMARKS

- PROVIDE WITH P&T VALVE, EXPANSION TANK AND GALVANIZED STEEL DRAIN PAN.

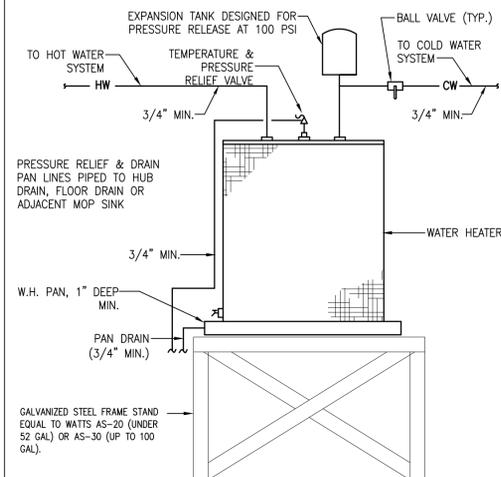
**TYPICAL CLEANOUT DETAIL**



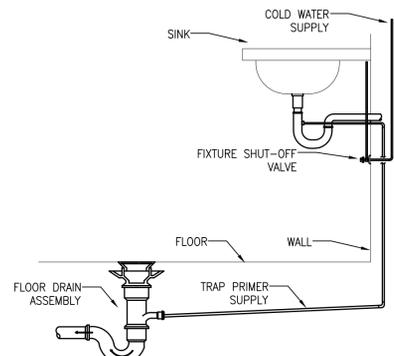
**FLOOR DRAIN DETAIL**



**WATER HEATER DIAGRAM**



**TRAP PRIMER VALVE DETAIL**



**PLUMBING FIXTURE SCHEDULE**

MARK	FIXTURE TYPE	MAKE - MODEL	MATERIAL	ACCESSORIES	REMARKS	TRAP	COLD	HOT	SANITARY
L-1	LAVATORY/UNDERMOUNT	KOHLER - "CAXTON" K-2210	VITREOUS CHINA	SYMMONS S-244-2-G-LWG FAUCET 8-16" CENTERSET	1,4	1-1/4"	1/2"	1/2"	2"
L-2	LAVATORY/A.D.A.	KOHLER - "CHESAPEAKE" K-1728	VITREOUS CHINA	SYMMONS S-240-2-G-LWG FAUCET 4" CENTERSET	1,4,5,6,8,9	1 1/4"	1/2"	1/2"	2"
WC-1	WATER CLOSET - FLUSH VALVE	KOHLER - "WELLCOMME" K-4349	VITREOUS CHINA	PROVIDE WITH OPEN FRONT SEAT WITH STAINLESS STEEL CHECK HINGES, SLOAN ROYAL FLUSH VALVE ASSEMBLY	1,3	INTEGRAL	1"	-	3"
WC-2	WATER CLOSET - FLUSH VALVE, A.D.A.	KOHLER - "HIGHCREST" D-4302	VITREOUS CHINA	PROVIDE WITH OPEN FRONT SEAT WITH STAINLESS STEEL CHECK HINGES, SLOAN ROYAL FLUSH VALVE ASSEMBLY	1,3,5	INTEGRAL	1"	-	3"
UR	URINAL	KOHLER - "BARDON" K-4960-ET	VITREOUS CHINA	PROVIDE WITH SLOAN ROYAL 186 FLUSH VALVE ASSEMBLY AND WALL CARRIER	1,2,6,10	INTEGRAL	3/4"	-	2"
EWC	ELECTRIC WATER COOLER	ELKAY EZTL8C WALL MOUNT BARRIER FREE COOLER	STAINLESS STEEL	-	7,8	-	-	-	-
FD	FLOOR DRAIN	ZURN #ZN-415 TYPE S STRAINER, 7"x7" STRAINER	CI BODY, NB TOP	TRAP PRIMER FROM SINK TAILPIECE	-	3"	-	-	3"
WM	WASHING MACHINE BOX	OATEY QUADRO WASHING MACHINE OUTLET BOX PVC - 68546, COPPER 68545	PLASTIC	SINGLE LEVER BALL VALVE	-	2"	1/2"	1/2"	3"
US	UTILITY SINK	MUSTEE UTILATUB 19W (WALL MOUNT)	PLASTIC	MUSTEE 93.600 FAUCET	-	2"	1/2"	1/2"	2"
KS	BAR SINK	ELKAY "CELEBRITY" CR1721 WITH SINGLE FAUCET HOLE	STAINLESS STEEL	ELKAY #LK-20888	-	1 1/4"	1/2"	1/2"	2"
IMB	ICE MAKER BOX	OATEY 39152 1/4 TURN VALVE WITH HAMMER ARRESTOR	PLASTIC BODY	-	-	-	1/2"	-	-
SHR-1	SHOWER	TILE SHOWER	TILE	PROVIDE WITH SHOWER DRAIN AND SYMMONS 1-117-FSB-295 MIXING VALVE ASSEMBLY WITH PRESSURE BALANCING VALVE, SLIDE BAR WITH HAND HELD SPRAYER, SHOWER HEAD AND DIVERTER VALVE.	-	2"	1/2"	1/2"	2"
SHR-2	A.D.A. SHOWER	TILE SHOWER	TILE	PROVIDE WITH SHOWER DRAIN, GRAB BARS AND SYMMONS 1-117-FSB-295 MIXING VALVE ASSEMBLY WITH PRESSURE BALANCING VALVE, SLIDE BAR WITH HAND HELD SPRAYER, SHOWER HEAD AND DIVERTER VALVE. AT A.D.A. SHOWER PROVIDE SHOWER ASSEMBLY WITH L-SHAPED GRAB BAR AND FOLD-UP SEAT.	8	2"	1/2"	1/2"	2"

**REMARKS**

- WHITE FIXTURE COLOR.
- 1.0 G.P.F.
- 1.6 G.P.F.
- 0.5 GAL/ MIN.
- MOUNT @ HANDICAP HT.
- PROVIDE W/ WALL CARRIER SYSTEM BY ZURN SUITABLE FOR WALL TYPE AND MATCHING FIXTURE SIZE WHERE NEEDED. CARRIER TO BE FLOOR MOUNTED MODEL.
- PROVIDE W/ CEILING ACCESS PANEL FOR SERVICE ACCESS TO HAMMER ARRESTOR.
- PROVIDE W/ A.D.A. COMPLIANT FIXTURE ASSEMBLY.
- PROVIDE W/ U/C TRAP GUARD & HOT & COLD WATER SUPPLY LINE GUARDS.
- CONTRACTOR RESPONSIBLE FOR COORDINATION OF URINAL HEIGHT PER APPLICABLE ACCESSIBILITY CODES. WHERE RESTROOM CONTAINS A SINGLE URINAL, IT SHALL BE MOUNTED AT ACCESSIBLE HEIGHT. WHERE RESTROOM CONTAINS MULTIPLE URINALS, AT LEAST ONE SHALL BE MOUNTED AT ACCESSIBLE HEIGHT. COORDINATE ALL DETAILS WITH ARCHITECT.

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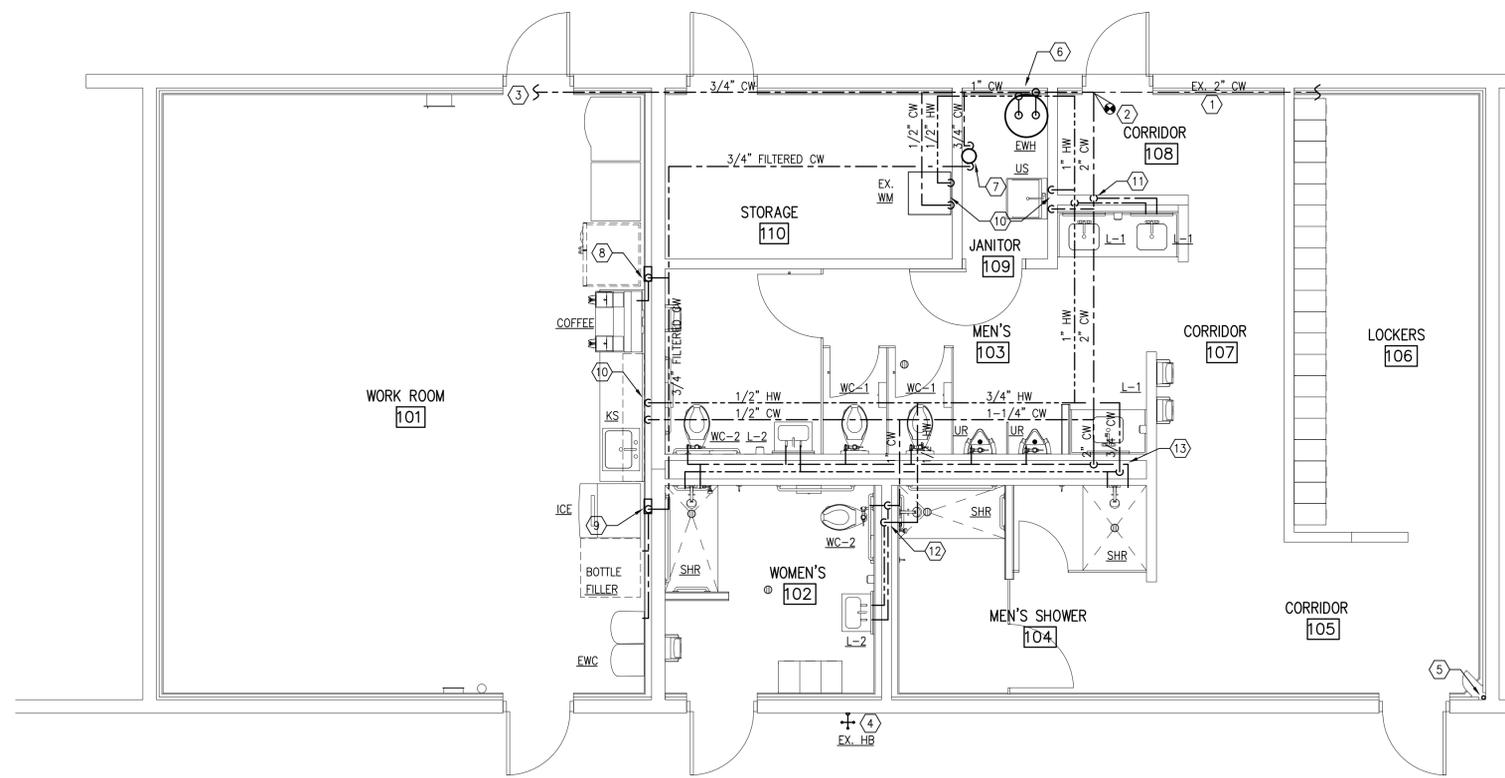
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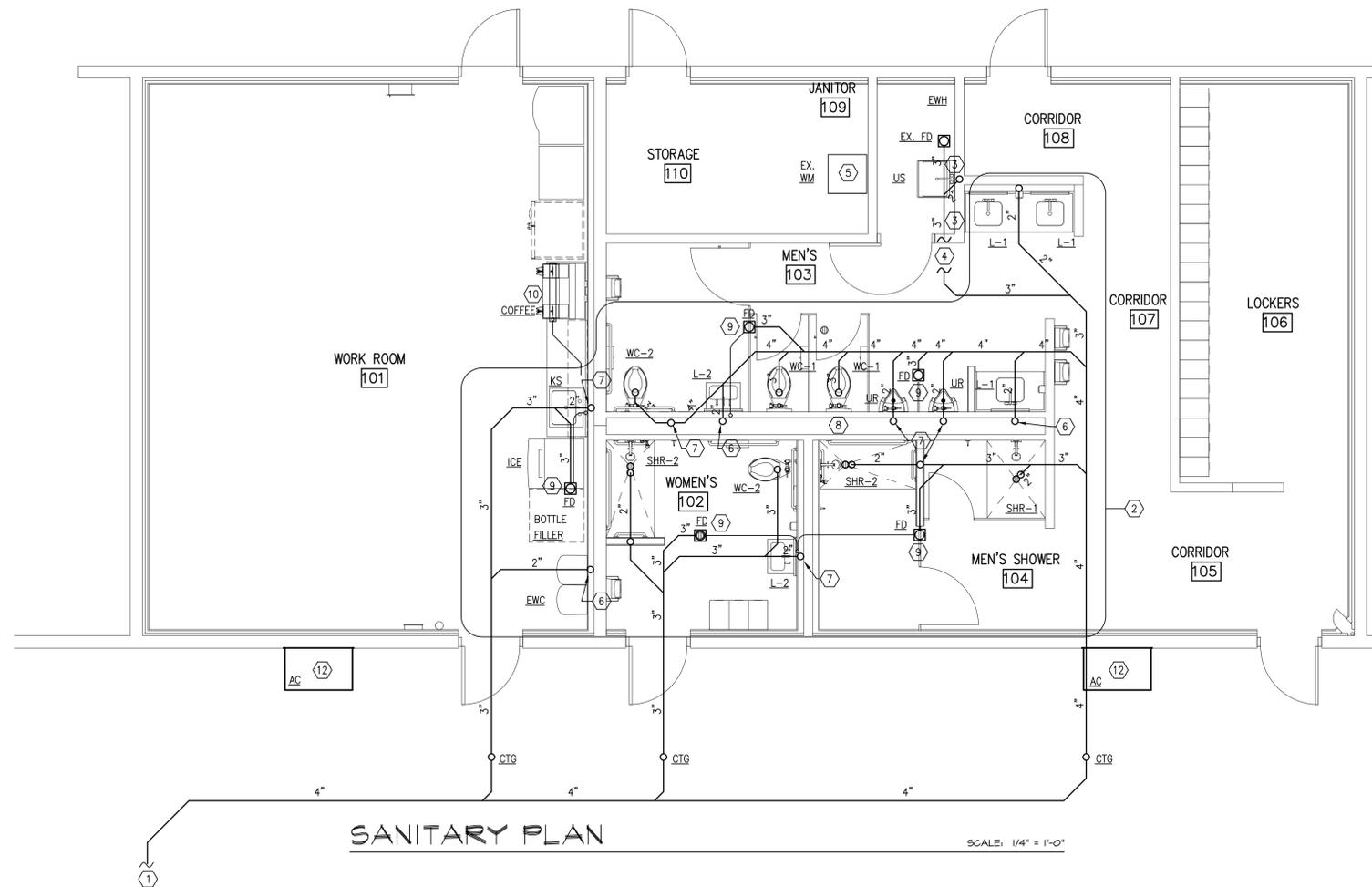
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DOMESTIC WATER PLAN

SCALE: 1/4" = 1'-0"



SANITARY PLAN

SCALE: 1/4" = 1'-0"

DOMESTIC WATER PLAN KEYNOTES

- EXISTING 2" WATER TO REMAIN. CONTRACTOR TO FIELD VERIFY SIZE AND LOCATION PRIOR TO CONSTRUCTION.
- CONNECT 2" CW TO EXISTING.
- CONNECT 3/4" CW TO EXISTING. CONTRACTOR TO FIELD VERIFY SIZE AND LOCATION PRIOR TO CONSTRUCTION.
- FIELD LOCATE EXISTING HOSE BIBB SUPPLY AND FIELD ROUTE NEW SUPPLY TO EXISTING.
- EXISTING R.O. LINE AND VALVE TO REMAIN.
- 1" CW DOWN, 1" HW UP.
- 3/4" CW DOWN TO FILTER, 3/4" FILTERED CW UP. WATER FILTER TO BE REUSED OR IF NEW, PROVIDED BY OWNER.
- 1/2" FILTERED CW DOWN, 1/2" TO COFFEE AND 1/2" TO REFRIGERATOR ICE MAKER BOX.
- 3/4" FILTERED CW DOWN, 1/2" TO WATER COOLER, BOTTLE FILLER AND ICE MAKER.
- 1/2" HW & CW DOWN.
- 1/2" HW & CW DOWN, 1/2" HW & CW TO EACH LAV.
- 1/2" HW & 1" CW DOWN. 1" CW TO WATER CLOSET, 1/2" HW & CW TO SHOWER AND LAV.
- 3/4" HW & 2" CW DOWN. 3/4" CW TO EACH URINAL, 1" CW TO EACH WATER CLOSET, 1/2" HW & CW TO EACH LAVATORY AND SHOWER.

GENERAL PLAN NOTES:  
ALL FIXTURES TO BE REMOVED UNLESS OTHERWISE NOTED. REFER TO ARCHITECTURAL DEMOLITION PLAN.

SANITARY PLAN KEYNOTES

- NEW 4" SANITARY TO SITE CONNECTION GENERAL.
- ALL EXISTING FIXTURES TO BE REMOVED, PIPING TO BE NEW UNLESS NOTED OTHERWISE.
- EXISTING PIPING TO REMAIN. NEW SINK TO BE PROVIDED.
- CONTRACTOR TO FIELD LOCATE EXISTING SANITARY AND CONNECT.
- EXISTING WASHING MACHINE AND DRAIN TO FLOOR DRAIN TO REMAIN.
- 1-1/2" VENT.
- 2" VENT.
- FIELD LOCATE EXISTING VENT THROUGH ROOF AND CONNECT NEW TO EXISTING.
- 1/2" TRAP PRIMER FROM SINK TAILPIECE TO FLOOR DRAIN INDICATED.
- 1/2" DRAIN FROM COUNTERTOP TROUGH TO DISHWASHER TAILPIECE INSTALLED AT KS (BREAKROOM SINK).
- EXISTING CONDENSATE TO REMAIN AND BE RE-USED.

GENERAL PLAN NOTES:  
ALL FIXTURES TO BE REMOVED UNLESS OTHERWISE NOTED. REFER TO ARCHITECTURAL DEMOLITION PLAN.



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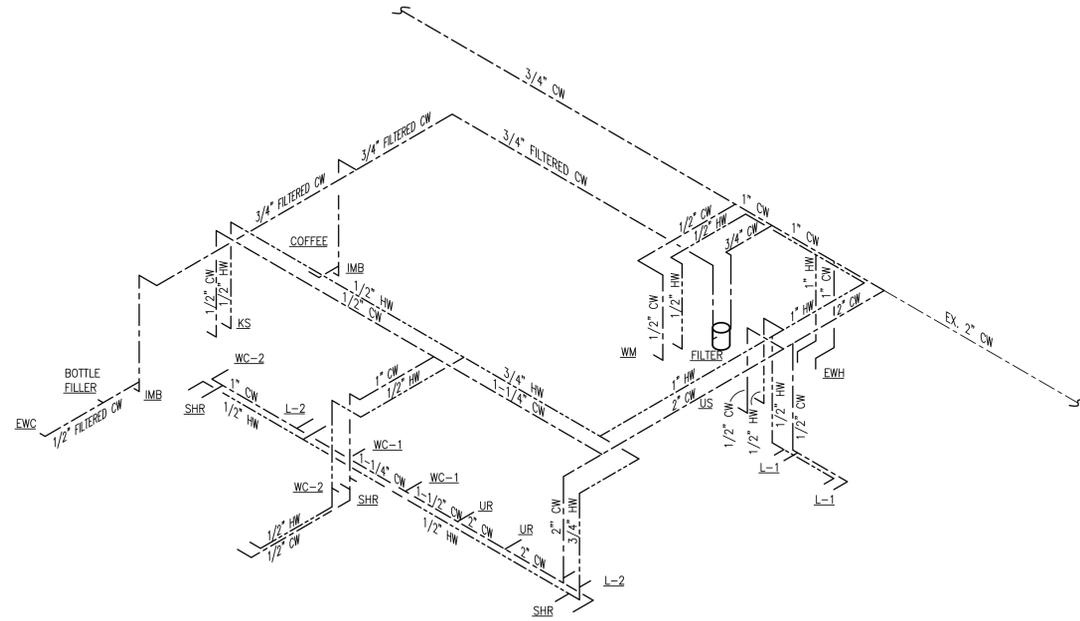
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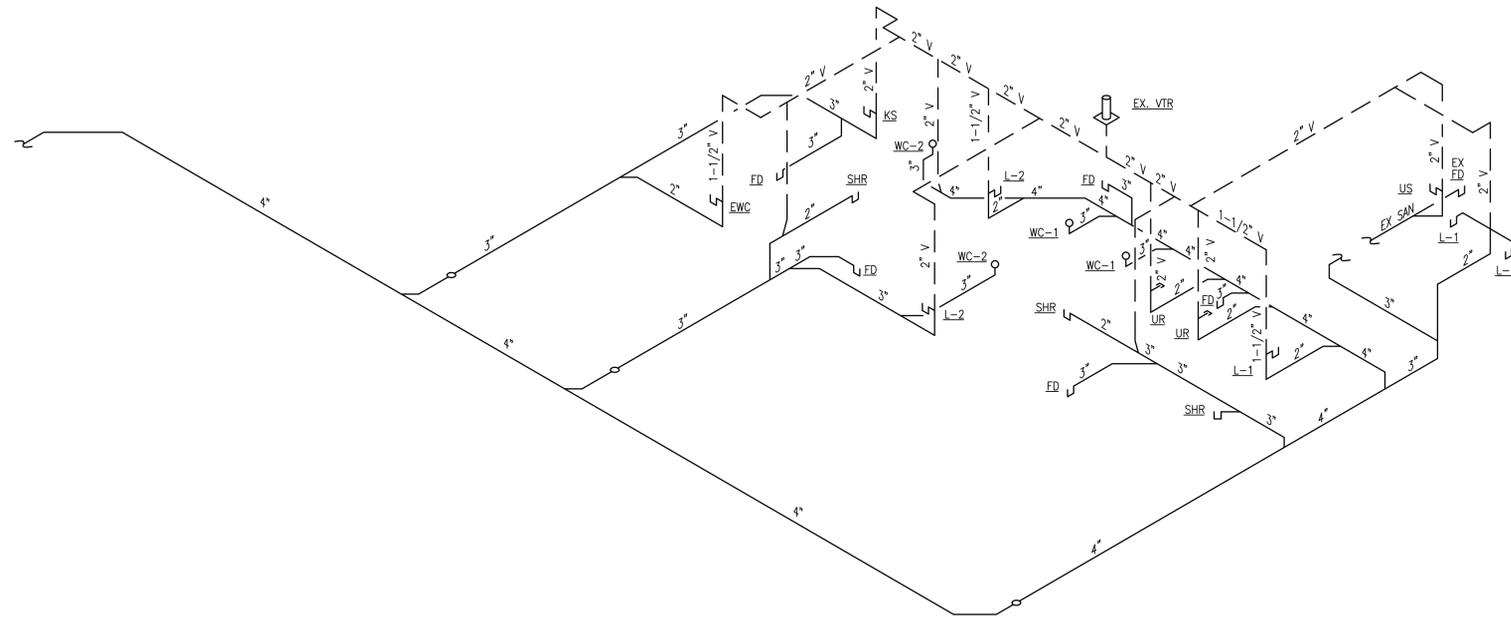
12-15-2023

PROJECT NO. 2023-J-195



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**BUILDING E RENOVATION**  
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12-15-2023

**P200**  
 PROJECT NO. 2023-J-195

# AIA® Document A201® - 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

LCMCD Breakroom and Locker Rooms Building E Renovations

### THE OWNER:

*(Name, legal status and address)*

Lee County Mosquito Control District  
15191 Homestead Road  
Lehigh Acres, FL 33971

### THE ARCHITECT:

*(Name, legal status and address)*

ADG Architecture, llc  
3820 Colonial Blvd  
Suite 100  
Fort Myers, FL 33966

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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.