

## **REQUEST FOR PROPOSALS**

# Pre-fabricated & Pre-engineered Large Steel Storage Building Foundation & Building Assembly

RFP 2024-02
Proposals must be received before:
May 10, 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

Lee County Mosquito Control District

15191 Homestead Road • Lehigh Acres, FL 33971 (236) 694-2174 • Fax (239) 694-5952 <u>www.lcmcd.org</u>

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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 to construct the foundation and erect a pre-engineered, pre-fabricated steel storage building to store large vehicles and equipment in.

#### 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 (Pre-fabricated and Pre-engineered Large Steel Storage Building

Foundation and building Assembly) – 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 Friday, May 10, 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 <u>RFP number</u> and <u>title</u> 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 and Inventory Division Email: monges@lcmcd.org

The deadline for written questions is **Friday, April 26<sup>th</sup>, 2024 10:00am** 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: Friday, April 5<sup>th</sup> @ 3:00 pm

On site meeting with potential proposers: Thursday, April 18<sup>th</sup> @ 10:00am

Last day of proposer questions: Friday, April 26<sup>th</sup> @ 10:00am

Last day for addendums/clarifications by design team: Friday, May 3<sup>rd</sup> @ 4:00pm

Bid closing: Friday, May 10<sup>th</sup> @ 2:00pm

Board meeting: Thursday, May 23<sup>rd</sup>

Signed contract returned to contractor (notice to proceed): Thursday, May 23rd

#### 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 18<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 14<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 <a href="Monges@lcmcd.org">Monges@lcmcd.org</a>.

#### **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 <u>Exhibit A</u>. 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 <u>Exhibit A</u>, at the fixed prices detailed in the Firm's RFP response.

#### N. <u>VEN</u>UE

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**

The District is seeking a qualified vendor who can construct the foundation and erect a large prefabricated steel building kit.

#### VI. SCOPE of WORK

The District seeks to construct the foundation and erect a pre-engineered, pre-fabricated steel storage building to store large vehicles and equipment in. The bidder should meet the following specifications:

- 1. Mobilization on site
- 2. Regrading and/or adding fill to meet site and finished floor elevations specified in the civil drawings.
- 3. Installation of foundation and slab reinforcing.
- 4. Forming, pouring, and finishing of concrete foundation and slab.
- 5. Assembly and erection of the provided metal building kit. The metal building kit shall be erected in accordance with the provided Allied drawings and specifications.
  - a. Openings in building include (6) manual operation overhead doors, (2) manual swing doors, (4) wall-mounted louvers and (2) wall-mounted fans. Coordinate all opening locations and sizes with the Allied drawings, architectural drawings and mechanical drawings.
- 6. Installation of electrical components and connection to existing Building O electrical system per electrical drawings.
- 7. Installation of roof insulation per architectural drawings and specifications.
  - a. Installation of wall insulation is a bid alternate and shall be installed upon owner's discretion. If installed, wall insulation shall meet architectural 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 is 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.

#### IX. CERTIFICATION and ACKNOWLEDGEMENT

The undersigned,	as an authorized agent of the	e proposer, herel	by certifies (initial	each statement)	):
( ) The Propos	er is in receipt of	addenda.			
	er is familiar with all instruction cluding the following:	ons, terms and co	onditions, and sp	ecifications sta	ited in
( ) The pr April 1	roposer understands there is <b>.8<sup>th</sup>, 2024 beginning at 10:00</b> istration Building. Attendance	AM EST at the I	Lee County Mosc	uito Control D	District
• •	oposer will be available for it orning of <b>May 14<sup>TH</sup> , 2024</b> . Int			•	during
RFP (E	oposer has reviewed the Dist xhibit A), which Agreement w work. <b>Any request for mo</b> <b>nse included in TAB D.</b>	vill form the basis	of any contract	for the perforr	mance
( ) The Propose	r is qualified to perform the v	vork and services	outlined in this	RFP.	
than a bona and they have other than a percentage, this agreemed ( ) The Propose on the Discrit ( ) The Proposer, Discommunicati its employed be communicatify employed be communication ( ) The offers, to upon by the	fide employee working solely we not paid or agreed to pay a bona fide employee work gift, or other consideration of ent.  For represents and warrants the iminatory Vendor List, nor are all has been arrived at independent strict staff or District contracted by the Proposer or, to the ess or agents to any person not icated to any person prior to his paragraph shall be constructed in joining together to submit a terms and conditions of the proposer of the propo	for the Responder any person, comping solely for the contingent upon a set they under invested and the contingent submit of the contingent submit of the District's first an employee of the District's first and the contingent of the proposal for the poposal will remain	ent to solicit or section, corporation entry, corporation entry on the Constigation for violated without collatents of the Proknowledge and or agent of the Prohal action on this preclude two or ework.	ecure this agree on, individual, only fee, commaward or make victed Vendor ation of the sausion with any posal have not belief, by any of the comparation of the December of t	ement r firm, ission, king of List or me. r other t been one of vill not istrict. nies or relied
Signed By:		Title:			
Did Addi ess	P.O. Box or Street	City	State	Zip	
Order Address:					
	P.O. Box or Street	City	State	Zip	
Remit Address:					
	P.O. Box or Street	City	State	Zip	
Federal Tax ID No.	.:				
DUNS No.:		Date:			

# 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	ı 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)

Pre-fabricated & Pre-engineered Large Steel Storage Foundation & Building Assembly

#### The Architect:

</p

(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.

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\*\*User Notes:\*\*

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#### **TABLE OF ARTICLES**

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

#### **EXHIBIT A INSURANCE AND BONDS**

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- [ **«X »**] 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.)

[ «	<b>X</b> »] By the following date: «»		
are to be	Subject to adjustments of the Contract completed prior to Substantial Compion of such portions by the following	oletion of the entire Work, the Cor	
	Portion of Work	Substantial Completion D	ate
	If the Contractor fails to achieve Subsuall be assessed as set forth in Section		this Section 3.3, liquidated damages,
	ne Owner shall pay the Contractor the . The Contract Sum shall be $\ll$ » (\$ $\ll$		
§ 4.2 Alto § 4.2.1	ernates Alternates, if any, included in the Cont	ract Sum:	
	Item	Price	
execution	Subject to the conditions noted below, n of this Agreement. Upon acceptance elow each alternate and the condition	e, the Owner shall issue a Modific	cation to this Agreement.
	Item	Price	Conditions for Acceptance
	lowances, if any, included in the Conteach allowance.)		Conditions for Acceptance
	lowances, if any, included in the Cont		Conditions for Acceptance
	lowances, if any, included in the Cont each allowance.)	ract Sum:	Conditions for Acceptance
( <i>Identify</i> <b>§ 4.4</b> Ur	lowances, if any, included in the Cont each allowance.)	ract Sum:	
( <i>Identify</i> <b>§ 4.4</b> Ur	lowances, if any, included in the Conteach allowance.)  Item  nit prices, if any:	ract Sum:	th the unit price will be applicable.)
( <i>Identify</i> <b>§ 4.4</b> Ur	lowances, if any, included in the Cont each allowance.)  Item  hit prices, if any: the item and state the unit price and of	Price  Price  quantity limitations, if any, to whice	th the unit price will be applicable.)
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§ 4.4 Ur (Identify § 4.5 Lia (Insert te	lowances, if any, included in the Conteach allowance.)  Item  Item	Price  Quantity limitations, if any, to whice  Units and Limitations  mages, if any.)	wh the unit price will be applicable.)  Price per Unit (\$0.00)
§ 4.4 Ur (Identify § 4.5 Lia (Insert te	lowances, if any, included in the Conteach allowance.)  Item  Item	Price  Quantity limitations, if any, to whice  Units and Limitations  mages, if any.)	wh the unit price will be applicable.)  Price per Unit (\$0.00)

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

#### 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<sup>™</sup>–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;
  - Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
  - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
  - **.5** Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

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

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

**«** »

#### § 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

**«** »

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

**«** »

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

**«** »

- **§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
  - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
  - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**«** »

#### § 5.3 Interest

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

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

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, Ilc, 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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<b>‹</b> ‹	· >>			
<b>‹</b> ‹	<b>*</b>			
<b>‹</b> ‹	· >>			

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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.)

[ **«X »**] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ « » ] Litigation in a court of competent jurisdiction

[ « » ] Other (Specify)

**«** »

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

#### ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

**«** »

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

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

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

#### § 8.2 The Owner's representative:

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

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

#### § 8.3 The Contractor's representative:

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

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<	« »			
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<b>&lt;</b>	<b>«</b> »			
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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<sup>TM</sup>\_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<sup>TM</sup>—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

**(( )** 

#### § 8.7 Other provisions:

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 subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any sub-contractor or lower tier subcontractor 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: <a href="https://www.epa.gov/smm/comprehensive-">https://www.epa.gov/smm/comprehensive-</a> procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### 8.71 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.

**«** »

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 .2 .3 .4	AIA Document A101 <sup>TM</sup> _2017, Sta AIA Document A101 <sup>TM</sup> _2017, Ex AIA Document A201 <sup>TM</sup> _2017, Ge AIA Document E203 <sup>TM</sup> _2013, Bu indicated below: (Insert the date of the E203-2013 in	hibit A, Insurance and Bor eneral Conditions of the Co ilding Information Modeli	nds ntract for Construction ng and Digital Data Ex	
	« »			
.5	Drawings			
	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda, if any:			
	Number	Date	Pages	
	Number  Portions of Addenda relating to bi Documents unless the bidding or p	dding or proposal requirer	nents are not part of the	
.8	Portions of Addenda relating to bi	dding or proposal requirer proposal requirements are a	nents are not part of the	Article 9.
.8	Portions of Addenda relating to be Documents unless the bidding or potential of the Exhibits:  (Check all boxes that apply and in required.)  [	dding or proposal requirer proposal requirements are a	nents are not part of the also enumerated in this a stion identifying the exh	Article 9. ibit where
.8	Portions of Addenda relating to be Documents unless the bidding or potential of the Exhibits:  (Check all boxes that apply and in required.)  [	dding or proposal requirer proposal requirements are a clude appropriate information of the control of the cont	nents are not part of the also enumerated in this a stion identifying the exh	Article 9. ibit where
.8	Portions of Addenda relating to bit Documents unless the bidding or posterior of the Exhibits:  (Check all boxes that apply and in required.)  [	dding or proposal requirer proposal requirements are a clude appropriate information of the control of the cont	nents are not part of the also enumerated in this a stion identifying the exh	Article 9. ibit where
.8	Portions of Addenda relating to bit Documents unless the bidding or posterior of the Exhibits:  (Check all boxes that apply and interquired.)  [	dding or proposal requirer proposal requirements are a clude appropriate information of the control of the cont	nents are not part of the also enumerated in this a stion identifying the exh	Article 9. ibit where
.8	Portions of Addenda relating to bit Documents unless the bidding or proceed to the Exhibits:  (Check all boxes that apply and interequired.)  [	dding or proposal requirer proposal requirements are a clude appropriate information of the control of the cont	nents are not part of the also enumerated in this aution identifying the exhibit, dated as indicated this Agreement.)  Pages	Article 9. ibit where

.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<sup>TM</sup>\_2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

**«** »

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

OWNER (Signature)	CONTRACTOR (Signature)
« »« »	« »« »
(Printed name and title)	(Printed name and title)

# AIA Document A101 - 2017 Exhibit A

#### Insurance and Bonds

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

#### for the following **PROJECT**:

(Name and location or address)

Pre-fabricated & Pre-engineered Large Steel Storage Building Foundation & Building Assembly

#### 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

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Notes: (959596611)

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. Sublimits, if any, are as follows:

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

Causes of Loss	Sub-Limit 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.)

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Coverage 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.

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- .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.)

T Notes: (959596611)

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	the extent provided below. The Contra and the Owner shall be responsible for shall provide the Owner with a copy of shall adjust and settle the loss with the insurance in accordance with Article 1 (Where the Contractor's obligation to obligations as described under Section Additionally, if a party other than the O	ctor shall disclose to closses within the difference the property insurations and be the close to the General Comprovide property in A.2.3, indicate such commer will be respective proceeds of procee	onditions unless otherwise set forth below: assurance differs from the Owner's ch differences in the space below. onsible for adjusting and settling a loss with operty insurance in accordance with Article
	« »		
	§ A.3.3.2.2 Railroad Protective Liabil claim and « » (\$ « » ) in the aggregate		policy limits of not less than « » (\$ « » ) per fifty (50) feet of railroad property.
-	§ A.3.3.2.3 Asbestos Abatement Liab claim and « » (\$ « » ) in the aggregate handling, storage, transportation, and of	e, for liability arisin	
	§ A.3.3.2.4 Insurance for physical dar construction site on an "all-risks" com		nile it is in storage and in transit to the
	§ A.3.3.2.5 Property insurance on an "the Contractor and used on the Project."		d value form, covering property owned by ling and other equipment.
	A.3.3.2.6 Other Insurance (List below any other insurance coveralimits.)	age to be provided b	by the Contractor and any applicable
Cov	erage	Limits	
e Contractor the jurisdict	mance Bond and Payment Bond r shall provide surety bonds, from a cor ion where the Project is located, as foll- nd penal sum of bonds.)		s lawfully authorized to issue surety bonds
Туре			Penal Sum (\$0.00)
Payı	ment Bond		

Payı contain provisions identical to AIA Document A312<sup>TM</sup>, 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:

**«** »

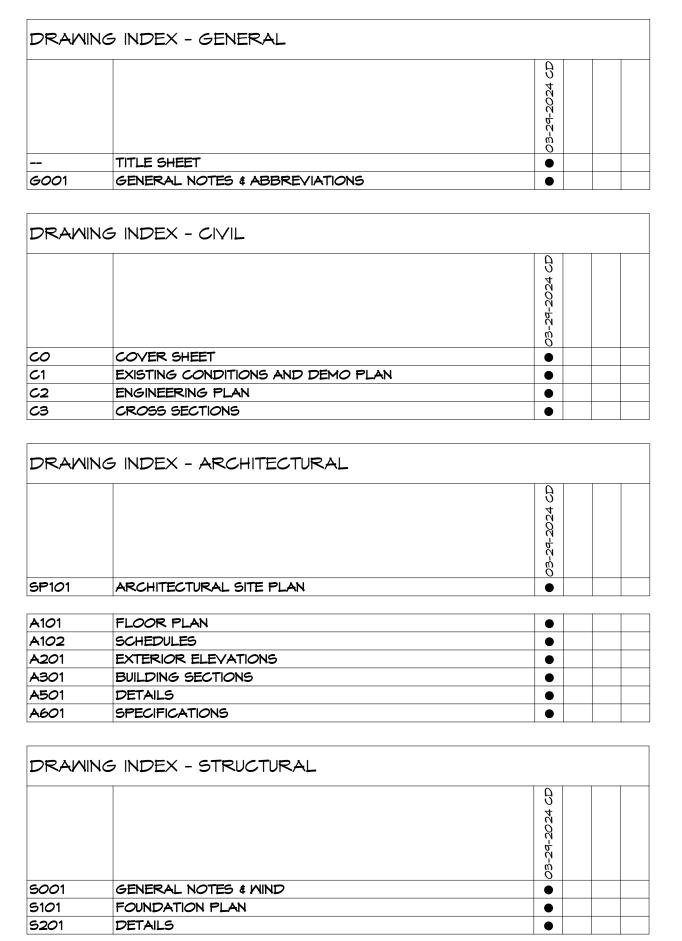
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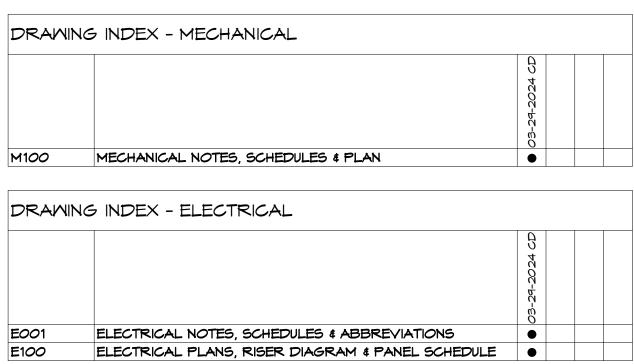
6

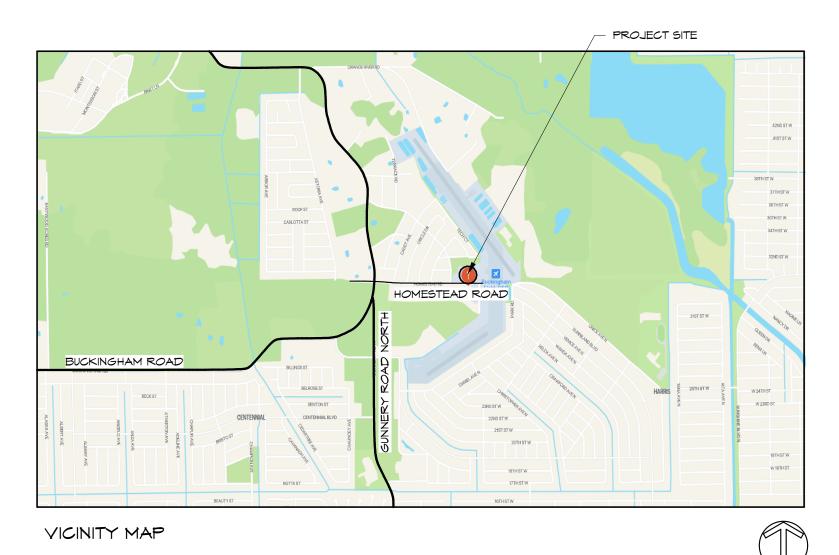
#### LEE COUNTY MOSQUITO CONTROL DISTRICT

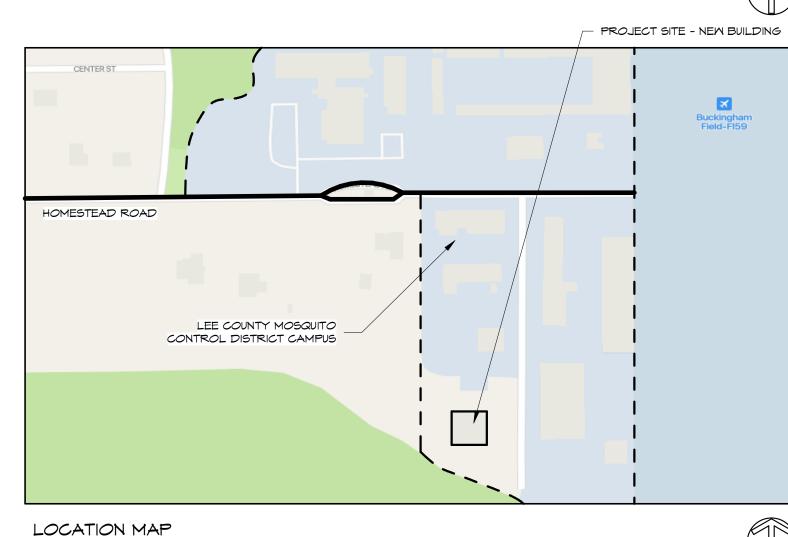
## NEW METAL BUILDING

### 15159 HOMESTEAD ROAD LEHIGH ACRES, FL 33971









PROJECT SCOPE

MORK CONSISTS OF A NEW ONE STORY PRE-ENGINEERED STEEL BUILDING. BUILDING IS A NON-OCCUPIED SPACE BUILT FOR THE SOLE PURPOSE OF PARKING MOTORIZED VEHICLES. NO AUTOMOTIVE MAINTENANCE NOR STORAGE OF HAZARDOUS MATERIALS WILL BE PERFORMED IN THIS BUILDING.

Project #2023-J-128

#### FLORIDA BUILDING CODE - BUILDING, 2023 - 8TH EDITION BUILDING DATA CHART

A. BUILDING CLASSIFICATION USE GROUP 5-2 (PER FBC CHAPTER 3)

B. TYPE OF CONSTRUCTION

NUMBER OF STORIES

(PER FBC TABLES 504.3, 504.4, 506.2 AND FBC SECTION 602)

MINIMUM CONSTRUCTION TYPE PROVIDED

TYPE II B NON OR FULLY FIRE SPRINKLERED NON-SPRINKLERED

PROPOSED 28'-8" BUILDING HEIGHT 8,000 SF

C. FIRE-RESISTANT RATINGS REQUIREMENTS FOR BUILDING ELEMENTS (hours)

(PER FBC TABLE 601)

BUILDING ELEMENTS	REQUIREMENT	PROPOSED	DESIG
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 INLUDING SUPPORTING BEAMS & JOISTS	0	0	-
ROOF CONSTRUCTION INCLUDING SUPPORTING BEAMS & JOISTS	0	0	-

D. FIRE-RESISTANT RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE (PER FBC TABLE 705.5)

•			
FIRE SEPARATION DISTANCE (feet)	REQUIREMENT	PROPOSED	DESIGN
x<5	0	0	-
5 ≤×< 10	0	0	-
10 ≤×< 30	0	0	-
v > 20			

E. MAXIMUM AREA OF EXTERIOR WALL OPENINGS (PER FBC TABLE 705.8)

FBC TABLE 705.8)		
<u>OPENING</u>	REQUIREMENT	PROVIDED
0 TO 3 FT	NP	N/A
3 TO 5 FT	NP	N/A
5 TO 10 FT	10%	N/A
10 TO 15 FT	15%	N/A
15 TO 20 FT	25%	N/A
20 TO 25 FT	45%	N/A
25 TO 30 FT	70%	N/A

F. FIRE RESISTANT RATED CONSTRUCTION

GREATER THAN 30 FT

	REQUIREMENT	<u>DESIGN</u>	OPENING PROTECTIVE
FIREMALLS - SECTION 706	2 HR	N/A	N/A
FIRE BARRIERS - SECTION 707	N/A	N/A	N/A
VERTICAL SHAFTS - SECTION 713	N/A	N/A	N/A
FIRE PARTITIONS - SECTION 708	N/A	N/A	N/A
OCCUPANCY SEPARATIONS - TABLE 508.4	N/A	N/A	N/A
EXIT ACCESS CORRIDORS - TABLE 1020.2	N/A	N/A	N/A
SMOKE BARRIERS - SECTION 709	N/A	N/A	N/A
FLOOR AND ROOF ASSEMBLIES - SECTION 711	N/A	N/A	

G. PLUMBING CALC	ULATION				
	OCCUPANTS	MC REQ'D	LAV REQ'D	MC. PROV	LAV
MEN	N/A	N/A	N/A	N/A	N/A
MOMEN	N/A	N/A	N/A	N/A	N/A
	<u>DRINKING FTN.</u> <u>REQ'D</u>	<u>DRINKING FTN.</u> <u>PROV.</u>	SERVICE SINK REQ'D	SERVICE SINK PROV.	
	N/A	N/A	N/A	N/A	
	(1	HI/LO SYSTEM)			



OWNER: LEE COUNTY MOSQUITO CONTROL DISTRICT LIEBL & BARROW ENGINEERING 2855 COLONIAL BLYD FORT MYERS, FLORIDA 33966 239-334-1102

STRUCTURAL ENGINEER: 10970 S. CLEVELAND AVE, SUITE 105 FORT MYERS, FLORIDA 33907 239-936-7557

CIVIL ENGINEER: LIS ENGINEERING 21430 PALM BEACH BLVD. ALVA, FLORIDA 33920 239-693-9244

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

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

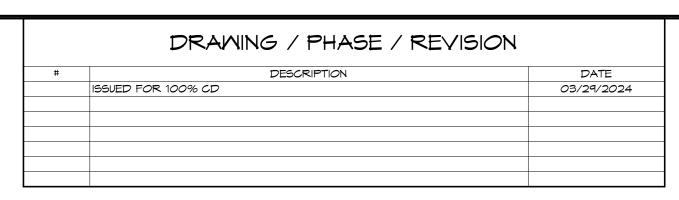
ALL ELEVATIONS

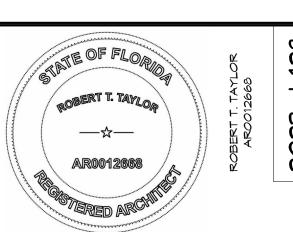
ARCHITECTURE ■ PLANNING ■ INTERIOR DESIGN

Phone: (941) 639-2450 Fax: (941) 639-2438 AA-26002422

PORT CHARLOTTE, FLORIDA 33952 FORT MYERS, FLORIDA 33966 Phone: (239) 277-0554 Fax: (239) 277-0741 www.alliancedesigngroup.com







PKT

PL or

PLAS

PLBG

POR

PLYMD

PREFAB

PROJ

PTD

QTY

FLORIDA

FLEXIBLE

FLASHING

FOUNDATION

FACE OF STUDS

FLORIDA FIRE PREVENTION CODE

FOOD SERVICE EQUIPMENT

FACE OF WALL

FIREPROOF

FIRE RATED

FOOT / FEET

FIRE EXTINGUISHER

FULL SIZE

FOOTING

FURRING

FURNISH

FIXTURE

FLOOR

FRAME

FLEX

FND

FOS

FOM

FPC

FRTD

FTG

FUR'G

FURN

FLASH'G

POCKET

PLASTER

PLUMBING

PLYMOOD

PANEL

POLISH

PAIR

PLASTIC LAMINATE

PORCELAIN TILE

PREFABRICATED

PRESSURE TREATED

PRIME PAINT

PROJECTED

PAINTED

QUANTITY

PAVEMENT

QUARRY TILE

PLATE

SYMBOLS CONCRETE DOORS DOOR NUMBER CONCRETE MASONRY UNIT DOOR STUCCO / CONCRETE METAL (LARGE SCALE) EXISTING DOOR TO REMAIN RIGID INSULATION FINISHED WOOD DOUBLE ACTING ROUGH MOOD (CONTINUOUS) WOOD BLOCKING - SHIMS (NOT CONTINUOUS) LOOSE OR BATT INSULATION (CURTAINWALL OR FIRE SAFING NOTE - JOB SPECIFIC) BYPASS DOOR PLYWOOD (LARGE SCALE) POCKET DOOR SECTION IDENTIFICATION SECTION (BUILDING SECTION) SHEET WHERE SECTION IS SHOWN BI-FOLD DOOR DETAIL IDENTIFICATION FOLDING DOOR SECTION / DETA SHEET WHERE SECTION/DETAIL (MALL SECTION) MINDOMS MINDOM TYPE DETAIL IDENTIFICATION DETAIL (xxx)MINDOM TYPE (ENLARGED VIEW) SHEET WHERE DETAIL IS SHOWN MINDOMTITLE **WALL TYPES** DRAWING TITLE (PLANS) SCALE: MASONRY - SECTION SECTION TITLE SECTION TITLE (SECTIONS) CENTER LINES, PROJECTED LINES WORK ABOVE OR BELOW DETAIL TITLE EXISTING CONSTRUCTION (DETAILS) SCALE : TO BE REMOVED OR CONST. NOT IN CONTRACT PLAN NORTH ACTUAL NORTH ELEVATION X/AXXX SHEET WHERE ELEVATION IS SHOWN (INTERIOR ELEVATION / NORTH ARROW EXTERIOR AS REQ'D.) ELEVATION IDENTIFICATION HORIZONTAL ELEVATION GRID LINE FIN FLR. - DESCRIPTION HEIGHT MARK (STRUCTURAL & ARCHITECTURAL) EL. 0'-0" NEW ELEVATION (PLAN OR SECTION) VERTICAL BREAK LINES : GRID LINE (STRUCTURAL & ARCHITECTURAL) MATCH LINES

GENERAL CODE COMPLIANCE NOTES

CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE COMMENCING WORK.

- CONTRACTOR SHALL FURNISH ALL ADDITIONAL DATA AND DOCUMENTATION TO SECURE ALL REQUIRED PERMITS AND SHALL COORDINATE THIS DATA WITH THE
  - CONSTRUCTION DOCUMENTS WHERE REQUIRED. 3. AS A MINIMUM, ALL WORK INDICATED ON THE DOCUMENTS LISTED HEREIN SHALL
- CONFORM TO THE FOLLOWING ADOPTED CODES & REFERENCED BUILDING STANDARDS.
- a. 2023 FLORIDA BUILDING CODE, EIGHT EDITION. 2023 FLORIDA BUILDING CODE, EXISTING BUILDING - EIGHT EDITION.
- 2023 FLORIDA BUILDING CODE PLUMBING EIGHT EDITION. d. 2023 FLORIDA BUILDING CODE - MECHANICAL - EIGHT EDITION 2023 FLORIDA BUILDING CODE - FUEL GAS - EIGHT EDITION.

2023 FLORIDA FIRE PREVENTION CODE - 8TH EDITION

- 2023 FLORIDA BUILDING CODE ACCESSIBILITY EIGHT EDITION 2023 FLORIDA BUILDING CODE - ENERGY CONSERVATION, EIGHT EDITION.
- 4. ALL WORK SHALL CONFORM TO APPLICABLE STATE AND COUNTY ORDINANCES.
- 5. ALL ELECTRICAL WORK INDICATED ON THE DOCUMENTS LISTED HEREIN SHALL CONFORM TO NFPA 70-20, "NATIONAL ELECTRIC CODE".
- 6. ALL WORK SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT 1990-2010, FLORIDA ENACTMENT OF 1993, PUBLIC LAW 101-336. REFER TO DETAIL SHEET FOR FURTHER INFORMATION.
- 7. ALL STRUCTURAL SYSTEMS AND THEIR SUB-COMPONENTS ARE DESIGNED TO MITHSTAND HURRICANE WIND SPEED AS PER 2023 FBC SECTION 1609 AND ASCE-7-2022 EDITION, AS APPLICABLE. REFER TO PROJECT COVER SHEET OR STRUCTURAL DRAWINGS FOR ADDITIONAL DESIGN REQUIREMENTS.

8. ALL STRUCTURAL SYSTEMS AND THEIR SUB-COMPONENTS ARE DESIGNED TO

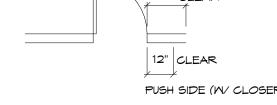
WITHSTAND ALL LATERAL, DYNAMIC, STATIC, DEAD AND LIVE LOADS AS

9. FIRE EXTINGUISHER NOTED AS "FX" ON PLANS SHALL BE 5 LB. WALL MOUNTED

PRESCRIBED IN FBC CHAPTER 16. FOUNDATION SYSTEMS ARE DESIGNED IN COMPLIANCE WITH FBC SECTION 1808.

STYLE AND CONFORM TO UL 2-A:10-B:C. COMPLY WITH NFPA 10-18.

- 10. CONTRACTORS SHALL CONFORM TO THE "SAFEGUARDS DURING CONSTRUCTION" STANDARDS, FBC CHAPTER 33, FBC 2023; PROVIDING SAFETY ON THE CONSTRUCTION SITE PLUS PROTECTION OF ADJACENT PUBLIC & PRIVATE
- 11. WHERE REQUIRED BY LOCAL BUILDING DEPARTMENT, THE CONTRACTOR WILL PROVIDE ALL PRODUCT APPROVALS, NOTICE OF ACCEPTANCE, OR FLORIDA PRODUCT APPROVAL FOR ALL COMPONENTS CLADDING MATERIALS AND/OR SYSTEMS USED IN THE CONSTRUCTION OF THE BUILDING EXTERIOR ENVELOPE
- 12. DOOR THRESHOLDS SHALL CONFORM TO ADA REQUIRED HEIGHT AND PROFILE, MAXIMUM HEIGHT OF 1/2" WITH A 1:2 BEVELED CHANGE IN LEVEL
- 13. LANDINGS EACH SIDE OF DOOR SHALL BE FLUSH.
- 14. SIDEWALK OR OTHER ACCESSIBLE ROUTE ELEMENTS SHALL NOT EXCEED 1/20 SLOPE. CROSS SLOPE SHALL NOT EXCEED 1/48.
- 15. CONTRACTOR SHALL LOCATE DOORS ON THE LOCKSET SIDE OF THE DOOR AS FOLLOWS: APPROACH TO DOOR ON PUSH TO OPEN SIDE: 12" CLEAR APPROACH TO DOOR ON PULL TO OPEN SIDE: 18" CLEAR
- CLEAR SPACE SHALL BE MEASURED FROM THE EDGE OF THE DOOR OPENING OR



LOCKSET APPROACH DIAGRAM

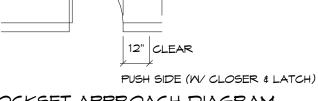
#### GENERAL CONSTRUCTION NOTES

- AROUND ALL EXPOSED PIPES, CONDUIT OR DUCTS, INSTALL ENCLOSURES OF THE SAME MATERIAL AND FINISH AS ADJACENT WORK, UNLESS NOTED
- PROVIDE AND INSTALL ALL NECESSARY SUPPORT, BLOCKING, ANCHORING AND BRACING FOR ELECTRIC LIGHT FIXTURES, MECHANICAL EQUIPMENT, PIPES, DUCTS DOOR TRACK ASSEMBLIES, PANELS, CURTAINS, BLINDS, GRAB BARS, ETC.
- 3. ANY SURFACES OR AREAS NOT CLEARLY DEFINED OR INDICATED BY FINISH SCHEDULE SHALL BE OF SAME MATERIAL AND FINISH AS SURFACES OR AREAS OF SIMILAR USE ELSEWHERE.
- 4. FINISHES SHOWN IN SCHEDULE TO EXTEND OVER, UNDER AND BEHIND CABINETS, FIXTURES APPROXIMATELY 1" - 2", WALLS BEHIND SAME TO BE FILLED AND
- 5. WALL FINISHES SHALL INCLUDE ALL PROJECTIONS, RECESSES, COLUMNS, ENCLOSURES AND BULKHEADS.
- 6. CEILING FINISHES SHALL INCLUDE ALL PROJECTIONS, BEAMS, BOXED ENCLOSURES AND BULKHEADS
- 7. DOOR AND WINDOW FRAMES, LOUVERS, GRILLES, VENTILATORS AND FANS SHALL BE BUILT SNUGGLY INTO OPENINGS. ALL SUCH ASSEMBLIES TO BE FLASHED, WATERSTOPPED AND CAULKED.
- 8. SEE STRUCTURAL DRAWINGS FOR LOCATIONS OF ALL VERTICAL MASONRY WALL REINFORCEMENT.
- 9. FIELD CHECK ALL ROUGH AND/OR FINISH DIMENSIONS FOR ACCURATE FITTING OF EQUIPMENT, CABINETS, COUNTERS, FIXTURES AND ACCESSORIES BEFORE FABRICATION. PROVIDE AND INSTALL ALL NECESSARY FILLERS, SCRIBE STRIPS, PANELS, BASES OR TRIM TO COMPLETE AND FINISH INSTALLATIONS.
- 10. CONSULT PLUMBING, ELECTRICAL AND MECHANICAL DRAWINGS FOR LOCATIONS AND DESCRIPTION OF ACCESS PANELS, LOUVER OPENINGS, VENTILATORS, GRILLES, REGISTERS, PANELS, VALVE CABINETS, DRINKING FOUNTAINS, ETC.
- 11. ALL SWITCHES, OUTLETS, THERMOSTATS, CLOCKS, SPEAKERS, FLAG POLE HOLDERS OR OTHER WALL MOUNTED DEVICES OR CONTROLS SHALL BE INSTALLED IN LOCATIONS WHICH ARE UNOBSTRUCTED BY CABINETS. COUNTERS RACKS, FIXTURES, CHALK AND TACK BOARDS, FURNISHINGS OR EQUIPMENT. ITEMS INTENDED FOR WALL MOUNTING SHALL NOT BE INSTALLED ON, THROUGH OR INTO ANY OTHER EQUIPMENT UNLESS SPECIFICALLY CALLED FOR. VERIFY MOUNTING HEIGHTS WITH ADA REQUIREMENTS.

- 12. ALL WALLS AND PARTITIONS SHALL EXTEND TO UNDERSIDE OF ROOF DECK OR FLOOR CONSTRUCTION ABOVE EXCEPT WHERE NOTED OTHERWISE.
- 13. PROVIDE AND INSTALL ALL NECESSARY HARDWARE, BRACKETS, BRACING, ANCHORING, INSERTS, BLOCKING, FURRING OR OTHER SUPPLEMENTARY ITEMS NEEDED FOR COMPLETE INSTALLATION OF EQUIPMENT, CABINETS, FIXTURES, ACCESSORIES, DISPLAY CASES, MIRRORS, COUNTERS AND GRAB BARS.
- 14. WHERE MASONRY OCCURS ABOVE INTERIOR OPENINGS, INSTALL MASONRY WALL REINFORCEMENT IN TWO JOINTS ABOVE OPENING EXTENDING REINFORGEMENT A MINIMUM OF TWO FEET BEYOND EACH SIDE OF OPENING WHERE POSSIBLE. LINTELS ABOVE RECESSED DOORS TO EXTEND FULL WIDTH OF RECESS, UNLESS NOTED OTHERWISE.
- CENTERED, UNDER DOORS WHERE POSSIBLE. METAL STRIP BETWEEN CARPET AND RESILIENT FLOORING AND MARBLE BETWEEN CERAMIC / QUARRY TILE AND OTHER FLOORING, UNLESS NOTED OTHERWISE.

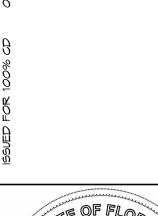
15. PROVIDE AND INSTALL FLOORING DIVIDER STRIPS OR THRESHOLDS,

- 16. CEILING PATTERNS FOR LAY-IN SYSTEMS SHALL START AT CENTER OF ROOM, IN BOTH DIRECTIONS, WITH CENTER OF GRID OR MIDDLE PANEL TO CREATE A MINIMUM BORDER OF NOT LESS THAN 6", UNLESS SHOWN OTHERWISE.
- 17. DIMENSIONS ARE TO FACE OF MASONRY AND FACE OF STUDS, UNLESS NOTED
- 18. ALL HORIZONTAL SURFACES, CEILINGS, AND ADJACENT BULKHEADS (VERTICAL AND HORIZONTAL) SHALL HAVE A FLAT PAINTED FINISH, UNLESS OTHERWISE NOTED ON INTERIOR DESIGN DOCUMENTS.
- 19. PROVIDE MOISTURE RESISTANT GMB (MRGMB) IN "WET" AREAS SUCH AS TOILET ROOMS & SHOWER ROOMS AND BEHIND BASE CABINETS WITH SINKS AND OTHER SIMILAR WATER USING FIXTURES.
- 20. PROVIDE MINIMUM 3/8" CONTINUOUS GAP BETWEEN FLOOR AND GMB OF GMB FINISHED WALL PARTITIONS.
- . ALL PLAN INDICATED DIMENSIONS ARE TO BE VERIFIED AND CONFIRMED BY GENERAL CONTRACTOR. NOTIFY. NOTIFY ARCHITECT OF ANY SIGNIFICANT DISCREPANCIES.

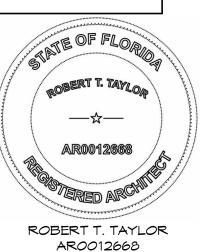


PULL SIDE

Port Charlotte, Florida 33952 Ph. (941) 639-2450 Fax (941) 639-2438 3820 Colonial Blvd. #10 Fort Myers, Florida 33966 Ph. (239) 277-0554 Fax (239) 277-074 AA-26002422



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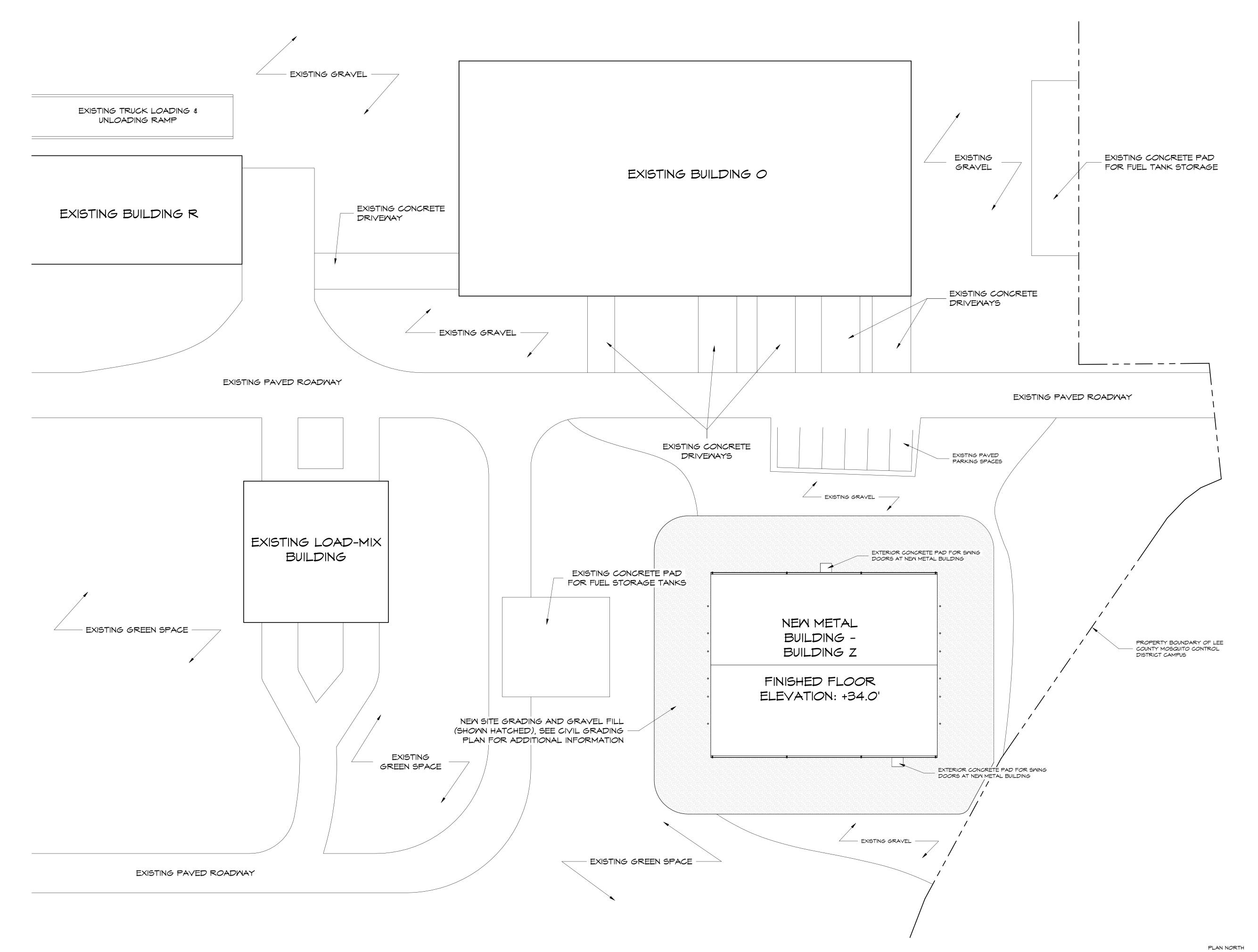


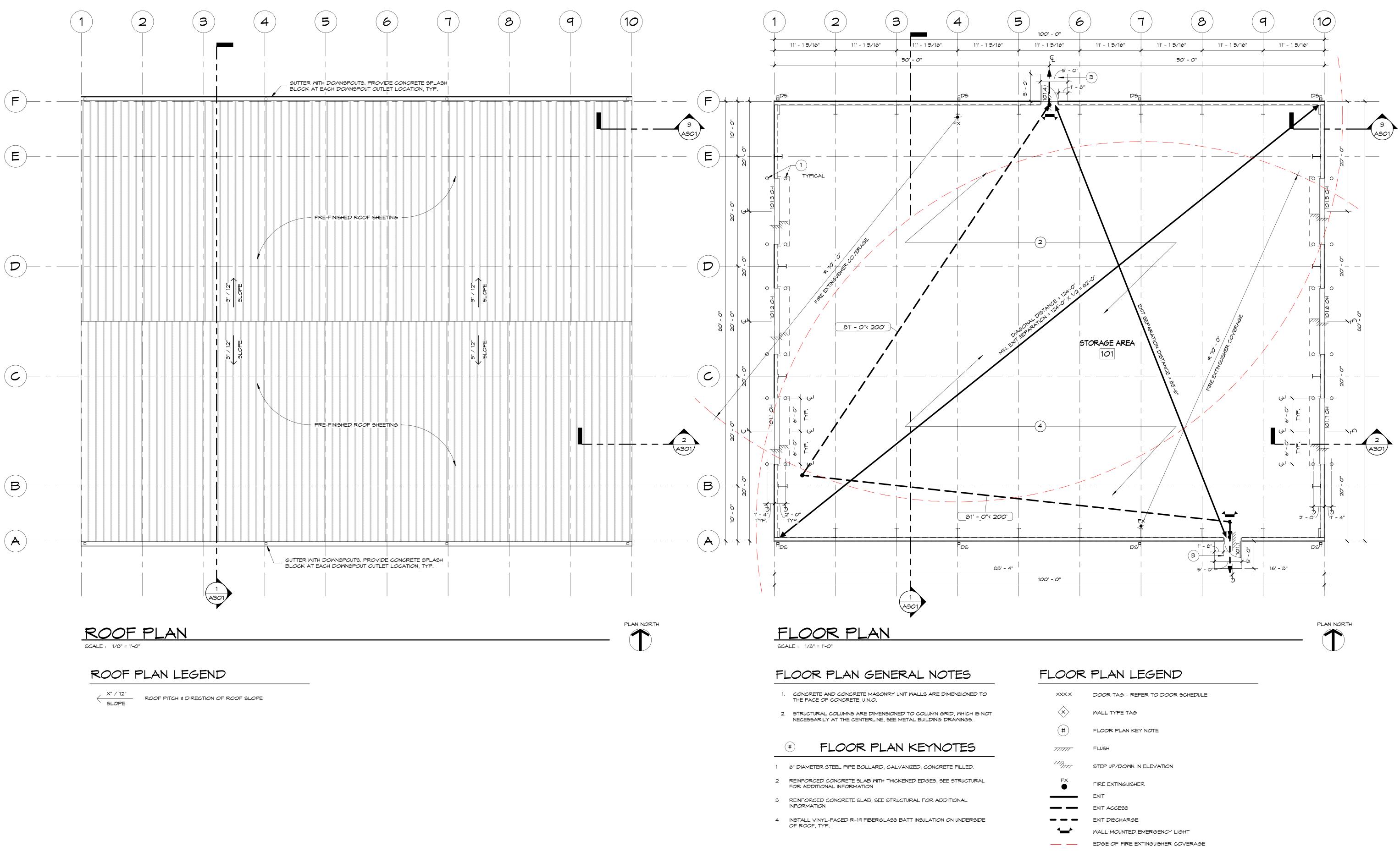
PROJECT NO. 2023-J-128

03/29/2024

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SP101 PROJECT NO. 2023-J-128





LEE COUNTY MOSQUITO CONTROL

NEM METAL BUILDING

15159 HOMESTEAD ROAD

ARCHITECTURE IN TAINING IN TAININ



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**A101**PROJECT NO. 2023-J-128

#### FINISH KEYS:

FLOORING: SC - SEALED CONCRETE

**MALLS:** MTL PNL - METAL PANEL PF PTD - PRE-FINISHED PAINTED

<u>BASE:</u> N/A - NOT APPLICABLE

<u>CEILING:</u> N/A - NOT APPLICABLE

DO	OR an	d FR	CAME	E SCH	HEDULE						
	Ε	DOOR SIZE			DOOR			FRAME			
DOOR NO.	SINGLE / PAIR	MIDTH	HEIGHT	TYPE	MAT'L	FINISH	TYPE	MAT'L	FINISH	HDWR	NOTES
101.1	SINGLE	3' - 0"	7' - 0"	А	НМ	F FIN	А	НМ	PTD	H1	
101.4	SINGLE	3' - O"	7' - 0"	А	НМ	F FIN	А	НМ	PTD	H1	

OVE	RHEA	AD D	OOF	R and	FRAME	SCHE	DUL	=			
	Γ	DOOR SIZE			DOOR			FRAME			
DOOR NO.	SINGLE / PAIR	MIDTH	HEIGHT	TYPE	MAT'L	FINISH	TYPE	MAT'L	FINISH	HDMR	NOTES
101.1 OH	SINGLE	12' - 0"	14' - 0"	В	STEEL	GALV		STEEL	GALY		1, 2
101.2 OH	SINGLE	12' - 0"	14' - 0"	В	STEEL	GALV		STEEL	GALY		1, 2
101.3 OH	SINGLE	12' - 0"	14' - 0"	В	STEEL	GALV		STEEL	GALY		1, 2
101.5 OH	SINGLE	12' - 0"	14' - 0"	В	STEEL	GALV		STEEL	GALY		1, 2
101.6 OH	SINGLE	12' - 0"	14' - 0"	В	STEEL	GALV		STEEL	GALY		1, 2
101.7 OH	SINGLE	12' - 0"	14' - 0"	В	STEEL	GALV		STEEL	GALY		1, 2

#### GENERAL DOOR NOTES:

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

#### DOOR HARDWARE SETS:

1 1/2 PAIR BUTT HINGES - 4 1/2" X 4 1/2" NRP 1 CYLINDER LOCKSET - ENTRY FUNCTION 1 EXIT DEVICE WITH LEVER TRIM

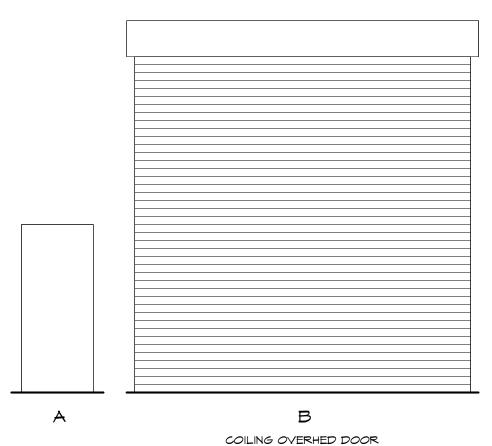
1 CLOSER 1 ADA ALUMINUM THRESHOLD

1 SET OF WEATHER STRIPPING 1 ALUM. KICKPLATE - 2" LESS THAN DOOR WIDTH X 12" H

#### DOOR SCHEDULE NOTES:

- 3/4" RECESS IN SLAB AT OH DOOR LOCATIONS, COORDINATE EXACT SIZE AND CONFIGURATION WITH OH DOOR
- MANUFACTURER.

  2. OVERHEAD DOOR TO HAVE MANUAL PULL-CHAIN OPERATION.



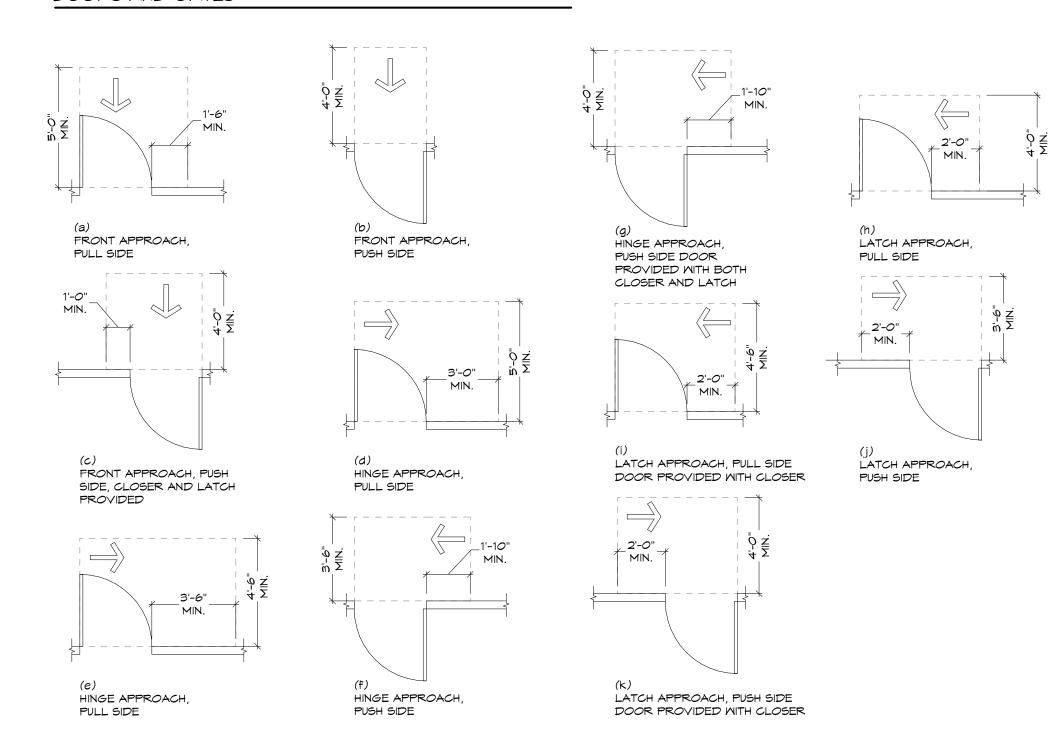


SCALE: 1/4" = 1'-0"

DOOR FRAME TYPES

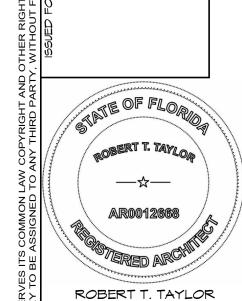
SCALE: 1/4" = 1'-0"

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





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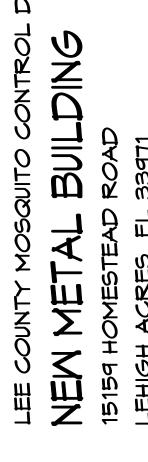
NORTH ELEVATION

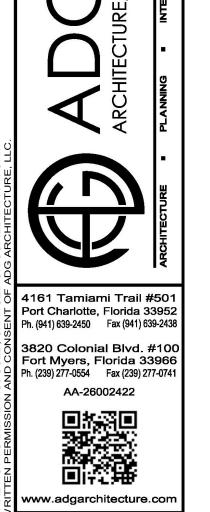
#### ELEVATION GENERAL NOTES

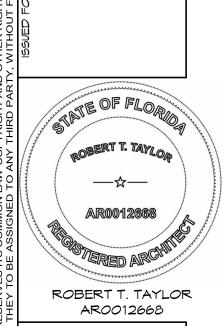
 CONTRACTOR TO FIELD VERIFY ALL OPENINGS SIZE & LOCATIONS INCLUDING ALL MECHANICAL, ELECTRICAL, PLUMBING AND LOUVERS

#### # ELEVATION PLAN KEYNOTES

- 1 PRE-FINISH WALL SHEETING.
- 2 PRE-FINISHED ROOF SHEETING.
- 3 COILING OVERHEAD DOOR.
- 4 HOLLOW METAL DOOR AND FRAME.
- 5 6" DIAMETER STEEL PIPE BOLLARD, GALVANIZED, CONCRETE FILLED.
- 6 8" X 8" PRE-FINISHED ALUMINUM GUTTER.
- WALL-MOUNTED MECHANICAL LOUVER, SEE MECHANICAL FOR LOUVER SPECIFICATION. BOTTOM OF MECHANICAL LOUVER TO BE SET AT 11'-8" ABOVE FINISHED FLOOR ELEVATION. CONTRACTOR TO FIELD VERIFY DIMENSION AND COORDINATE WITH BUILDING STRUCTURAL COMPONENTS PRIOR TO LOUVER INSTALLATION.
- 8 WALL-MOUNTED MECHANICAL FAN, SEE MECHANICAL FOR FAN SPECIFICATION. BOTTOM OF MECHANINCAL FAN TO BE SET AT 11'-8" ABOVE FINISHED FLOOR ELEVATION. CONTRACTOR TO FIELD VERIFY DIMENSION AND COORDINATE WITH BUILDING STRUCTURAL COMPONENTS PRIOR TO FAN INSTALLATION.
- 9 5" X 5" PRE-FINISHED ALUMINUM DOWNSPOUT.







A201

03/29/2024

PROJECT NO. 2023-J-128

TE OF FLORA AR0012668 ROBERT T. TAYLOR AR0012668

03/29/2024

PROJECT NO. 2023-J-128

E (D)EAVE HEIGHT EL. 18' - 6" STORAGE AREA (4 A301) NOTE: SEE STRUCTURAL FOR CONCRETE SLAB ON GRADE AND METAL BUILDING COLUMN FOUNDATIONS SIZE AND REINFORCING FINISH FLOOR EL. 0' - 0" BUILDING SECTION SCALE: 3/16" = 1'-0"

METAL PANEL PER METAL BUILDING SHOP DRAWINGS METAL PANEL PER METAL BUILDING SHOP DRAWINGS INSTALL VINYL-FACED R-19 BATT INSULATION AT ROOF INSTALL VINYL-FACED R-19 BATT INSULATION AT ROOF PROVIDE VINYL FACED R-19 BATT - INSULATION IN EXTERIOR WALLS AS A BID ALTERNATE EAVE HEIGHT EL. 18' - 6" END WALL TRIM PER METAL BUILDING SHOP DRAWINGS - METAL PANEL WALL SYSTEM PER METAL BUILDING SHOP DRAWINGS - 8"X8" GUTTER STEEL COLUMN PER - METAL BUILDING SHOP STEEL RAFTER PER METAL BUILDING SHOP DRAWINGS DRAWINGS STEEL RAFTER PER METAL BUILDING SHOP DRAWINGS PROVIDE VINYL FACED R-19 BATT INSULATION AT EXTERIOR WALLS AS A BID ALTERNATE METAL PANEL WALL SYSTEM
— PER METAL BUILDING SHOP
DRAWINGS PRE-FINISHED METAL SHEETING. METAL PANEL WALL SYSTEM PER METAL BUILDING SHOP DRAWINGS - DOWNSPOUT BEYOND STEEL COLUMN PER METAL BUILDING SHOP DRAWINGS OH DOOR AS SCHEDULED STEEL COLUMN PER METAL OH DOOR JAMB BEYOND PROVIDE VINYL FACED R-19 BATT - INSULATION AT EXTERIOR WALLS BUILDING SHOP DRAWINGS AS A BID ALTERNATE MALL GIRT PER METAL WALL GIRT PER METAL BUILDING SHOP DRAWINGS BUILDING SHOP DRAWINGS - CONCRETE FILLED, STEEL PIPE BOLLARDS BASE ANGLE PER METAL
BUILDING SHOP DRAWINGS BASE ANGLE PER METAL BUILDING SHOP DRAWINGS FINISH FLOOR EL. 0' - 0" REINFORCED CONCRETE SLAB OVER 10 MIL VAPOR BARRIER ON COMPACTED SOIL, SEE REINFORCED CONCRETE SLAB WITH THICKENED EDGES OVER 10 MIL VAPOR BARRIER ON COMPACTED STRUCTURAL REINFORCED CONCRETE SLAB WITH THICKENED EDGES OVER 10 MIL VAPOR BARRIER ON COMPACTED REINFORCED CONCRETE COLUMN
FOOTER ON COMPACTED SOIL, SEE
STRUCTURAL FOR ADDITIONAL SOIL, SEE STRUCTURAL FOR ADDITIONAL INFORMATION SOIL, SEE STRUCTURAL FOR ADDITIONAL INFORMATION INFORMATION --- 10 MIL VAPOR BARRIER - 10 MIL VAPOR BARRIER

MALL SECTION AT SIDEMALL SCALE: 1/2" = 1'-0"

MALL SECTION AT ENDWALL SCALE: 1/2" = 1'-0"

MALL SECTION AT OH DOOR

SCALE: 1/2" = 1'-0"

METAL PANEL MALL

SYSTEM PER METAL BUILDING SHOP

DOOR HEAD PER METAL

JAMB TRIM PER METAL BLDG SHOP DRAWINGS

— JAMB TRIM PER METAL BLDG SHOP DRAWINGS

OH DOOR AS SCHEDULED

BUILDING SHOP DRAWINGS

DRAWINGS

03/29/2024

ROBERT T. TAYLOR

AR0012668

4501 A501 AVCHILLAND WARNING WANNING WANNING

METAL PANEL WALL SYSTEM PER
METAL BUILDING SHOP DRAVINGS

PROVIDE VINYL-FACED R-19
BATT INSULATION IN WALLS AS A
BID ALTERNATE

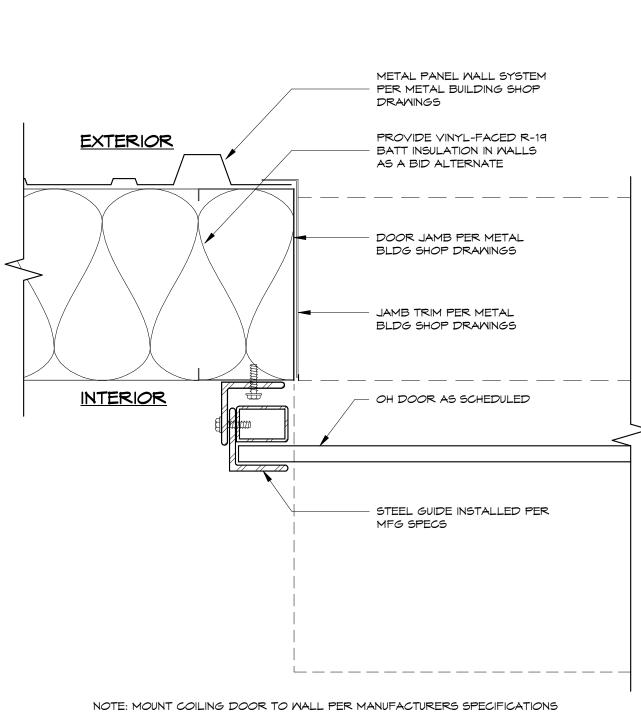
EXTERIOR

HOLLOW METAL DOOR AND
FRAME, SEE DOOR SCHEDULE
FOR ADDITIONAL INFORMATION

INTERIOR

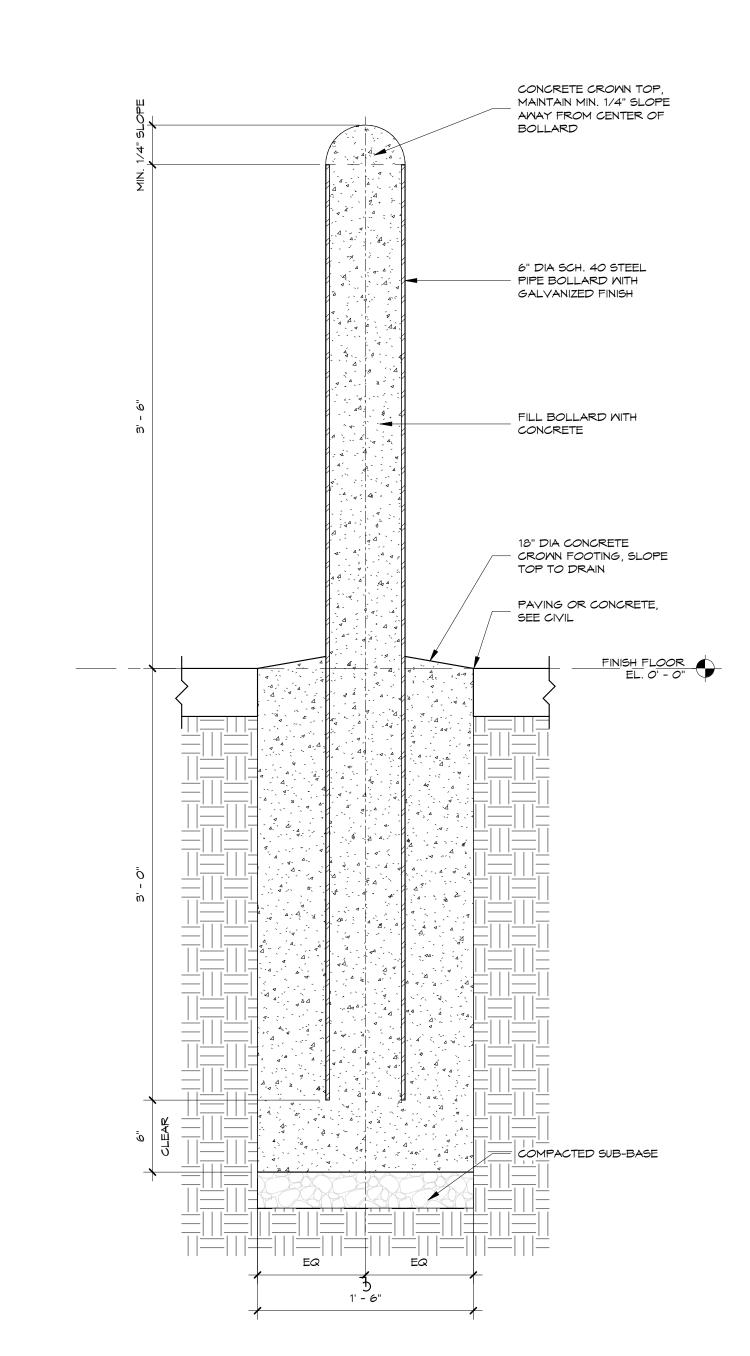
2 HM DOOR JAMB

SCALE: 3" = 1'-0"

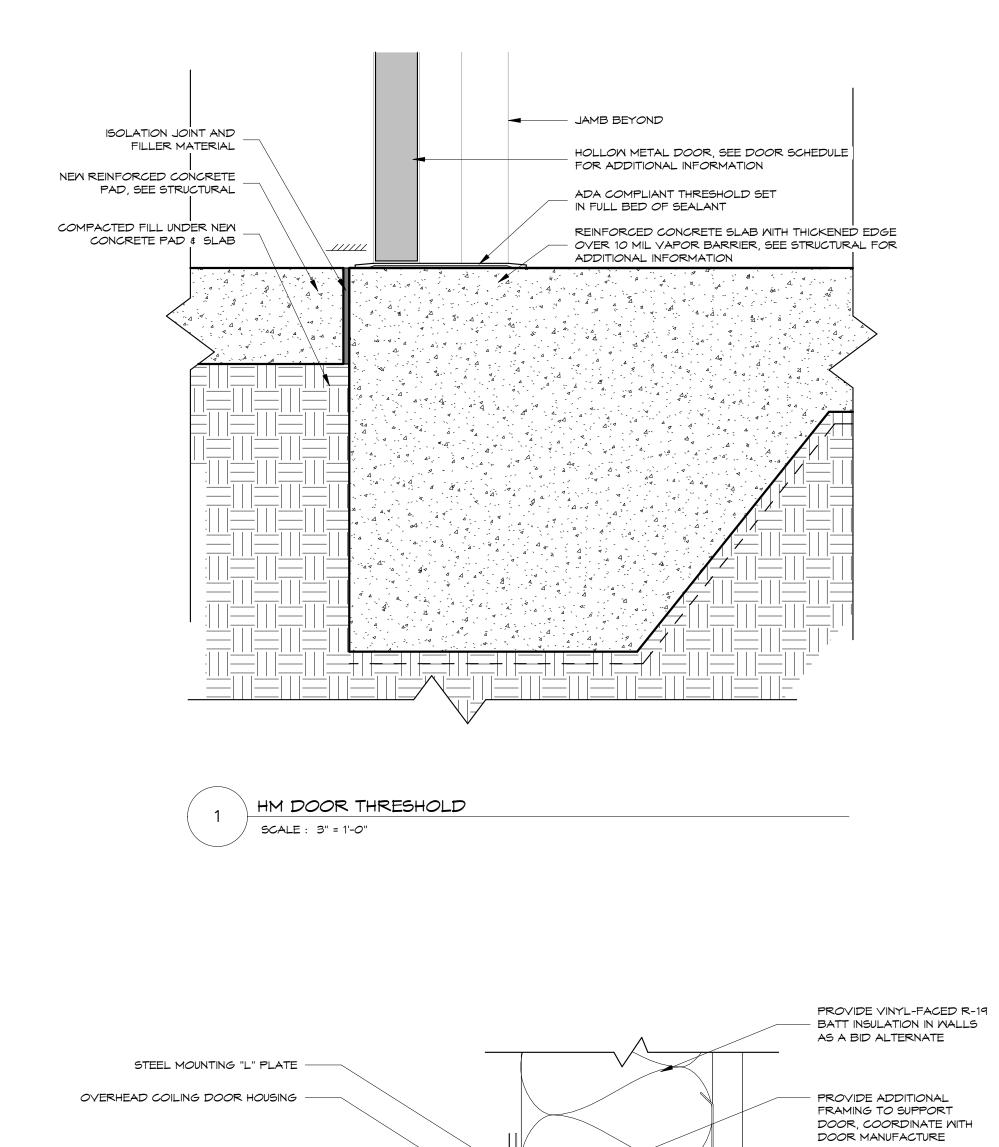


OH DOOR JAMB DETAIL

SCALE: 3" = 1'-0"









3 OH DOOR HEAD DETAIL

SCALE: 3" = 1'-0"

SIZE PER MFG SPEC

NOTE: MOUNT COILING DOOR TO WALL PER MANUFACTURERS SPECIFICATIONS

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**

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

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.

#### 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 o 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

#### 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 Workman'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 epresentative 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. Submittals shall be delivered to the Architect's office. Digital copies will not be accepted unless previous arrangements have been made. 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 as required by county or local ordinance.

B. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off

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

#### **Division 3: Concrete** Section 033000 Cast in Place Concrete

#### A. Submittals

Design Mixtures: For each concrete mixture. ent 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 94/C 94M equirements for production facilities and equipment
- Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and
- ASTM E 329 for testing indicated. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
- ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
- ACI 301, "Specifications for Structural Concrete," Sections 1 through 5. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- Building code requirements for reinforced concrete, ACI 318. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures. 10. Pre-installation Conference: Conduct conference at Project site.

#### C. Products

- 1. All concrete shall meet minimum compressive strength as noted on structural drawings.
- a. Portland Cement: ASTM C150, Type I or Type III, gray.
- . Cement may be supplemented with Fly Ash, ASTM C618, Class F or C. c. Normal weight aggregates: ASTM C33, graded. Maximum size 3/4" nominal.
- d. Water, clean and potable
- 2. Admixtures Do not use calcium chloride or admixtures that contain calcium chloride.
- a. Air Entraining Admixture: ASTM C260 b. Retarding Admixture: ASTM C 494/C 494M, Type B.
- 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.
- High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
- Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- 3. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- 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 designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III,1/2 to 1-1/2 inches (13 to 38 mm) long.
- manufacturer's recommended tape. (Duct tape is not permitted) Place and protect concrete in hot weather conditions in accordance with ACI 305.
- 8. Bonding agent; acrylic latex emulsion for bonding new concrete to old as manufactured by the following:
- a. Knez "Weld-Crete" b. WR Meadows "Intralok
- 9. Non-shrink grout: premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents as manufactured by the following:

6. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 15 mils (0.25 mm) thick. Lap joints 6 inches and seal with

- a. Dayton Superior "Sure Grip High Performance Grout" b. Master Builders "Masterflow 928 or 713"
- 10. Anchor bolts embedded in concrete shall conform to ASTM A-307, and shall be galvanized. 11. Slab edge joint filler: ASTM D1751, pre-molded asphaltic board, 3/8" or ½" thick as detailed.

#### D. Concrete Floor/Slab Placing And Finishing

- . Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.1R. Uniformly spread, screed, and float concrete. Do not puncture or damage vapor barrier systems.
- 3 Coordinate method of slab curing and finishing with specific 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 darbied. 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 power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular
- 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.

contraction cracks. Sawcut within 4 hours of curing.

contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

- 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 unleveled, 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 thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
- Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated. 11. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct
- 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. 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

#### E. Concrete Protecting and Curing

General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for coldweather protection and ACI 301 for hot-weather protection during curing.

Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

Cure concrete according to ACI 308.1, by one or a combination of the following methods: Moisture Curing: Keep surfaces continuously moist for not less than seven days. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, 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. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing

compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.

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. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours

#### Concrete Sidewalks

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 tooled.

Place construction joints at end of placements and at locations where placement operations are stopped for a period of more than ½ hour. Provide pre-molded filler for expansion joints and where abutting other structures such as curbs and other fixed objects. Reinforce sidewalks with welded wire mesh. Provide "broom" finish. Fine-hair across concrete surface, perpendicular to line of traffic. On

#### **Division 7: Thermal and Moisture Protection**

- Product Data: For each type of product indicated.
- Product test reports. Research/evaluation reports.

Section 072100 Thermal Insulation

- 1. Roof & Wall Insulation System Metal Roof Locations
  - a. Glass-Fiber Blanket with Laminated Vapor Barrier, ASTM E84 Class A, ASTM C 1338 Pass

later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom.

- (1) Basis of Design not to exclude others meeting the requirements of these specifications: 'EcoTouch Certified R Metal Building Insulation
- with Laminated Vapor Barrier', R-19, 6.3 inch thick by Owens Corning Insulating Systems, LLC. 2) Surface Burning Characteristics: Surface burning index less than 25 per ASTM E84.
- Water Vapor Sorption: Less than or equal to 0.2% by volume per ASTM C1104.
- 5) Fungi Resistance: Passes ASTM C 133 (6) Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 and wider in width.

- Insulation Anchors, Spindles, and Standoffs: As recommended by manufacturer.
- Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates. Insulation for Miscellaneous Voids:
- a. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84. D. Installation
- Insulation layers are applied over the structural members (purlins, girts, joists) and inside the exterior panel with the vapor barrier exposed facing
- a. Install galvanized steel support zees as required for insulation thickness.
- (1) Attach zees to support brackets with self-drilling fasteners.
- b. Tape joints in vapor barrier.

#### Section 072616 Below-Grade Vapor Retarders

- Product Data: For each type of product indicated. Product test reports. Research/evaluation reports.

#### 1. Under Slab Vapor Retarder

- a. Basis of Design not to exclude others meeting the requirements of these specifications: Stego Wrap 10-MIL Class A Vapor Barrier by Stego
- (1) Permeability Characteristics: Maintain permeance of less than 0.01 perms as tested in accordance with mandatory tests per ASTM E1745 Section 7.1
- Thickness: 10 mils minimum (3) Strength: ASTM E1745 Class A.

#### C. Accessories

1. Vapor barrier tapes, sealants, and edge sealants: As recommended by vapor barrier product manufacturer

#### D. Execution

- Preparation
- a. Ensure that subsoil is approved by Architect. b. Level and compact base material.
- Installation
- a. Install vapor barrier in accordance with ASTM E1643.
- (1) Unroll vapor barrier with the longest dimension parallel with the direction of the concrete placement and face laps away from the expected direction of the placement whenever possible 2) Extend vapor barrier to the perimeter of the slab.
- B) Overlap joints 6 inches and seal with manufacturer's seam tape.
- Apply seam tape to a clean and dry vapor barrier.
- Seal all penetrations (including pipes) per manufacturer's instructions. ) Repair damaged areas with vapor barrier material of similar (or better) permeance, puncture and tensile.

#### Division 8: Openings Section 081113 Hollow Metal Doors and Frames

#### A. Quality Assurance

- 1. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to UL10C (neutral pressure at 40" above sill) or UL10C. Temperature-Rise Limit: Where indicated and at vertical exit enclosures (stairwell openings) and exit passageways, provide doors that have a maximum transmitted temperature and point of not more than 450 degrees Fahrenheit (250 degrees Celsius) above ambient after 30 minutes
- of standard fire-test exposure. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies comply9ing 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.

#### Project Conditions

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

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.

Exterior Doors to be windborne-debris-impact-resistant doors and frames and shall comply with the current Florida Building Code Product

#### 2. Regulatory Requirements: Comply with applicable provisions in the U.S. Department of Justice "2010 ADA Standards for Accessible Design".

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

Manufacturers

#### (1) Republic Doors and Frames. (2) Curries Company.

a. Manufacturers: Subject to compliance with requirements, provide steel doors and frames from a SKI Certified manufacturer: Steelcraft (Basis of Design).

Exterior 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) 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 (ZF180) or G60 (Z180).

c. Join face sheets at their vertical edges by a continuous weld extending the full height of the door, with no visible seams on their faces

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.

Door Core: Manufacturer's standard polyurethane core with vertical steel stiffener. f. 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). Concealed holders and surface mounted closers: 0.093 in. (2.3 mm).

#### Hollow Metal Frames:

- a. Materials:
  - 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.

Internal reinforcements for other surface mounted hardware: 0.067 in. (1.7 mm)

#### b. Construction:

(1) Steel

(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; coldrolled 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 nominal door opening height exceeding 10 ft. (3048 mm).

(1) Perimeter 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. Members at internal indented intersections: Securely welded to concealed reinforcements and have hairline face seams.

A.See NAAMM HMMA 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).

#### A. Manual operated impact resistant overhead coiling doors B. Related Requirements: miscellaneous steel supports, door-opening framing.

Wind Loading:

Section 083323 Overhead Coiling Doors

C. Performance Requirements:

#### to drawings for wind pressure diagram Cycle Life:

a. Standard construction for normal use of up to 20 cycles per day maximum, and a life cycle expectancy of up to 50,000. D. Quality Assurance: Manufacturer Qualifications: ISO 9001:2015 registered and a minimum of five years' experience in producing doors of the type specified.

a. This project is located in a Large Missile Impact Wind Zone. All exterior products are to bear a Florida Product Approval (FL) number. Refer

#### Installer Qualifications: Manufacturer's approval. E. Field Quality Control

Source limitations: Obtain overhead coiling doors from single source from single manufacturer.

#### 1. Perform the following tests and inspections with the assistance of a factory-authorized service representative: a. Site Test: Test doors for normal operation and automatic closing.

Repair and remove and replace installations where inspections indicate that they do not comply with specified requirements (2) Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified

F. Warranty 1. Special Warranty: Manufacturer agrees to repair or replace components of doors that fail in materials of workmanship within specified warranty

#### a. Warranty Period: Two years from date of Substantial Completion. b. Maintenance: Submit for owner's consideration and acceptance of a maintenance service agreement for installed products.

Include diagrams for power, signal, and control wiring where applicable.

1. Basis of Design: Manufacturer and model not to exclude others meeting requirements of specification:

- 1. Product Data: For each type and size of overhead coiling door and accessory. a. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
- Submit current Florida Building Code Product Approval demonstrating compliance with wind criteria indicated on structural drawings. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data. a. Include plans, elevations, sections, and mounting details.
- Include points of attachment and their corresponding static and dynamic loads imposed on structure. d. For exterior components, include details of provisions for assembly expansion and contraction and for excluding and drainage moisture to the exterior.

b. Include details of equipment assemblies, and indicate dimensions, required clearances, method of field assembly, components, and location

#### f. Samples for Initial Section: Manufacturer's finish charts showing full range of colors and textures available for units with factory-applied

4. Information Submittals: a. Qualification data for installer

a. Cornell Cookson ESD-10.

#### H. Products:

 a. Overhead Door Corporation Model 610. 2. Alternate Manufacturers:

 Materials Slats

#### a. Galvanized Steel: Grade 40 steel, ASTM A653 galvanized steel zinc coating. Gauge as required to meet performance requirements.

2. Interior and Exterior Slat Finish:

(1) Zinc pre-treatment followed by baked-on polyester power coat. Minimum 2.5 mils (0.065 mm) cured film thickness; ASTM D-3363 pencil hardness: H or better

a. Fabricate interlocking sections with high strength galvanized cast iron endlocks on alternate slats each secured with two ¼" (6.35 mm) rivets. Provide endlocks/windlocks as required to meet specified wind load.

Bottom Bar: a. Configuration:

Guides:

(1) Bottom Bar: Structural steel angles. (2) Finish: Match slats.

a. Fabrication: (1) Structural steel angles. Provide windlock bars as required, removable bellmouths, and bottom bar stopers of same material.

#### b. Finish:

(1) Hot-dip galvanized: ASTM A 123, grade 85 zinc coating, hot-dip galvanized after fabrication. Counterbalance Shaft Assembly:

#### Barrel: Steel pipe capable of supporting curtain load with maximum deflection of 0.03 inches per foot (2.5 mm per meter) of width. b. Spring Balance: Oil-tempered, heat-treated steel helical torsion spring assembly designed for proper balance of door. Ensure that maximum

#### effort to operate will not exceed 25 lbs (110 N). Provide wheel for applying and adjusting spring torque.

a. Fabricate from minimum 3/8 inch (9.525 mm) steel plate with permanently lubricated ball or roller bearings at rotating support points to support counterbalance shaft assembly and form end closures. b. Finish: Color selected by owner. Zinc pre-treatment followed by baked-on polyester powder coat, minimum 2.5 mils (0.065 mm) cured film

#### thickness; ASTM D-3363 pencil hardness: H or better.

Brackets:

8. Hood: a. Fabrication: Minimum 24 gauge galvanized steel with reinforced top and bottom edges. Provide minimum ¼ inch (6.35 mm) steel ntermediate support brackets

b. Finish: Color selected by owner. Zinc followed by baked-on polyester powder coat, minimum 2.5 mils (0.065 mm) cured film thickness;

#### Weatherstripping:

- Bottom Bar:
- (1) Manually Operated Doors: Replaceable, bulb-style, compressible EPDM gasket extending into guides. b. Motor Operated Doors if Indicated: Sensing/weather edge with neoprene astragal extending full width of door bottom bar
- Guides: Replaceable vinyl strip on guides sealing against both sides of curtain. a. Operator and Bracket Mechanism Cover: Minium 24 gauge galvanized steel sheet metal cover to enclose exposed moving operating

#### components at coil area of unit. Finish to match door hood.

1. Examine substrate areas and conditions, with installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.

Coordinate with responsible entity to perform corrective work on unsatisfactory substrates. Examine locations of electrical connections if applicable. Proceed with installation only after unsatisfactory conditions have been corrected. 5. Commencement of work by installer is acceptance of substrate.

ASTM D-3363 pencil hardness: H or better.

#### 1. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports according to manufacturer's written instructions and as specified.

1. Following completion of installation, including related work by others, adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion

Adjust seals to provide tight fit around entire perimeter.

- a. Adjust exterior doors and components to be weather resistant. Lubricate bearings and sliding parts as recommended by manufacturer.
- 1. Clean surfaces soiled by work as recommended by the manufacturer. N. Maintenance

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

#### Section 087100 Door Hardware:

A. Door Hardware: All hardware shall be lever type, complying with ANSI A117.1-1986, so as to provide access to the physically handicapped.

Door lockset hardware shall be equivalent to Schlage "ND Series Grade 1 Heavy Duty Commercial" large formate cylindrical locks with nterchangeable core. Style and finish shall match facility standard. Door hinges (field hung doors) shall be equivalent to Hager or Stanley. Minium of 1 ½ PR of butts, 4 ½ inch x 4 ½ inch. Finish shall be 626. 4. Door closers shall be Norton 8000 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-Johson Corp., Pemko, Stanley, National Guard Products, and

#### a. Keys: Provide two sets of keys for all locksets. Coordinate keying with Owner's keying system Door hardware is scheduled on drawings.

#### 7. Cylinders to be FSIC style compatible with Owner's keying system. Division 9: Finishes

Section 099726 - Cementitious Coatings 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
- a. Product name and type (description). b. Batch date. c. Color number
- d. VOC content. e. Environmental handling requirements 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 Maintain containers in clean condition, free of foreign materials and residue.

b. Remove rags and waste from storage areas daily.

#### B. Field Conditions 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).

or wet surfaces. C. Products Manufacturers

a. Basis of Design not to exclude others meeting the requirements of these specifications: "Tuf-top Silicone Acrylic Water Repellent Concrete

(1) Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

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

#### Sealer" as manufactured by Marine Industrial or H&C "Color top" concrete coatings. b. Source Limitations: Obtain paint materials from single source from single listed manufacturer.

#### Cleaner: De-greaser or as approved by manufacturer d. Etching Solution: Etching solution or approved by manufacturer. e. Sealant: Elastomeric type compatible with sealer material.

Materials

Silicone acrylic concrete sealer.

b. Color selected from full standard color palette.

D. Execution 1. Remove all loose dirt, grease or other deleterious materials and prepare all joints and cracks in concrete slab to provide Radon-Resistant

2. Etch slab surface with etching solution per manufacturer's recommendations. Rinse thoroughly and allow to dry completely, minimum 24 hours.

Seal all cracks and joints with compatible elastomeric sealant to provide Radon-Resistant Construction. 4. Apply two coats of concrete sealer with brush and roller, allowing minimum 12 hour dry time between coats. Apply second coat perpendicular

If necessary, etch a second time to "open surface pores" to ensure proper penetration and bond of the concrete sealer.

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ROBERT T. TAYLOR

AR0012668

03/29/2024

PROJECT NO. 2023-J-128

#### GENERAL NOTES

1. The General Contractor shall comply with all health, safety, and fire protection regulations of the Florida Industrial Commission and the Department of Labor Safety and Health Regulations and construction promulgated under the Occupational Safety and Health Act of 1970 (P191-54) and under Section 107 of the Contract Work Hours and Safety Standards Act (P191-54). These regulations are administered by the Department of Labor who shall have full access to the Project for inspection, etc. Complitional with the above is strictly the responsibility of the Contractor and shall in no event be considered reason for additional time or monetary compensation.

- 2. All work must comform to applicable sections of OSHA, NFPA, and local codes.
- 3. The General Contractor will remove all trash and dedris, including excess material from the construction site and the building and no unreasonable accumulation will be allowed.
- 4. The General Contractor will coordinate the delivery of materials and removal of debris.
- 5. The General Contractor will submit all change orders to the Owner for approval prior to any extra work being done.
- 6. The General Contractor will exercise all due diligence in maintaining a safe working environment and to abide by all
- 7. Upon completion, the General Contractor will remove all foreign materials from windows, floors, glass, hardware and restroom fixtures and touch up all paint.
- 8. The General Contractor will install construction A/C filters in all return air dampers in order to prevent construction dust from entering the main A/C system.
- 9. The General Contractor will be responsible for all broken tile, damaged surfaces, and scratches on all doors, windows, walls, and frames. The General Contractor will take all nessary steps to protect these surfaces from scratches by contractors and subcontractor's employees.
- 10. The General Contractor shall maintain at all times a clean and safe construction site.
- 11. In the event that a hurricane or severe storm emergency is imminent, the Contractor shall, at his own expense and without cost to the Owner, take all necessary measures to secure all his movable property, building work or plant in such manner that no damage to public or private property or to persons may result by reason of displacement of the Contractor's material, equipment, or plant during such hurricane or severe storm.
- 12. The General Contractor shall familiarize himself with the existing conditions to satisfy himself as to the nature and scope of the work and difficulties that attend to its execution.
- 13. The General Contractor shall verify all existing conditions, and immediatly notify the Architect or Engineer before work begins of any difference in the conditions shown on these drawings.

## LEE COUNTY MOSQUITO CONTROL DISTRICT - BUILDING REPLACEMENT

DESCRIPTION:

REMOVE AND REPLACE EXISTING STEEL STORAGE BUILDING DESTROYED BY HURRICANE IAN

## BUCKINGHAM AIRFIELD LEE COUNTY STRAP: 22-44-26-03-00000.B000 LEHIGH ACRES, FL

#### DESIGN PARAMETERS:

X FLORIDA BUILDING CODE, 8TH EDITION (2023) RESIDENTIAL | | FLORIDA BUILDING CODE, 8TH EDITION (2023) MECHANICAL

FLORIDA BUILDING CODE, 8TH EDITION (2023) PLUMBING

FLORIDA BUILDING CODE, 8TH EDITION (2023) ENERGY CONSERVATION FLORIDA BUILDING CODE, 8TH EDITION (2023) ACCESSIBILITY

FLORIDA BUILDING CODE, 8TH EDITION (2023) EXISTING BUILDING FLORIDA FIRE PREVENTION CODE (2023), 8TH EDITION

2020 NATIONAL ELECTRICAL CODE NATIONAL FIRE PROTECTION CODE, NFPA IOI (LIFE SAFETY)

NATIONAL FIRE PROTECTION CODE, NFPA 13 (FIRE SPRINKLERS)

NATIONAL FIRE PROTECTION CODE, NFPA 72

BUILDING OCCUPANCY CLASSIFICATION: (MIXED USE) GROUP A - ASSEMBLY GROUP H - HAZARDOUS

GROUP B - BUSINESS

GROUP I - INSTITUTIONAL

GROUP D - DAY CARE CENTER GROUP M - MERCANTILE GROUP R - RESIDENTIAL

GROUP E - EDUCATIONAL GROUP F - FACTORY INDUSTRIAL (F-I) X GROUP S - STORAGE

BUILDING CONSTRUCTION TYPE:

TYPE I-A X TYPE II-B TYPE IV TYPE I-B TYPE III-A TYPE V-A

TYPE II-A TYPE III-B TYPE V-B

RISK CATAGORY: 

CLASSIFICATION OF WORK:

CHANGE OF OCCUPANCY X ALTERATION ADDITIONS LEVEL I

HISTORIC BUILDINGS X LEVEL 2 LEVEL 3 RELOCATED BUILDINGS

(WIND LOADS ARE BASED ON CH. 26 THRU 30 OF ASCE 7)

X 160 MPH=ULTIMATE DESIGN WIND SPEED (3-SECOND GUST) X 124 MPH=NOMINAL DESIGN WIND SPEED (FASTEST MILE)

SURFACE ROUGHNESS CATAGORY: XB C D

EXPOSURE CATAGORY: XB C D

WINDBORNE DEBRIS REGION:

7 NO X YES

> □ N/A MPACT RESISTANT GLAZING

MPACT RESISTANT COVERING COMBINATION OF IMPACT RESISTANT GLAZING & COVERING

INTERNAL PRESSURE COEFFICIENTS:

0.00 (OPEN) X +0.18, -0.18 (ENCLOSED)

+0.55, -0.55, (PARTIALLY ENCLOSED)

COMPONENTS AND CLADDING PRESSURES:

ZONE I: +21.1 / -39.4 ZONE 2: +24.2 / -67.5 ZONE 3: +26.5 / -108.5

ZONE 4: +44.0 / -47.9 ZONE 5: +44.0 / -57.5

GEOTECHNICAL INFO: (FOUNDATIONS ARE BASED ON A MINIMUM SOIL BEARING

CAPACITY OF 2000 PSI)

ENTIAL & COMMERCIAL RING & DESIGN SERVICES

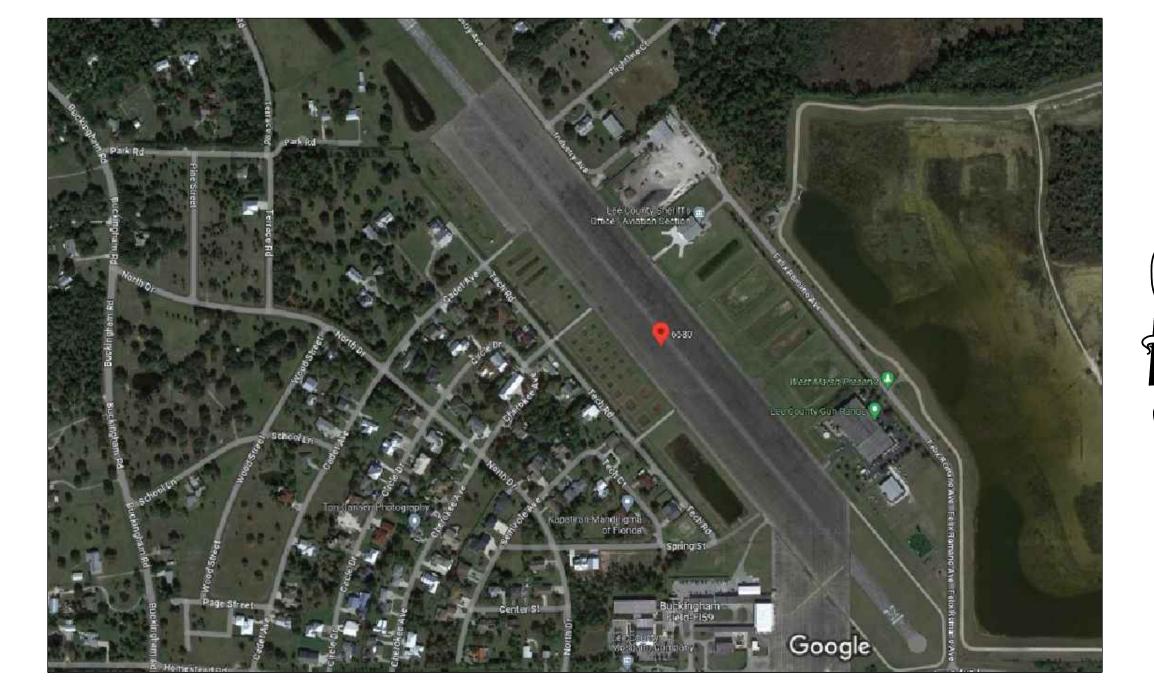
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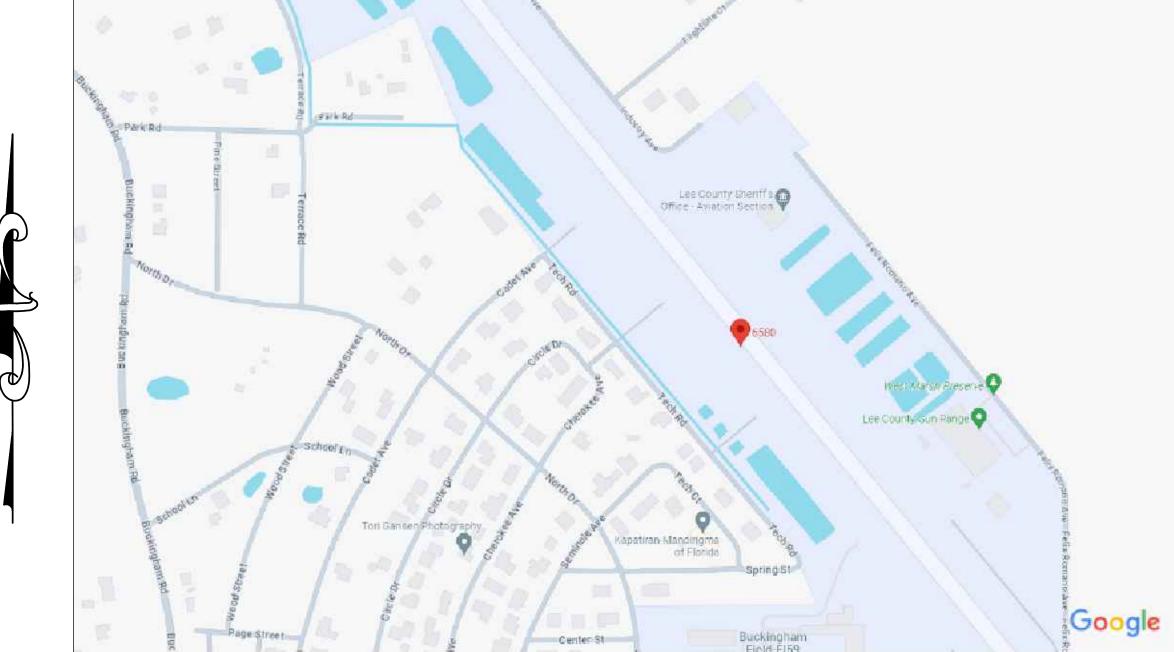
DISTRICT

COVER SHEET EXISTING CONDITIONS AND DEMO PLAN

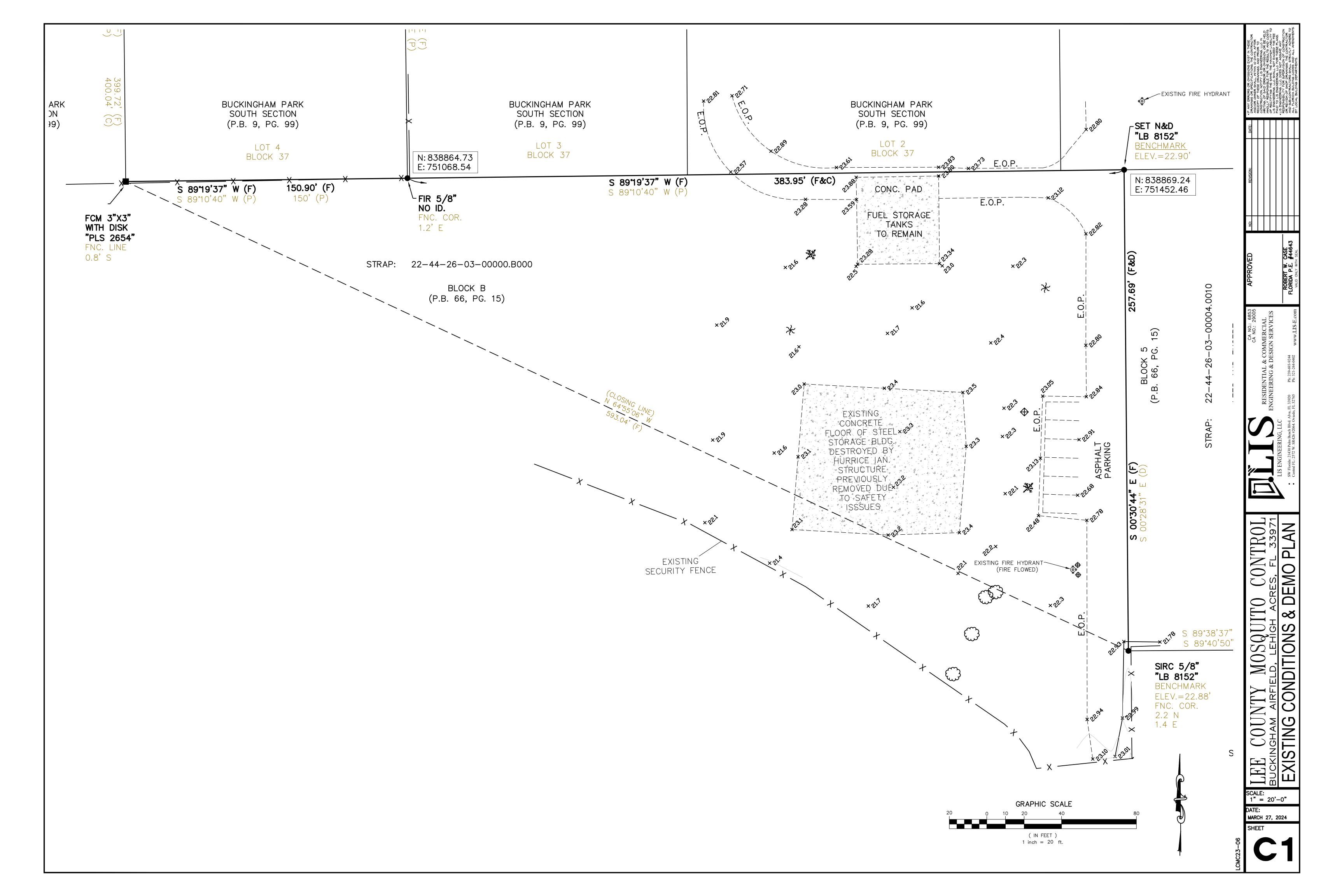
BUILDING DESIGN AND ENGINEERING:

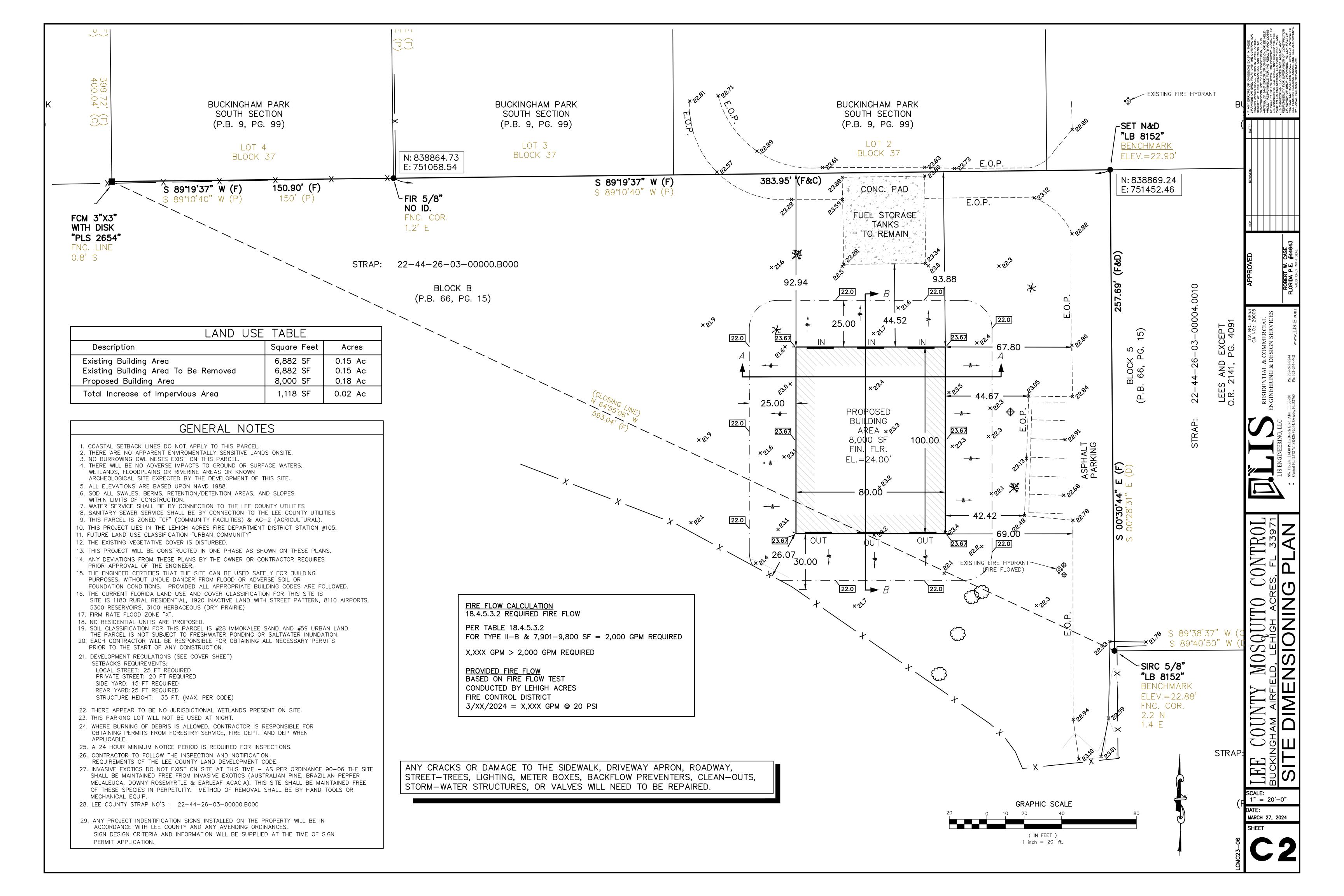
ENGINEERING PLAN CROSS SECTIONS

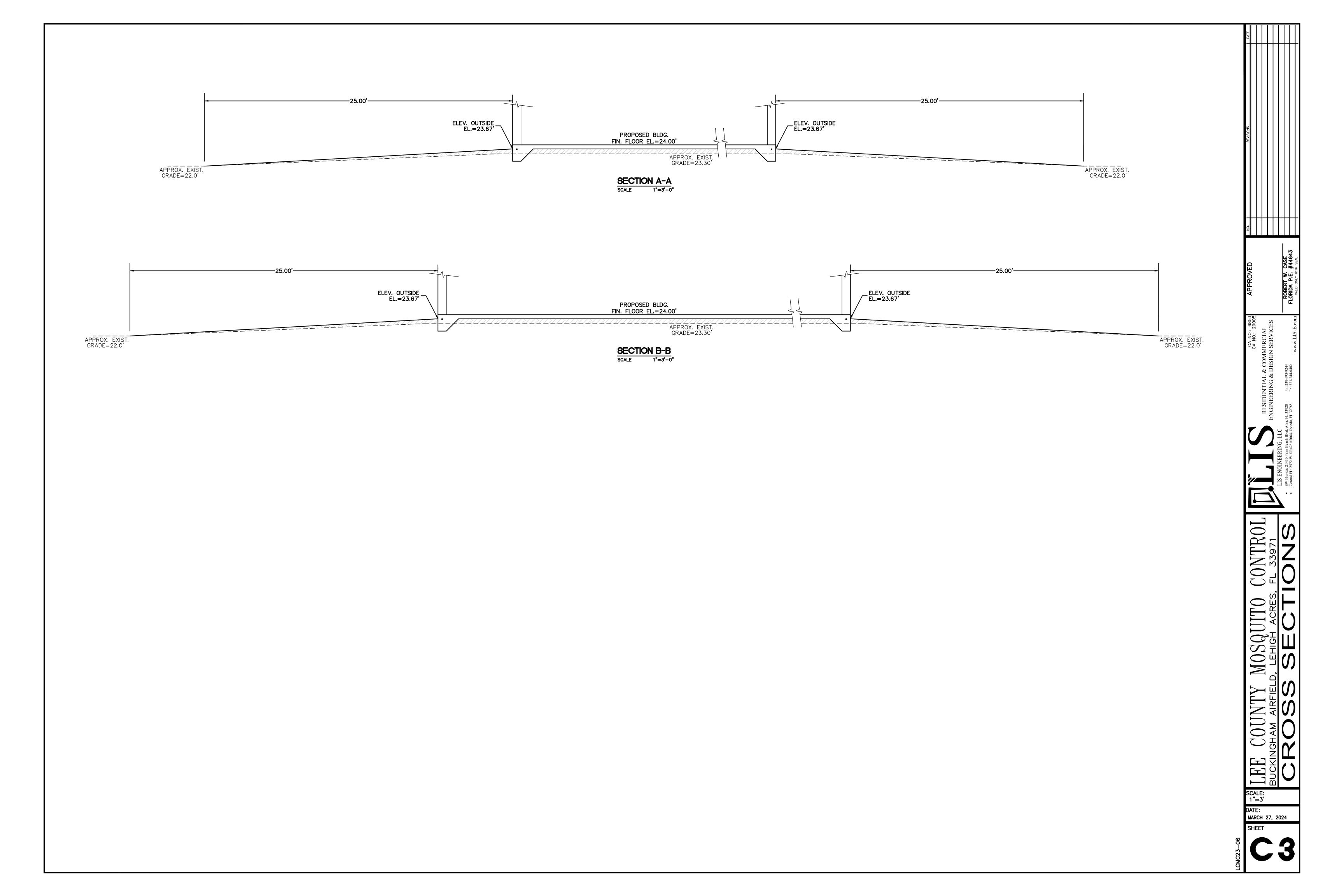




MARCH 27, 2024







#### GENERAL ELECTRICAL NOTES AND REQUIREMENTS

#### 1. GENERAL INSTALLATION REQUIREMENTS:

A. THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH THE 2023 FLORIDA BUILDING CODE. THE FLORIDA FIRE PREVENTION CODE (EIGHTH EDITION) WITH CHAPTER 69A-60 APPLICABLE NFPA CODES WHICH INCLUDES THE 2020 NEC (NFPA - 70) AND THE 2021 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.
- 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 <u>ALL</u> 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.
- ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH OTHER PARTIES FOR INSTALLATION OF ALL DEVICES. THIS SHALL INCLUDE (BUT NOT LIMITED TO)
- LIGHT FIXTURES AND DEVICES ON INTERIOR AND EXTERIOR OF BUILDING WITH WALL FINISHES/CONSTRUCTION, ETC. b. LIGHT FIXTURES AND DEVICES ON SITE WITH EXISTING/NEW UTILITIES,
- BUILDINGS/STRUCTURES, PLANTINGS, ETC.
- c. ANY INTER-CONNECTIONS BETWEEN ANY OF THE TRADES (HVAC, ARCHITECTURE,
- G. THE ELECTRICAL, HVAC, PLUMBING, FIRE PROTECTION & GENERAL CONTRACTORS SHALL STRICTLY ADHERE TO THE FOLLOWING ITEMS WHEN DEALING WITH ELECTRICAL
- CLEARANCES: a. 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
- b. 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.
- 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. <u>NOTICE TO CONTRACTOR:</u> 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.
- 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

IT IS HERE NOTED THAT IF THERE ARE <u>NO</u> 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. <u>SUBMITTALS</u>

- 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 SHALL BE PROVIDED IN PDF FORMAT.
- D. SHOP DRAWINGS SUBMITTED BY WAY OF AN ELECTRONIC PROJECT MANAGEMENT SYSTEM ARE NOT ACCEPTABLE.

#### 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. ALL ELECTRICAL CONDUITS NOT CONTAINING SPECIFIED CONDUCTORS SHALL HAVE A PULL WIRE INSTALLED

#### F. WIRING TO BE:

- a. EMT CONDUIT AND CONDUCTORS ABOVE GROUND b. PVC CONDUIT AND CONDUCTORS UNDERGROUND AND IN SLAB
- c. ENT CONDUITS ARE NOT ALLOWED UNDER ANY CIRCUMSTANCE. d. <u>UNO</u> - <u>NO</u> 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.
- EXISTING BUILDINGS ANY EXISTING WIRING WITHIN THE WORK AREAS OF BUILDINGS BEING RENOVATED IS TO BE REPLACED AS NECESSARY WITH ONE OF THE WIRING METHODS AS LISTED ABOVE.
- 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. VERBIAGE SHALL BE PRE PRINTED BY MACHINE. LABELS SHALL BE AFFIXED AT EVERY LOCATION ACCESSIBLE.
  - a. POWER CONDUCTORS SHALL HAVE ADHESIVE TYPE WRAP LABELS APPLIED INDICATING PANEL & CIRCUIT OF ORIGIN.
- b. LOW VOLTAGE CABLING SHALL HAVE ADHESIVE TYPE WRAP LABELS APPLIED INDICATING TERMINATING DEVICE NUMBER.
- K. 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 120/208 VOLT THREE PHASE

COLOR CODING AND MARKING TAPE SHALL BE 3 MIL, SELF-ADHESIVE, 1 TO 2 INCHES

N/B(G) – WHITE/GREEN

CONTRACTOR SHALL LABEL ALL JUNCTION BOXES CONTAINING POWER CABLING WITH THE PANEL & CIRCUIT OF ORIGIN OF EACH CONDUCTOR WITHIN THE BOX. LABELING SHALL BE VIA PERMANENT BLACK MARKER & STENCIL WITH 1/4" LETTERING.

#### 4. <u>EQUIPMENT</u>

- A. NO "WAFER" OR "PIGGYBACK" BREAKERS PERMITTED.
- B. 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.

- C. 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
- . GENERAL SIGNAGE AND PLACARDING SHALL BE PROVIDED AS REQUIRED BY CODE OR AS INDICATED BY PLAN SET. SIGNAGE SHALL BE ENGRAVED, LAMINATED ACRYLIC OR MELAMINE PLASTIC, MINIMUM 1/16" THICK FOR SIGNS UP TO 20 SQUARE INCHES AND 1/8" THICK FOR LARGER SIGNS. SIGNAGE SHALL HAVE BLACK LETTERS ON WHITE FACE. PREPUNCHED OR PREDRILLED FOR MECHANICAL FASTENERS.

PER NFPA 70, ARTICLE 110.24(A), THE SERVICE DISCONNECT SHALL BE PROVIDED WITH A PLACARD INDICATING THE AVAILABLE FAULT CURRENT AND THE DATE OF THIS PLAN SET (THE DATE WHEN THE FAULT CURRENT CALCULATIONS WERE PERFORMED).

- 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.
- 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.

SEE THE POWER RISER DIAGRAM FOR THE FAULT CURRENT AVAILABLE AT EACH PANEL. IF NOT INDICATED, THE VALUE IS LESS THAN 10,000 AMPS.

- SERIES RATED EQUIPMENT IS ACCEPTABLE AS A COST SAVINGS. IF THIS IS USED, THE CONTRACTOR IS TO INDICATE AS SUCH IN THE BID. THE CONTRACTOR SHALL COORDINATE AND PROVIDE THE RATINGS IN THE SWITCHGEAR SHOP DRAWINGS.
- 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.

#### WIRING DEVICES

- A. WALL SWITCHES SHALL BE STANDARD TOGGLE 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: a. DEVICE COVER PLATES TO BE GALVANIZED STEEL.

#### LIGHT FIXTURE SCHEDULE

						_	
TYPE	DESCRIPTION	LUMENS	POWER (VA)	CCT (°K)	VOLTAGE (V)	MANUFACTURER	MODEL
۸ ا	LED HIGH-BAY, WHITE FINISH, ACRYLIC LENS, PROVIDE CHAIN HANGERS (SEE PLAN FOR FINISHED ELEVATION TO BOTTOM OF FIXTURE). PROVIDE 15 AMP TWIST LOCK RECEPTACLE AT EACH FIXTURE.	24,000	148.0	4,000	120	METALUX	OHB-24-SE-MFL-UNV-L840-UPL12-CD-PC3/120
	LED WALLPACK, FULL—CUTOFF, B1U0G0, DARK BRONZE FINISH. SEE PLAN FOR MOUNTING HEIGHT TO BOTTOM OF FIXTURE.	2,000	38.0	4,000	120	LUMARK	XTOR4B-W
	EMERGENCY LIGHT (3) AIMABLE LED HEADS, 6 VOLT, SURFACE MOUNT, WHITE, STEEL HOUSING, SELF DIAGNOSTICS. MOUNT ON BUIDING STRUCURAL STEEL AT 15' AFF.				120	SURE-LITES	SEL-M-80-SD
EX	EXIT SIGN, STENCIL FACE, UNIVERSAL MOUNT, RED LED LAMPS, EMERGENCY BATTERY PACK, WHITE STEEL HOUSING, SELF DIAGNOSTICS.				120	SURE-LITES	SLX-7-SD

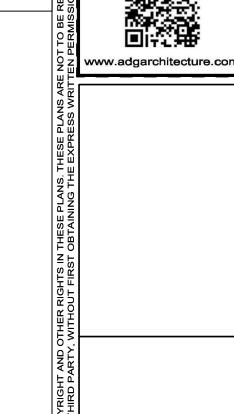
#### <u>NOTES</u>

- 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 SELF-DIAGNOSTICS THE AUTOMATIC MONTHLY TESTING OF EMERGENCY LIGHING PROVIDED WITH SELF-DIAGNOSTICS INVOLVES ILLUMINATION OF THE LAMPS FOR A FIXED PERIOD OF TIME AS REQUIRED BY CODE. THE OWNER SHALL BE MADE AWARE OF THE OPERATION OF THE SELF-DIAGNOSTICS AND THAT THE FACT THAT THE EMERGENCY LIGHTING WILL BE ILLUMINATED DURING THE TEST. THE CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS SO AS TO INSTALL, CONNECT, AND CONFIGURE THESE FIXTURES SUCH THAT THE SELF-DIAGNOSTIC TESTING OCCURS AFTER NORMAL BUSINESS HOURS OR AS OTHERWISE DIRECTED BY THE OWNER. THE AGREED UPON TIME SHALL BE RECORDED IN WRITING AS PART OF THE PROJECT CLOSE OUT DOCUMENTATION.
- 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 SHALL PROVIDE THE FIXTURES AS SPECIFIED.

#### ELECTRICAL SYMBOL LEGEND **ABBREVIATIONS** LIGHT FIXTURES - SEE LIGHT FIXTURE SCHEDULE FOR SPECIFICATIONS AC ALTERNATING CURRENT KW KILOWATT RECESSED/SURFACE MOUNTED LIGHT FIXTURE LT/S LIGHT/S AFF/G ABOVE FINISH FLOOR/GRADE WALL MOUNTED LIGHT FIXTURE AIC AMPS INTERRUPTING CAPACITY LV LOW VOLTAGE EXIT LIGHT FIXTURE, MOUNT SUCH THAT TOP OF THE SIGN IS NO HIGHER B BOND N1 NEMA 1 (INDOOR ENCLOSURE) THAN 6'8" ABOVE THE DOOR. CB CIRCUIT BREAKER N3R NEMA 3R (RAIN TIGHT ENCLOSURE) EMERGENCY LIGHT FIXTURE Cu COPPER ELECTRICAL DEVICES N/NEUT NEUTRAL GFCI TYPE RECEPTACLE, WALL DUPLEX, 120V, SPECIFICATION GRADE, 20 DC DIRECT CURRENT NP NON-PROTECTED AMP. INSTALL AT 18" AFF TO C.L. (U.N.O.). DISC DISCONNECT OC OVER COUNTER "WP" SIGNIFIES A WEATHERPROOF WEATHER RESISTANT GFIC RECEPTACLE, WALL DUPLEX, 120 VAC, SPECIFICATION GRADE, 20 AMP. UNO. PROVIDE EF EXHAUST FAN O/H OVER HEAD WITH A METALLIC, "EXTRA DUTY", IN-USE TYPE, WET LOCATION LISTED COVER PLATE. EM EMERGENCY P POWER POWER PANEL (FLUSH/SURFACE) SEE SCHEDULES EMT ELECTRICAL METALLIC TUBING (THIN RECEPT RECEPTACLE/S LINE VOLTAGE LIGHTING CONTROLS WALL TOGGLE SWITCH 1-POLE, 3, OR 4 WAY, SPECIFICATION GRADE, 20 S/N SOLID NEUTRAL AMP. INSTALL @ 48" AFF TO C.L. (U.N.O.). SPD SURGE PROTECTION DEVICE FCA FAULT CURRENT AVAILABLE NOTES & LINEWORK SWBD SWITCHBOARD A-1.3.5 → PANEL AND CIRCUIT NUMBER DESIGNATION. FPL FLORIDA POWER & LIGHT XFMR TRANSFORMER LIGHT FIXTURE DESIGNATION LEGEND: G GROUND A-1 PANEL/CIRCUIT DESIGNATION TC TIME CLOCK C FIXTURE DESIGNATION (SEE SCHEDULE) GFI/GFCI GROUND FAULT CIRCUIT INTERRUPTER A-1 EM $\square$ EM/EX FIXTURE DESIGNATION (SEE SCHEDULE) UC UNDER COUNTER HD HEAVY DUTY SPECIFIC NOTE RELATIVE TO SINGLE CALL OUT, SEE SPECIFIC NOTE LEGEND, UNO UNLESS NOTED OTHERWISE THESE NOTES ARE PROJECT WIDE. HGT HEIGHT KEY NOTE, SEE KEY NOTES ON EACH SHEET, THESE NOTES ARE ONLY UG UNDERGROUND HP HORSE POWER APPLICABLE TO THOSE SHEETS ON WHICH THEY APPEAR. UL UNDERWRITERS LABORATORIES JB JUNCTION BOX · — — — — CONDUIT RUN (CONCEALED) WP WEATHER PROOF —CONDUIT RUN (IN SLAB OR GRADE) KVA KILOVOLT AMPERE WR WEATHER RESISTANT

#### 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 PRICING.
- 5 ) PROVIDE A SERVICE GROUND ACCORDING TO N.E.C. ARTICLE 250.52 OF THE N.E.C. MINIMUM INSTALLATION TO INCLUDE: BUILDING FOOTER/ FOUNDATION REINFORCING STEEL (20' OF #4 MIN. SIZE) TURNED UP OR OTHERWISE EXPOSED AT THE SERVICE WITH APPROVED CONNECTOR ATTACHMENT BONDING A #4 Cu GROUNDING CONDUCTOR TO THE STEEL; (2) COPPER CLAD DRIVEN ROD GROUNDS (MIN. 3/4" X 10' DEEP) SPACED 20' APART WITH #6 COPPER GROUNDING CONDUCTOR, IF AVAILABLE ON PREMISES, ALSO, BOND: METAL COLD WATER PIPING AND METAL BUILDING FRAME WITH JUMPERS SIZED FROM 250.66, EQUIPMENT GROUNDING PER TABLE 250.122.
- ( 29 ) HVAC EQUIPMENT CONTAINS FACTORY MOUNTED SERVICE DISCONNECT.



4161 Tamiami Trail #501

Port Charlotte, Florida 33952

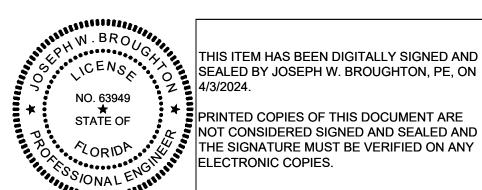
Ph. (941) 639-2450 Fax (941) 639-2438

3820 Colonial Blvd. #100

Fort Myers, Florida 33966

Ph. (239) 277-0554 Fax (239) 277-0741

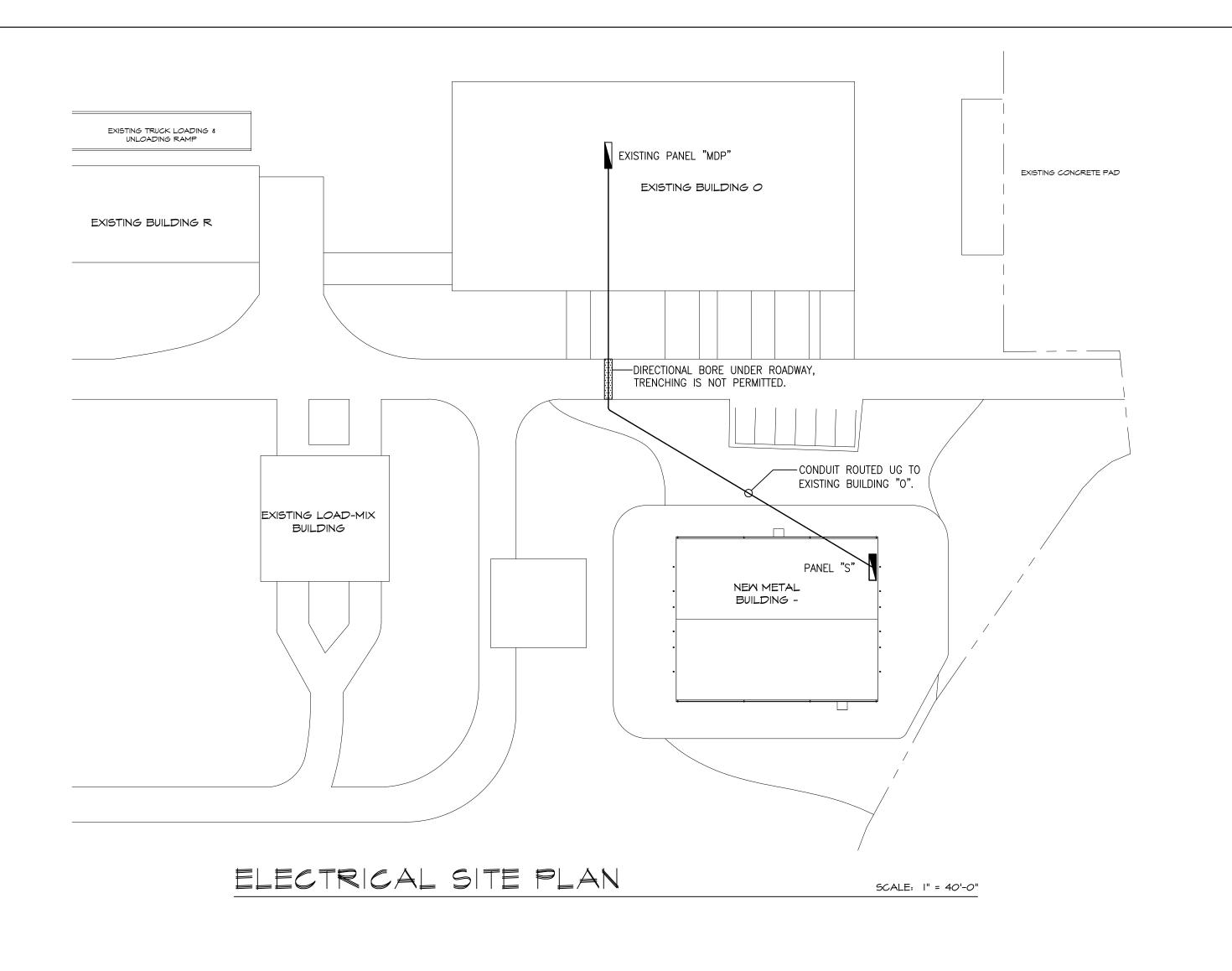
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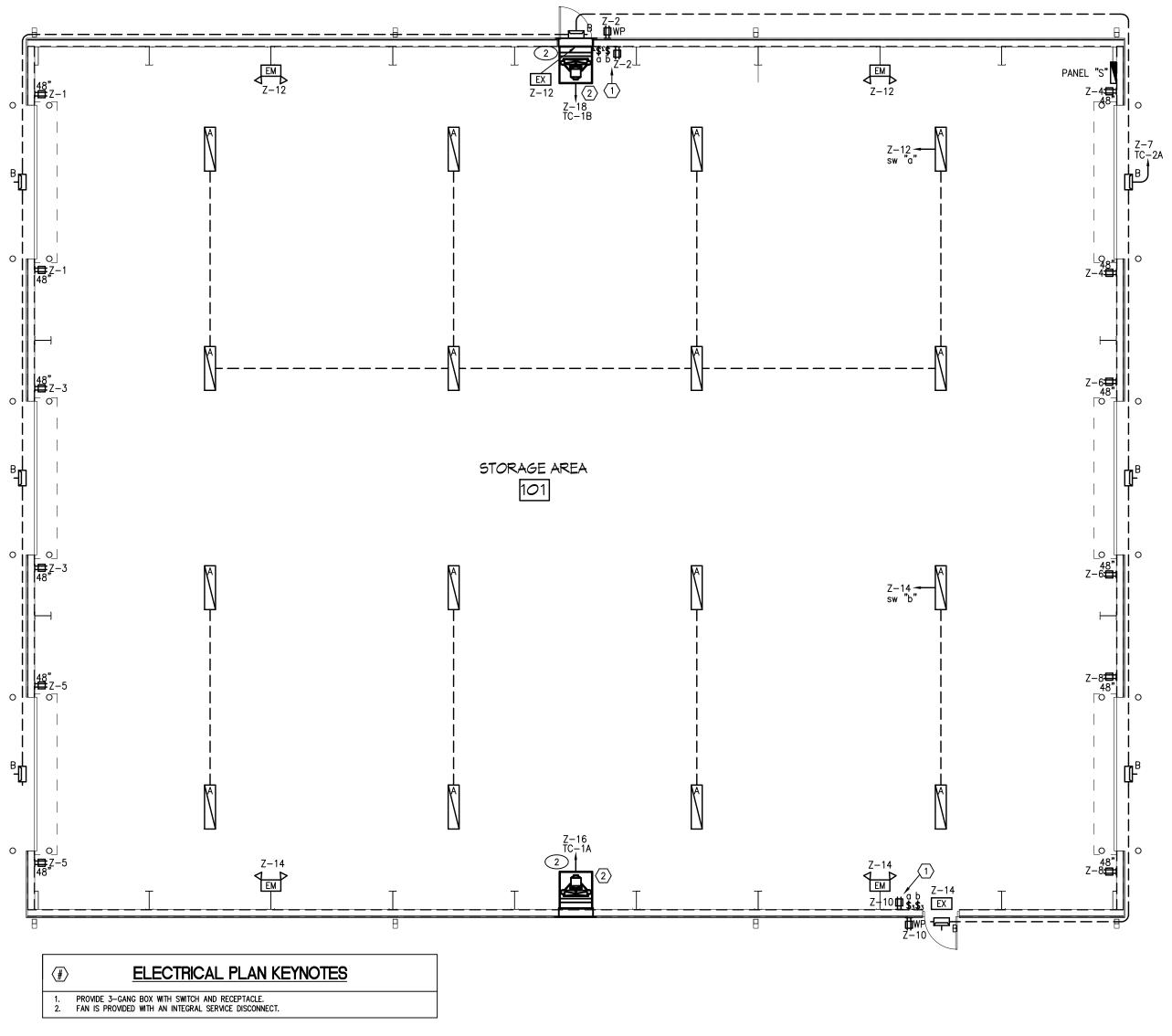


THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSEPH W. BROUGHTON, PE, ON 4/3/2024.

BURGESS BRANT CONSULTING ENGINEERS 2995 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

PROJECT NO.





ELECTRICAL PLAN

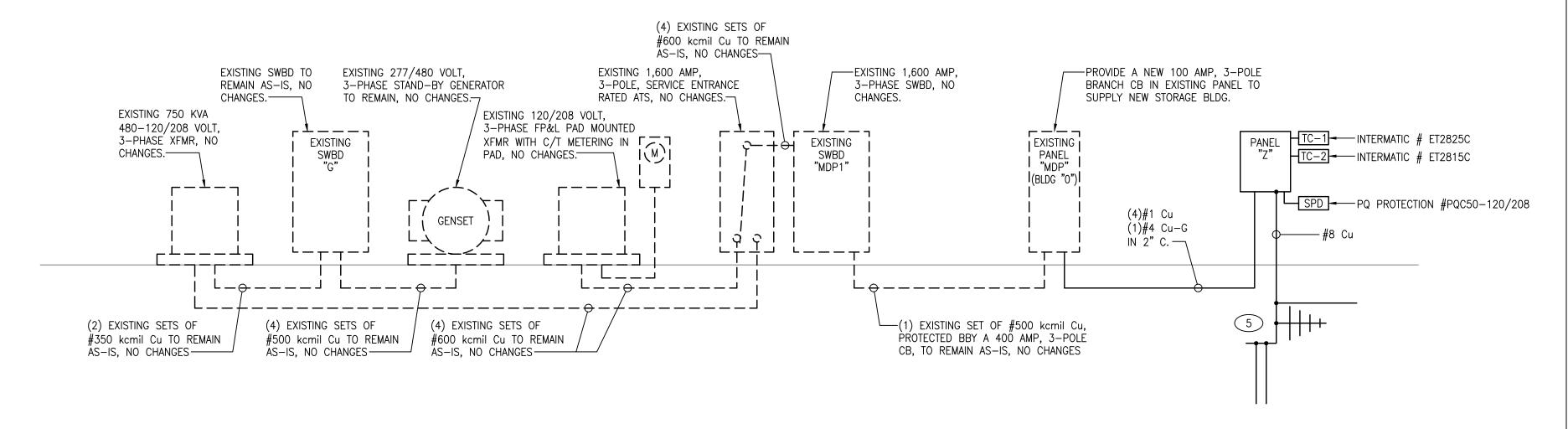
SCALE: 1/8" = 1'-0"

RECEPTACLES	20 1	220_	RECEPTACLES
RECEPTACLES	20 3 0	420_	RECEPTACLES
RECEPTACLES	20 _ 5	6 20	RECEPTACLES
LTS - EXTERIOR (TC-2	2A) 20 7   _	8 20	RECEPTACLE:
SPARE	20 9	10 _ 20	RECEPTACLE:
SPARE	20 11 _	12 ~ 20	LTS/EM
SPACE		14 _ 20	LTS/EM
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SPACE		18 20	EF (TC-1B)
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PANEL "Z" SCHEDULE

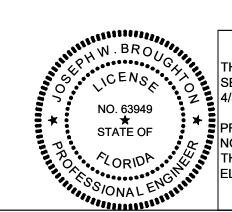
100 AMP BUS - MCB - 120/208V - 3 PHASE - S/N
30 CIRCUIT - SURFACE MOUNTED - NEMA 1
PANEL BOARD (SQ-D NQ) WITH COPPER BUS

PANEL "Z"			
LIGHTING			
CONNECTED LOAD @ 125%	=	3.0	ł
MINIMUM NEC ALLOWANCE: 8,030 SF @ 1.2 VA/SF	=	9.6	ł
	=	9.6	k
RECEPTACLES	=	2.9	ł
(2) 3/4 HP EXHAUST FANS @ 125% (CONTINUOUS OPERATION)	=	4.1	۲
EXTERIOR LIGHTING @ 125%	=	0.4	ŀ
	=	17.0	ł
(√3 × 20€	3) ÷	360	١
USE 100 AMPS	=	47.3	,
BUILDING "O"			
EXISTING DEMAND @ 125%	=	42.8	ł
NEW BUILDING "Z" (PANEL "Z")	=	17.0	ł
	=	59.8	ŀ
$(\sqrt{3} \times 20)$	3) ÷	360	١
400 AMPS EXISTING	=	165.9	,
BUILDING "M"			
EXISTING DEMAND @ 125%	=	266.3	ł
NEW BUILDING "Z" (PANEL "Z")	=	17.0	ł
	=	283.3	ł
(√3 x 200	3) ÷	360	١
1,600 AMPS EXISTING	=	786.5	_



POWER RISER DIAGRAM

SCALE: NONE



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSEPH W. BROUGHTON, PE, ON 4/3/2024.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



ARCHITECTURE, LLC EX ANNER WHATSOEVER,

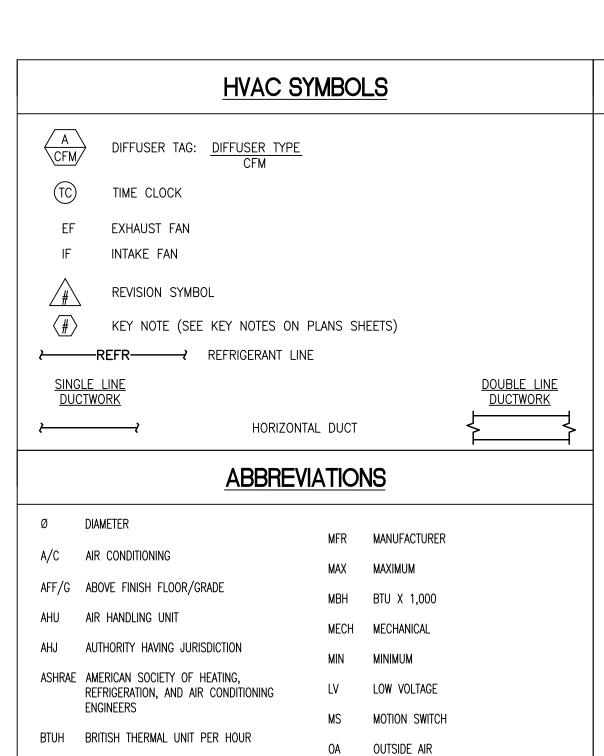
PROJECT NO.

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O/H OVER HEAD

REQ'D REQUIRED

RTU ROOF TOP UNIT

SS STAINLESS STEEL

TC TIME CLOCK

TSTAT THERMOSTAT

W/ WITH

W/O WITH OUT

UNO UNLESS NOTED OTHERWISE

VAV VARIABLE AIR VOLUME

UNDERWRITERS LABORATORIES

MARK

INTERNATIONAL

SBCCI SOUTHERN BUILDING CODE CONGRESS

SMACNA SHET METAL AND AIR CONDITIONING

CONTRACTOR'S NATIONAL ASSOCIATION

CD CONDENSATE DRAIN

CLG CEILING

Cu COPPER

DWG DRAWING

EXH EXHAUST

FC FAN COIL

HGT HEIGHT

HTR HEATER

KW KILOWATT

HP HORSE POWER

EF EXHAUST FAN

CU CONDENSER UNIT

CFM CUBIC FEET PER MINUTE

ESP EXTERNAL STATIC PRESSURE

HVAC HEATING, VENTILATING, AND AIR CONDITIONING

#### GENERAL NOTES AND SPECIFICATIONS

- 1. THE MECHANICAL CONTRACTOR SHALL COMPLY WITH THE 2023 FLORIDA BUILDING CODE (8TH 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.
- 4. 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/LOUVERS, DUCT WORK & SUPPORTS, REFRIGERANT LINES, INSULATION, HVAC SPECIALTIES (COLLARS, FIRE DAMPERS, BALANCING DAMPERS ETC.) CONTROLS & CABLING, ETC.. SHOP DRAWINGS SHALL BE REQUIRED <u>PRIOR</u> 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/ALL OPTIONS) SHALL BE CLEARLY SELECTED/INDICATED ON THE CUTSHEETS INCLUDED IN THE SUBMITTAL.
- SUBMITTALS SHAL BE PROVIDED IN PDF FORMAT.
- SHOP DRAWINGS SUBMITTED BY WAY OF AN ELECTRONIC PROJECT MANAGEMENT SYSTEM ARE NOT ACCEPTABLE.
- 5. THIS CONTRACTOR SHALL COORDINATE WITH THE OTHER CONTRACTORS TO INSURE THAT EACH TRADE SHALL HAVE SUFFICIENT SPACE TO INSTALL THEIR EQUIPMENT (DUCTWORK, PIPING, ELECTRICAL, ETC.).
- 6. VERIFY ALL DIMENSIONS FROM ARCHITECTURAL PLANS OR FIELD DIMENSIONS.
- 7. 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.
- 8. EQUIPMENT AS PER SCHEDULED LIST OF ACCEPTABLE MANUFACTURERS: COOK FANS: LOUVERS: Ruskin
- 9. 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 WARRANTEE 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
- 10. 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.

MANUFACTURER'S SPECIFICATIONS. ANY DEFECTIVE UNITS ARE TO BE REPLACED.

- 11. PROVIDE SPRING ISOLATORS FOR ALL TRUSS MOUNTED EXHAUST FANS.
- 12. PROVIDE ADEQUATE CLEARANCES FOR REPAIR AND MAINTENANCE. CONTRACTOR SHALL ENSURE THAT NO TRANSGRESSION OF THIS SPACE IS MADE BY OTHER CONTRACTORS.
- 13. 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.
- 14. 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.
- 15. ALL DUCTWORK, INSTALLATION AND EQUIPMENT SHALL MEET THE LATEST ADOPTED EDITION OF THE STATE OF FLORIDA ENERGY CODE.
- 16. ALL DUCTWORK SHALL BE FABRICATED, SUPPORTED AND INSTALLED IN STRICT ACCORDANCE WITH THE LATEST EDITION OF SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS — METAL AND FLEXIBLE" TO A MINIMUM OF 2" PRESSURE CLASSIFICATION AND CLASS B SEAL. SQUARE DUCTWORK WITHIN 5' OF DISCHARGE AND THE ENTIRE RETURN DUCTWORK SHALL BE INTERNALLY INSULATED WITH 1 1/2"
- 17. 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".
- 18. 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.
- 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.
- 20. 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.
- 21. 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.
- 22. THESE PLANS MAKE REFERENCE TO EXISTING CONDITIONS. CONTRACTOR SHALL VISIT SITE WITH RESPECT TO PROPOSED CONSTRUCTION PRIOR TO BID. NOTIFY ENGINEER OF ANY DISCREPANCIES.

30 X 30

CFM RANGE

4000

REMARKS

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

	KEY NOTES
1.	PROVIDE AND INSTALL EXHAUST FAN, INSTALL ABOVE THE DOOR AT MINIMUM FLEVATION OF 10'-6" ABOVE FINISHED FLOOR. REFER TO ARCHITECTURAL FOR
	EXACT PLACEMENT AND ELEVATION.
2.	PROVIDE AND INSTALL INTAKE LOUVER AT MINIMUM ELEVATION OF 12'-0" ABOVER
	FINISHED FLOOR.

#### FAN SCHEDULE

MARK	MANUFACTURER	MODEL	CFM	ESP	HP	VOLT	RPM / FLA	SONES	WEIGHT	REMARKS		
EF1	COOK	24XLW	4,000	0.38	3/4	208/3	1725/3.5	20.0	258.0	1, 2		
EF2	COOK	24XLW	4,000	0.38	3/4	208/3	1725/3.5	20.0	258.0	1, 2		
	REMARKS											

- PROVIDED WITH DISCONNECT NEMA 1 PRE WIRED, WALL COLLAR AND WIREGUARD-MOTOR SIDE
- 2. FAN SHALL BE ACTIVATED VIA TIME CLOCK AND RUN WHEN BUILDING IS OCCUPIED.

INTAKE/EXHAUST LOUVER

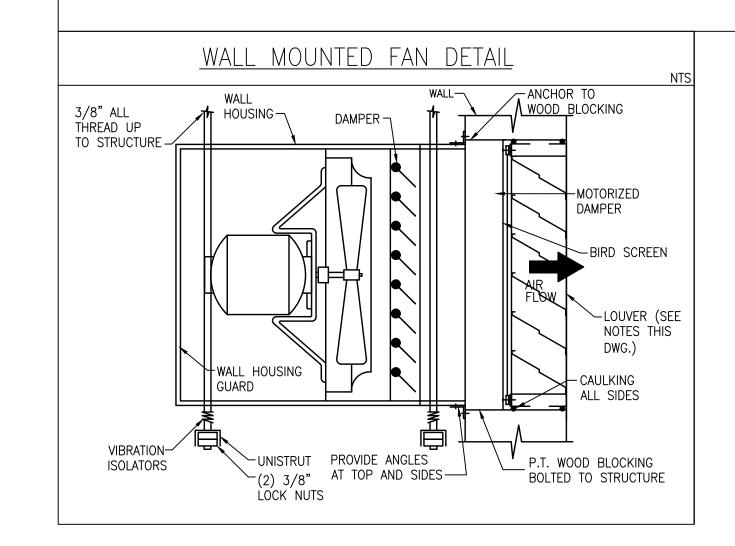
#### AIR DEVICE SCHEDULE DESCRIPTION MANUFACTURER MODEL NECK SIZE

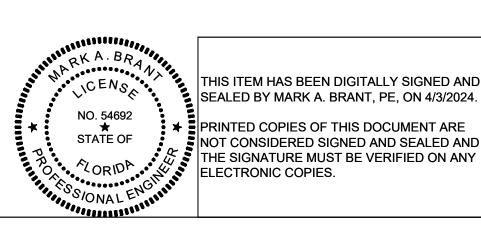
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#### REMARKS

HURRICANE RATED LOUVER, ALUMINUM CONSTRUCTION CORRISION RESISTANCE AND SHALL BE PROVIDED WITH ANODIZED COATING AND BIRDSCREEN. MIAMI DADE APPROVED NOA#20.1201.02, AMCA, 550 & 540 LISTED.

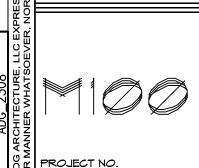
EME3625MD





THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MARK A. BRANT, PE, ON 4/3/2024

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STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT THESE DRAWINGS FOR SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS.

DRAWINGS SHALL NOT BE SCALED, REFER TO DIMENSIONAL INFORMATION PROVIDED OR CONTACT THE ENGINEER OR ARCHITECT FOR CLARIFICATION.

ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK. BY USE OF THESE PLANS, THE CONTRACTOR AGREES TO ASSUME FULL LIABILITY AND ANY COST ASSOCIATED WITH NON COMPLIANCE WITH THIS

THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO INSURE SAFETY OF THE BUILDING AND ITS COMPONENTS DURING ERECTION. THIS INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS AND TIEDOWNS.

WORK SHALL CONFORM TO ALL APPLICABLE STATE, COUNTY AND CITY ORDINANCES/CODES.

THE DESIGN PROFESSIONAL WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS AND THE DESIGN INTENT THEY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM OTHERS' FAILURE TO OBTAIN AND/OR FOLLOW THE DESIGN PROFESSIONAL'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

NO STRUCTURAL MEMBER OR COMPONENT SHALL BE CUT, NOTCHED, OR OTHERWISE ALTERED WITHOUT THE APPROVAL OF THE ENGINEER OF RECORD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS INCURRED FROM FAILURE TO OBTAIN SAID APPROVAL, INCLUDING ENGINEERING SERVICE FEES.

IN THE EVENT OF A DISCREPANCY BETWEEN THE STRUCTURAL CONTRACT DRAWINGS AND THE SPECIFICATIONS, THE STRUCTURAL CONTRACT DRAWINGS SHALL SUPERCEDE THE SPECIFICATIONS.

THE STRUCTURAL SYSTEM FOR THIS BUILDING HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 8TH EDITION (2023), USING THE FOLLOWING SUPERIMPOSED LOADS:

 LIVE LOAD. DEAD LOAD..

- CODES ASCE 7-22 // FLORIDA BUILDING CODE 8TH EDITION (2023), SECTION 1609 WIND SPEED Vult = 160 MPH (124 MPH NOMINAL) RISK CATEGORY

#### EXPOSURE INTERNAL PRESSURE COEFF, Cpi ±0.18 ENCLOSED

**SHOP DRAWING REVIEW:** 

#### SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT PRIOR TO FABRICATION AND CONSTRUCTION REGARDING ALL STRUCTURAL

#### PRE-ENGINEERED METAL BUILDING

SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.

ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE ARCHITECT/ENGINEER. DRAWINGS SUBMITTED WITHOUT REVIEW BY THE CONTRACTOR WILL BE RETURNED UNCHECKED.

IN ALL INSTANCES THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.

IF THE SHOP DRAWINGS DIFFER FROM OR ADD TO THE DESIGN OF THE STRUCTURAL DRAWINGS, THEY SHALL BEAR THE SIGNATURE AND SEAL OF A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA. ANY CHANGES TO THE STRUCTURAL DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT AND ARE SUBJECT TO THE REVIEW AND ACCEPTANCE OF THE ENGINEER.

#### SHOP DRAWINGS FOR SPECIALTY ENGINEERED PRODUCTS:

THE FOLLOWING SYSTEMS AND COMPONENTS REQUIRE FABRICATION AND ERECTION DRAWINGS PREPARED BY A DELEGATED ENGINEER:

SUBMITTALS SHALL IDENTIFY THE PROJECT, APPLICABLE CODES AND LIST THE DESIGN CRITERIA. SUBMITTALS SHALL ALSO SHOW ALL DETAILS AND PLANS NECESSARY FOR PROPER FABRICATION AND INSTALLATION. CALCULATIONS AND SHOP DRAWINGS SHALL IDENTIFY SPECIFIC PRODUCT UTILIZED. GENERIC PRODUCTS WILL NOT BE ACCEPTED.

SHOP DRAWINGS AND CALCULATIONS SHALL BE PREPARED UNDER THE DIRECT SUPERVISION AND CONTROL OF THE DELEGATED ENGINEER.

SHOP DRAWINGS AND CALCULATIONS REQUIRE THE VALID SEAL, DATE AND SIGNATURE OF THE DELEGATED ENGINEER, PROVIDE SUFFICIENT DESCRIPTIVE INFORMATION TO PERMIT PROPER EVALUATION. SUCH DESCRIPTIVE INFORMATION SHALL BEAR THE VALID SEAL AND SIGNATURE OF THE DELEGATED ENGINEER AS AN INDICATION THE HE/SHE HAS ACCEPTED RESPONSIBILITY FOR THE RESULTS. .

DRAWINGS PREPARED SOLELY TO SERVE AS A GUIDE FOR FABRICATION AND INSTALLATION (SUCH AS REINFORCING STEEL SHOP DRAWINGS OR STRUCTURAL STEEL ERECTION DRAWINGS) AND REQUIRING NO ENGINEERING DO NOT REQUIRE THE SEAL OF A DELEGATED

CATALOG INFORMATION ON STANDARD PRODUCTS DOES NOT REQUIRE THE SEAL OF A DELEGATED ENGINEER.

REVIEW BY THE STRUCTURAL ENGINEER OF RECORD OF SUBMITTALS IS LIMITED TO VERIFYING THE FOLLOWING:

- THAT THE SPECIFIED STRUCTURAL SUBMITTALS HAVE BEEN FURNISHED. THAT THE STRUCTURAL SUBMITTALS HAVE BEEN SIGNED AND SEALED BY THE DELEGATED ENGINEER.
- THAT THE DELEGATED ENGINEER HAS UNDERSTOOD THE DESIGN INTENT AND HAS USED THE SPECIFIED STRUCTURAL CRITERIA. (NO DETAILED CHECK OF CALCULATIONS WILL BE MADE).
- THAT THE CONFIGURATION SET FORTH IN THE STRUCTURAL SUBMITTALS IS CONSISTENT WITH THE CONTRACT DOCUMENTS. (NO DETAILED CHECK OF DIMENSIONS OR QUANTITIES WILL BE MADE). SUBMITTALS NOT MEETING THE ABOVE CRITERIA WILL NOT BE REVIEWED.

IN ACCORDANCE WITH FBC 107.3.4.1, THE FOLLOWING SPECIALITY ITEMS FOR PORTIONS OF THE BUILDING WILL NOT BE SUBMITTED AT THE TIME OF BUILDING PERMIT APPLICATION BUT WILL BE DEFERRED UNTIL AFTER THE PERMIT HAS BEEN ISSUED:

PRE-ENGINEERED METAL BUILDING

THESE ELEMENTS ARE PERFORMANCE-BASED DESIGN. THE CONTRACTOR SHALL CONTRACT FOR THE DESIGN AND CONSTRUCTION OF THESE ELEMENTS DURING THE CONSTRUCTION PHASE. THE SHOP DRAWINGS AND CALCULATIONS SHALL BE PREPARED AND SIGNED BY A LICENSED FLORIDA PROFESSIONAL ENGINEER. THEY SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.

THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

FOUNDATIONS ARE DESIGNED FOR AN ASSUMED ALLOWABLE SOIL BEARING PRESSURE OF 2,000 PSF ON COMPACTED FILL. BEFORE CONSTRUCTION COMMENCES, SOIL BEARING CAPACITY SHALL BE VERIFIED BY A SUBSURFACE INVESTIGATION, AS WELL AS FIELD AND LABORATORY TESTS PERFORMED BY A CERTIFIED TESTING LABORATORY, WHOSE REPORT SHALL INCLUDE ANALYSIS AND RECOMMENDATIONS FOR SITE PREPARATION IN ORDER TO BEAR THE FOUNDATION LOADS. THE REPORT BY A DELEGATED ENGINEER SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR REVIEW BEFORE FOUNDATION CONSTRUCTION BEGINS.

SLABS ON GRADE SHALL BE CAST OVER COMPACTED SOIL AND A VAPOR BARRIER WHERE SPECIFIED ON PLANS. SOIL SHALL BE COMPACTED AND TESTED IN ACCORDANCE WITH GEOTECHNICAL REPORT. IF THERE IS NO SOILS REPORT, THE SOIL SHALL BE COMPACTED TO AT LEAST 95% OF MODIFIED PROCTOR DRY DENSITY AND VERIFIED BY AN INDEPENDENT GEOTECHNICAL CONSULTANT. LOCATIONS FAILING TO MEET THE COMPACTION REQUIREMENTS SHALL BE RECOMPACTED AND RETESTED. VAPOR BARRIER SHALL BE PROVIDED AS SPECIFIED BY THE ARCHITECT UNLESS NOTED OTHERWISE ON THE PLANS.

SLABS SHALL BE PROVIDED WITH JOINTS IN ACCORDANCE WITH PLANS. FIBERS MAY NOT BE SUBSTITUTED FOR STEEL REINFORCING OR WELDED WIRE FABRIC AND THE USE OF FIBERS SHALL NOT DECREASE THE JOINTING REQUIREMENTS WITHOUT WRITTEN APPROVAL OF THE ENGINEER OF RECORD.

#### REINFORCING STEEL:

REINFORCING STEEL SHALL BE ASTM A615 GRADE 60 DEFORMED BARS, FREE FROM OIL, SCALE AND RUST AND PLACED IN ACCORDANCE WITH STRUCTURAL DRAWINGS AND PLACING DETAILS OF ACI STANDARDS AND SPECIFICATIONS. SECURE APPROVAL OF SHOP DRAWINGS PRIOR TO COMMENCING FABRICATION.

REINFORCING STEEL TO BE WELDED SHALL CONFORM TO ASTM A706

REINFORCING STEEL SHALL BE SECURELY TIED IN PLACE WITH #16 ANNEALED IRON WIRE.

ALL DETAILING AND ACCESSORIES SHALL CONFORM TO ACI DETAILING MANUAL SP-66. PROVIDE CHAIRS, SPACERS, BOLSTERS, AND ITEMS IN CONTACT WITH FORMS WITH HOT-DIP GALVANIZED LEGS OR PLASTIC LEGS. ACCURATELY POSITION, SUPPORT, AND SECURE REINFORCEMENT AGAINST DISPLACEMENT BY FORMWORK CONSTRUCTION OR CONCRETE PLACEMENT OPERATIONS. "WET-STICKING" OF REINFORCING IS PROHIBITED.

REQUIRED CONCRETE COVER FOR REINFORCING STEEL (UNLESS NOTED OTHERWISE):

- FOOTINGS 3" BOTTOM AND SIDES, 2" TOP

LAP SPLICE CONTINUOUS VERTICAL OR HORIZONTAL BARS IN CONCRETE MEMBERS IN ACCORDANCE WITH ACI 318, LATEST EDITION, FOR CLASS "B" TENSION LAP SPLICES. DO NOT SPLICE CONTINUOUS TOP BARS IN BEAMS AT ENDS OF CLEAR SPANS. DO NOT SPLICE CONTINUOUS BOTTOM BARS IN BEAMS IN CLEAR SPANS BETWEEN SUPPORTS. SHOW ALL SPLICES ON SHOP DRAWINGS. SPLICE LOCATIONS AND METHODS SUBJECT TO APPROVAL OF STRUCTURAL ENGINEER. ALL REINFORCING BARS SHALL BE LAPPED PER ACI 318 INCLUDING TOP BAR FACTOR, BUT SHALL NOT BE LESS THAN 48 BAR DIAMETERS UNLESS NOTED OTHERWISE.

AT SLAB RE-ENTRANT CORNERS, PROVIDE (2) #5 X 4'-0" DIAGONAL BARS. AT SLAB AND WALL OPENINGS PROVIDE A MINIMUM OF (2) #5 BARS ALL FOUR SIDES AND DIAGONALLY; EXTEND THESE BARS A LAP DISTANCE OR A MINIMUM OF 24" PAST THE OPENING OR HOOK BARS

DOWEL ALL WALLS AND COLUMNS TO FOOTINGS WITH BAR SIZE AND SPACING TO MATCH VERTICAL REINFORCING UNLESS OTHERWISE

WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-1064, FREE FROM OIL, SCALE AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL PLACING DETAILS OF ACI STANDARDS AND SPECIFICATIONS. MINIMUM LAP SHALL BE ONE SPACE PLUS TWO INCHES. USE OF FLAT MANUFACTURED SHEETS IS REQUIRED.

#### CONCRETE: 3302 CONCRETE:

CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC), AMERICAN CONCRETE INSTITUTE'S BUILDING CODE REQUIREMENTS (ACI 318) AND HOT WEATHER CONCRETING REQUIREMENTS (ACI 305).

<u>MATERIALS</u>: CEMENT: AGGREGATE:

WATER:

ASTM C150 TYPE I ASTM C 33 (3/4" MAX) CLEAN, POTABLE, WITH NO DELETERIOUS MATERIALS

REINFORCING STEEL: ASTM A615 GRADE 60 WELDED WIRE FABRIC: ASTM A1064 IN FLAT MANUFACTURED SHEETS

CAST IN PLACE CONCRETE SHALL BE PER AN APPROVED MIX DESIGN PROPORTIONED TO ACHIEVE A STRENGTH (I'c) AT 28 DAYS AS LISTED BELOW WITH A PLASTIC AND WORKABLE MIX:

3000 PSI FOUNDATIONS & SLABS ON GRADE

CONCRETE SHALL BE PLACED AND CURED ACCORDING TO ACI STANDARDS AND SPECIFICATIONS.

SUBMIT PROPOSED MIX DESIGN WITH RECENT FIELD CYLINDER OR LAB TESTS FOR REVIEW PRIOR TO USE. MIX SHALL MEET THE REQUIREMENTS OF ASTM C33 FOR COARSE AGGREGATE. CONCRETE SHALL COMPLY WITH ALL THE REQUIREMENTS OF ASTM STANDARD C94 FOR MEASURING, MIXING, TRANSPORTING, ETC. CONCRETE TICKETS SHALL BE TIME STAMPED WHEN CONCRETE IS BATCHED. THE MAXIMUM TIME ALLOWED FROM THE TIME THE MIXING WATER IS ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1½) HOURS. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL BE DISCARDED. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR OF ANY NONCOMPLIANCE WITH THE ABOVE. ALL SLABS SHALL BE CURED USING A DISSIPATING CURING COMPOUND MEETING ASTM STANDARD C309 TYPE 1-D AND SHALL HAVE A FUGITIVE DYE. THE COMPOUND SHALL BE PLACED AS SOON AS THE FINISHING IS COMPLETED. ALL SCUFFED OR BROKEN AREAS IN THE CURING MEMBRANE SHALL BE RECOATED DAILY. CALCIUM CHLORIDES SHALL NOT BE UTILIZED; OTHER ADMIXTURES MAY BE USED ONLY WITH THE APPROVAL OF THE ENGINEER. CONTRACTOR SHALL CONFIRM COMPATIBILITY OF CURING COMPOUND WITH FLOOR FINISHES.

ALL CONCRETE MIX DESIGNS SHALL INCLUDE A WRITTEN DESCRIPTION INDICATING WHERE EACH PARTICULAR MIX IS TO BE PLACED WITHIN THE STRUCTURE. IF ACCEPTED, PEA ROCK PUMP MIX USE IS LIMITED TO VERTICAL ELEMENT POURS AND BEAM POURS LESS THAN 60 LINEAL FEET PER POUR.

WATER/CEMENT RATIO FOR CONCRETE AT EXTERIOR BALCONIES SHALL NOT EXCEED 0.40 BY WEIGHT.

WATER/CEMENT RATIO FOR ALL OTHER CONCRETE SHALL NOT EXCEED 0.55. NO WATER SHALL BE ADDED ON SITE.

ALL CONCRETE DESIGN MIX SUBMITTALS SHALL INCLUDE TESTED, STATISTICAL BACK-UP DATA AS PER CHAPTER 5 OF ACI 318.

A WATER-REDUCING ADMIXTURE, IF USED, SHALL CONFORM TO ASTM C494 AND USED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, SHALL BE INCORPORATED IN CONCRETE DESIGN MIXES. A HIGH-RANGE WATER-REDUCING ADMIXTURE CONFORMING TO ASTM C494, TYPE F OR G, MAY BE USED IN CONCRETE MIXES, PROVIDING THAT THE SLUMP DOES NOT EXCEED 8".

USE OF FLYASH, IF APPROVED IN ARCHITECTURAL SPECIFICATIONS, SHALL NOT EXCEED 20% OF THE TOTAL WEIGHT OF CEMENTITIOUS MATERIALS AND CONFORM TO ASTM C 618, TYPE F OR TYPE C.

LONGITUDINAL BARS IN FOOTINGS, WALLS, BEAMS, AND SLABS ARE CONTINUOUS UNLESS NOTED OTHERWISE.

SLEEVES, OPENINGS, CONDUIT, AND OTHER EMBEDDED ITEMS NOT SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER BEFORE POURING. NO SLEEVE, OPENING, OR INSERT MAY BE PLACED IN BEAMS, JOISTS, OR COLUMNS UNLESS APPROVED BY THE ENGINEER. CONDUITS EMBEDDED IN SLABS SHALL NOT BE LARGER IN OUTSIDE DIMENSION THAN ONE THIRD OF THE THICKNESS OF THE SLAB AND SHALL NOT BE SPACED CLOSER THAN THREE DIAMETERS ON CENTER.

PROVIDE 3/4" CHAMFERS ON ALL EXPOSED CONCRETE EDGES, UNLESS NOTED OTHERWISE. WHERE INDICATED OR REQUIRED, SLOPE CONCRETE SLABS TO DRAINS SHOWN ON PLUMBING AND/OR ARCHITECTURAL DRAWINGS.

ALL CONCRETE SHALL BE CURED IMMEDIATELY AFTER FINISHING OPERATIONS.

MAINTAIN COVER DURING CONCRETE PLACEMENT AND CONSOLIDATE BY INTERNAL VIBRATION.

WHERE NEW CONCRETE IS PLACED AGAINST EXISTING CONCRETE, THE EXISTING CONCRETE SURFACE SHALL BE CLEANED AND ROUGHENED TO A MINIMUM 1/4" AMPLITUDE. UNLESS NOTED OTHERWISE.

AN INDEPENDENT TESTING LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE:

- A. ASTM C 143 "STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE." MAXIMUM SLUMP SHALL BE 4
- ASTM C 39 "STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS." SAMPLES FOR STRENGTH TESTS FOR EACH CLASS OF CONCRETE PLACED EACH DAY SHALL NOT BE TAKEN LESS THAN ONCE A DAY, NOR LESS THAN ONCE FOR EACH 150 CUBIC YARDS OF CONCRETE NOR LESS THAN ONCE FOR EACH 5,000 SQUARE FEET OF SURFACE AREA FOR SLABS AND WALLS. REQUIRED CYLINDER(S) QUANTITIES AND TEST AGE AS FOLLOWS:

 1 AT 3 DAYS 1 AT 7 DAYS 2 AT 28 DAYS

ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDER(S) MAY BE DISCARDED.

#### CONCRETE WEATHER RESISTANCE:

WHEREVER CONCRETE BALCONIES (OR OTHER FLAT SURFACES) OF THE REINFORCED OR POST-TENSIONED CONCRETE SLABS ARE TO REMAIN EXPOSED TO THE WEATHER THROUGHOUT THE LIFE OF THE BUILDING, THE TOP SURFACE OF THE CONCRETE SHALL BE TREATED WITH A CLEAR NONFLAMMABLE PENETRATING SEALER OF THE ALKYL-ALKOXY SILANE CLASSIFICATION, SUCH AS BASF MASTER PROTECT H400, OR OTHER ENGINEER APPROVED WEATHER RESISTANT SYSTEM. APPLICATION AND SURFACE PREPARATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. CONTRACTOR SHALL TEST SEALER FOR COMPATIBILITY WITH FLOOR FINISHES PRIOR TO APPLICATION.

THE PRE-ENGINEERED METAL BUILDING STRUCTURAL SYSTEM SHALL CONSIST OF ROOF DECK, RIGID FRAMES, BRACING AND ANCHOR BOLTS. DEVIATION FROM BAY SPACING SHOWN ON THE PLANS SHALL NOT BE PERMITTED TO SUIT MANUFACTURERS STANDARDS.

THE SYSTEM SHALL BE DESIGNED AND DETAILED BY THE MANUFACTURER TO SUSTAIN THE DESIGN LOADS SPECIFIED. THE DESIGN SHALL BE IN ACCORDANCE WITH AISC AND AISI SPECIFICATIONS AND MBMA "METAL BUILDING SYSTEMS MANUAL" DESIGN PRACTICES, LATEST ISSUES.

THE MANUFACTURER SHALL BE REGULARLY ENGAGED IN METAL BUILDING DESIGN AND MANUFACTURING. CURRENT MBMA MEMBERS ARE APPROVED, OTHERS SHALL SUBMIT PRODUCT DATA FOR REVIEW.

ALL COLUMNS SHALL BE DESIGNED AS PINNED AT THEIR BASES. LONGITUDINAL WIND BRACING SHALL BE DESIGNED TO TRANSFER LOADS TO THE FOUNDATIONS. MAXIMUM ALLOWABLE LATERAL DRIFT DUE TO WIND IS H/180.

SHOP DRAWINGS AND A LETTER OF CERTIFICATION SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO FABRICATION, AND SHOP DRAWINGS SHALL BEAR THE SIGNATURE AND IMPRESSED SEAL OF A FLORIDA REGISTERED PROFESSIONAL ENGINEER. SHOP DRAWINGS SHALL INDICATE THE DESIGN LOADS AND JOB NAME AND NUMBER. THEY SHALL INCLUDE DRAWINGS OF THE FRAMING MEMBERS WITH THE CONNECTIONS, THE ANCHOR BOLT PLAN AND REACTIONS. STANDARD CUT SHEETS OF THE ABOVE ARE NOT ACCEPTABLE. STANDARD CUT SHEETS MAY BE SUBMITTED FOR SECONDARY FRAMING CONNECTION DETAILS, FLASHING AND SHEETING DETAILS, ETC.

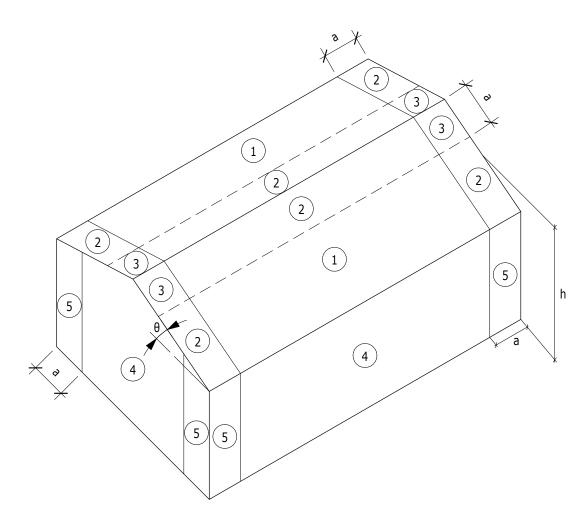
THE MAIN FRAMING, COMPONENTS, AND CLADDING SHALL BE CAPABLE OF WITHSTANDING A 160 MPH WIND (3 SECOND GUST) PER THE FLORIDA BUILDING CODE 8TH EDITION. DESIGN ROOF DEAD LOAD USED TO RESIST UPLIFT SHALL BE INDICATED ON DRAWINGS.

THE MANUFACTURER'S DRAWINGS SHALL CONTAIN THE FOLLOWING CERTIFICATION: "THESE PLANS ARE IN COMPLIANCE WITH THE FLORIDA BUILDING CODE 8TH EDITION, INCLUDING CHAPTER 16 FOR A 160 MPH WIND".

ALL MEMBERS AND FASTENERS SHALL BE COATED OR PAINTED PER ARCHITECTURAL SPECIFICATIONS.

THE ROOF DECKING UPLIFT LOADS SHALL COMPLY WITH THE FLORIDA BUILDING CODE 8TH EDITION, BUT SHALL NOT BE LESS THAN U.L. 580, CLASS 90.

METAL BUILDING MANUFACTURER SHALL PROVIDE ALL BRACINGS AND GUYS AS REQUIRED TO MAINTAIN STABILITY DURING ERECTION.



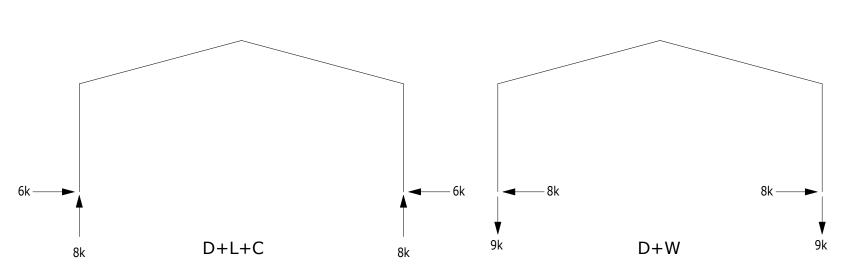
#### **C&C Diagram (Gable, 7≤θ≤45, h≤60ft)**

ALLOV	VABLE COMP	ONENT AND CLADD	ING WIND PRESSU	RES (psf) (ASD)
		10 SF	50 SF	100 SF
	ZONE 1	25 / -68	20 / -46	18 / -37
ROOF	ZONE 2	25 / -90	20 / -62	18 / -50
	ZONE 3	25 / -118	20 / -79	18 / -62
\\/ \\	INTERIOR 4	37 / -40	33 / -37	32 / -35
WALL	CORNER 5	37 / -50	33 / -42	32 / -39

0.2h = 4.8 ft

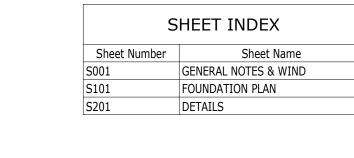
0.6h = 14.4 ft

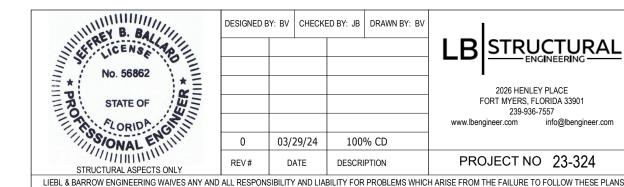
a = 8.0 ft



#### MAIN FRAME ENVELOPE ASD REACTIONS (kips)

THE MAIN FRAME REACTIONS ARE BASED ON THE DESIGN CALCULATIONS PER METAL BUILDING ENGINEERING, LLC, DATED 01-23-2024. FOUNDATIONS ARE DESIGNED ACCORDING TO THE PROVIDED REACTIONS, IF THE REACTIONS ARE REVISED, THE FOUNDATIONS SHALL BE





SPECIFICATIONS AND THE DESIGN INTENT THEY CONVEY OR FOR PROBLEMS WHICH ARISE FROM OTHERS FAILURE TO ORTAIN AND/OR FOLLOW THE DESIGN. PROFESSIONAL'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED LIEBL & BARROW NGINEERING SHALL NEITHER HAVE CONTROL OVER OR CHARGE OF, NOR BE RESPONSIBLE FOR, THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK FOR THIS PROJECT, SINCE THESE ARE SOLELY THE

CONTRACTORS' RIGHTS AND RESPONSIBILITIES

02/16/2024

Port Charlotte, Florida 33952 Ph. (941) 639-2450 Fax (941) 639-243

3820 Colonial Blvd. #10

Fort Myers, Florida 33966

Ph. (239) 277-0554 Fax (239) 277-074

www.adgarchitecture.co

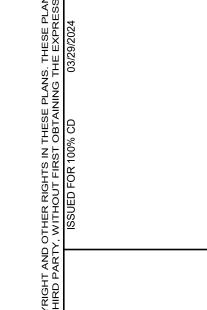
AA-26002422

PROJECT NO. 23-324





www.adgarchitecture.com



02/16/2024 **S101** 

PROJECT NO. 23-324

STATE OF

STATE OF

ON 03/29/24 100% CD

REV # DATE DESCRIPTION

PROJECT NO 23-324

LIEBL & BARROW ENGINEERING WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM THE FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND THE DESIGN INTENT THEY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM OTHERS FAILURE TO OBTAIN AND/OR FOLLOW THE DESIGN PROFESSIONAL'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED LIEBL & BARROW ENGINEERING SHALL NEITHER HAVE CONTROL OVER OR CHARGE OF, NOR BE RESPONSIBLE FOR, THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK FOR THIS PROJECT, SINCE THESE ARE SOLELY THE CONTRACTORS' RIGHTS AND RESPONSIBILITIES.

DESIGNED BY: BV | CHECKED BY: JB | DRAWN BY: BV |

COMMENTS

**FOUNDATION PLAN NOTES** 

DO NOT SCALE DRAWINGS.

REQUIREMENTS.

OTHERWISE.

2. SEE PLAN FOR SLAB THICKNESS & REINFORCING.

6. SEE SHEET S001 FOR STRUCTURAL NOTES.

3. THE SLAB SHALL BE CAST ON A VAPOR BARRIER ON WELL COMPACTED FILL MATERIAL. SEE ARCHITECT FOR VAPOR BARRIER

5. FX INDICATES FOUNDATION TYPE. REFER TO FOUNDATION SCHEDULES ON THIS SHEET. (X'-X") INDICATES TOP OF FOOTING

7. VERIFY ALL DIMENSIONS AND ELEVATIONS WITH ARCHITECTURAL DRAWINGS BEFORE COMMENCING CONSTRUCTION. FOR

10. TE-1 INDICATES 12"W X 16"D THICKENED EDGE W/(2)#5B, (1)#5T, COORDINATE DOOR RECESSES W/ARCH. DWGS.

PAD FOUNDATION SCHEDULE

ADDITIONAL DIMENSIONAL INFORMATION SEE ARCHITECTURAL DRAWINGS.

9. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AS REQUIRED.

11. TE-2 INDICATES 8"W X 8"D THICKENED EDGE W/(1)#5B CONT.

MARK WIDTH LENGTH THICKNESS

F60 6' - 0" 6' - 0" 2' - 0"

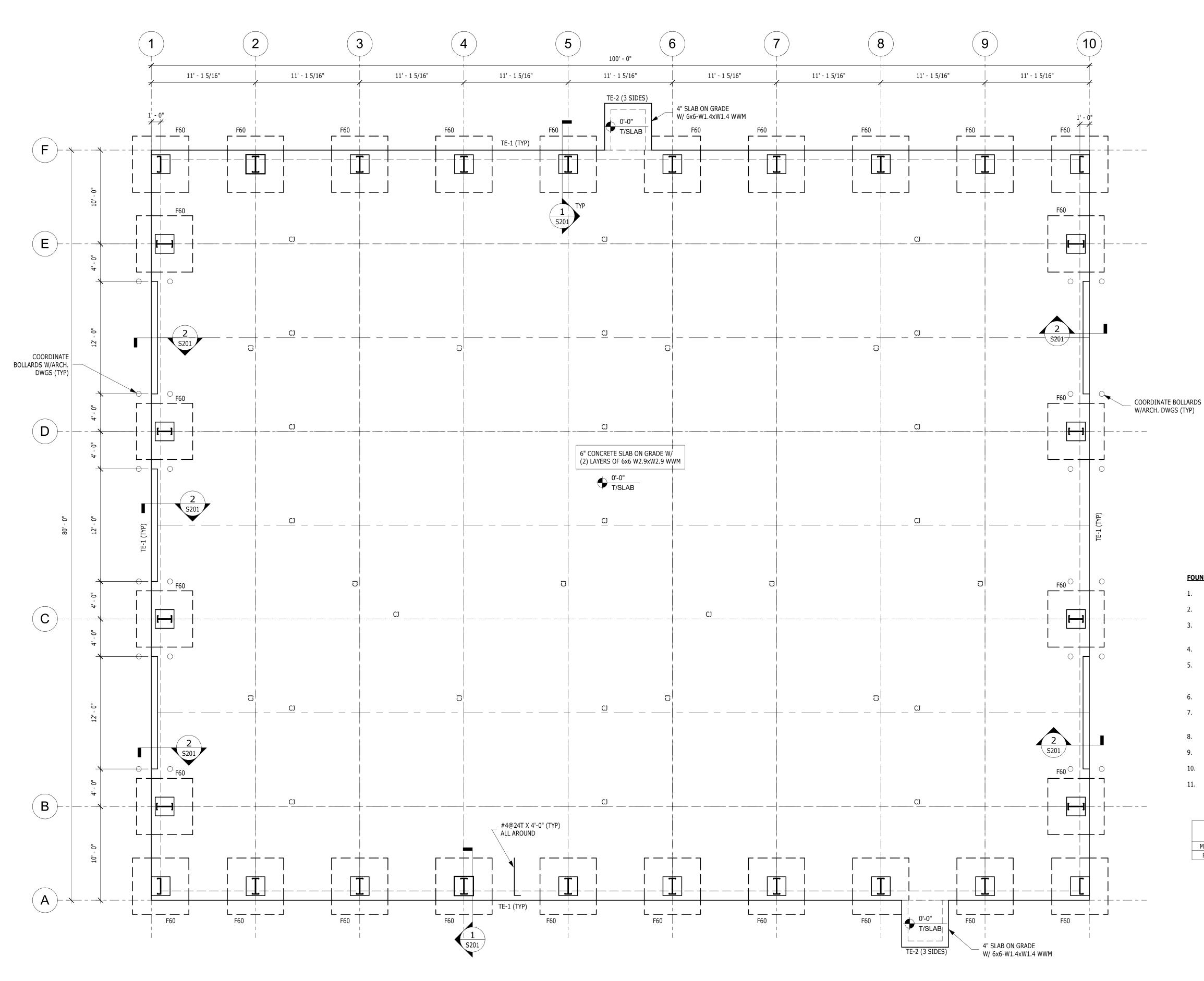
8. SEE ARCHITECTURAL DRAWINGS FOR SLOPES, DROPS, AND DRAIN LOCATIONS IN FLOOR SLABS.

ELEVATION (-1'-4"), UNLESS NOTED OTHERWISE. CENTER ALL FOOTINGS UNDER COLUMNS UNLESS SPECIFICALLY DIMENSIONED

REINFORCEMENT

(7) #5 EW TOP & BOT

4. ELEVATIONS SHOWN ON THE STRUCTURAL DRAWINGS REFER TO '-" REFERENCE ELVATION WHICH IS TOP OF SLAB.



FOUNDATION PLAN

3/16" = 1'-0"

COORDINATE W/ ARCH DWG'S

(1) #5 CONT

VAPOR BARRIER AT INTERIOR SPACES

WELDED WIRE FABRIC

1/8" WIDE PREMOLDED
STRAP FLUCH w/ SURFACE

CONCRETE SLAB

VAPOR BARRIER AT

INTERIOR SPACES

1' - 0"

1/2" PREMOLDED FILLER

**ISOLATION JOINT (IJ)** 

**CONSTRUCTION JOINT (KJ)** 

**CONTROL JOINT (CJ)** 

CONTROL JOINTS AT 20'-0' OC (MAX). LAP WWF A MINIMUM OF 8".

**SLAB ON GRADE JOINT DETAILS** 

**SECTION**3/4" = 1'-0"

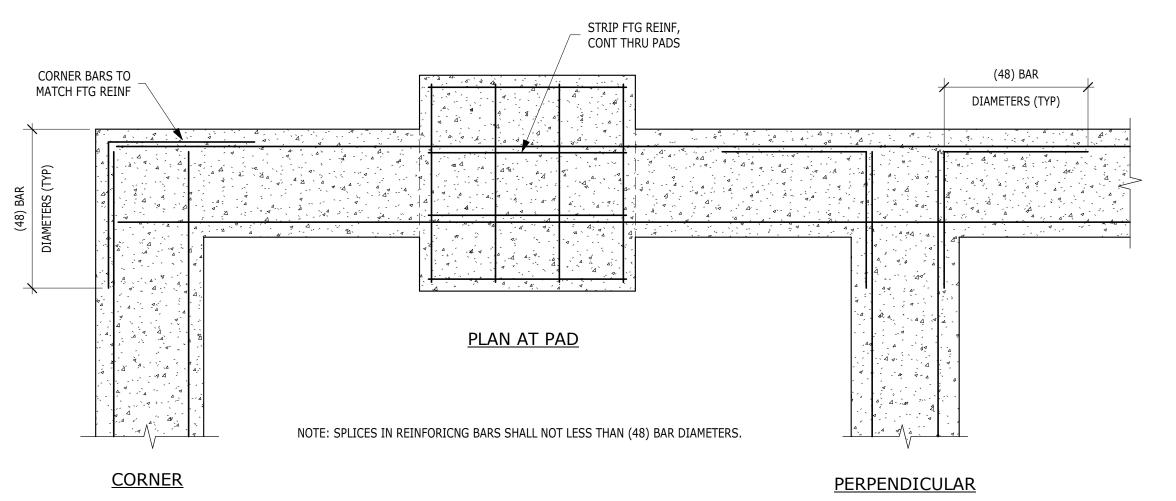
- FINISH GRADE

02/16/2024

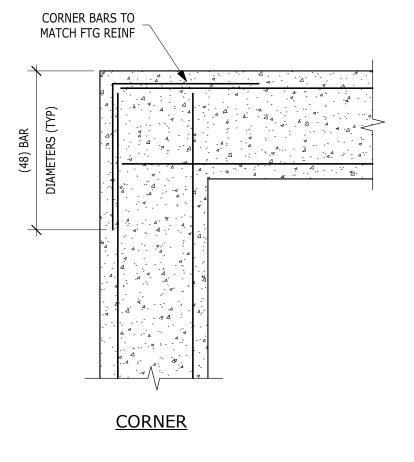
**S201** 

PROJECT NO. 23-324

EXTERIOR CLADDING - PRE-ENGINEERED METAL BUILDING COLUMN, BASE PLATE, & ANCHOR RODS DESIGNED BY OTHERS DESIGNED BY OTHERS 24"x24" CONC PIER -W/ (8) #6 VERT 1/2" PREMOLDED JOINT FILLER (2) #5 CONT -CONC SLAB - SEE PLAN FINISH GRADE -(3) #3 TIES AT TOP -VAPOR BARRIER SEE ARCH REBARS -SEE SCHEDULE SEE SCHEDULE (4) 5/8"Ø ASTM F1554 GR.55 ANCHOR BOLTS W/PL 3/8"X3X3 WASHERS W/DOUBLE NUTS @BOT. 16"(MIN) EMBED INTO FOOTING. COORDINATE PLACEMENT W/METAL BUILDING SUPPLIER.

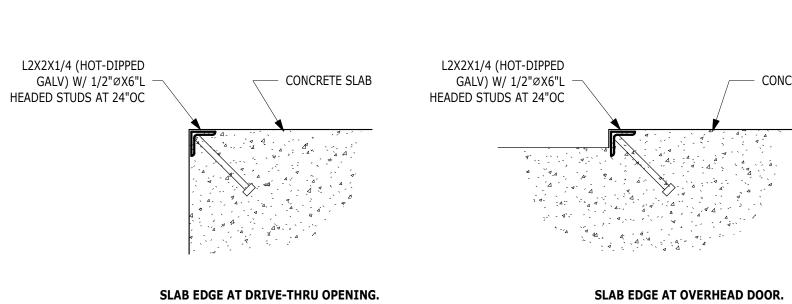


#### TYP FOOTING INTERSECTION PLAN DETAIL



NOTE: SPLICES IN REINFORICNG BARS SHALL NOT LESS THAN (48) BAR DIAMETERS.

#### TYPICAL THICKENED EDGE CORNER DETAIL



#4X4'-0" HOOKED BARS @ 24" OC -

PER PLAN

COLUMN, —— WALL OR PIER

KEYED JOINT (AT SLAB MID-DEPTH) PAINT w/ CURING COMPOUND AS BOND BREAK BEFORE ADJACENT

SLAB IS PLACED

T/5 (1" MIN) DEEP SAW SAME DAY AS POUR)

FILL w/ JOINT SEALER

SLAB ON GRADE

VAPOR BARRIER SEE ARCH.

**CORNER ARMOR SECTION** 

#### COORD. W/ARCH. DWGS SLAB EDGE DETAILS (OPTIONAL) 1 1/2" = 1'-0"

				LD STRUC	TURAL
				FORT MYERS, FLORID	DA 33901
0	03/29/24	100% CI	D	www.lbengineer.com info	o@lbengineer.com
REV#	DATE	DESCRIPTION	N	PROJECT NO	23-324
Y CONVEY, O	R FOR PROBLEM OMISSIONS, INC	S WHICH ARISE I	FROM OTHER AMBIGUITIES	S FAILURE TO OBTAIN AND/OR FOL OR CONFLICTS WHICH ARE ALLEGE	LOW THE DESIGN ED LIEBL & BARRO
	ALL RESPON Y CONVEY, O ANY ERRORS, ER OR CHARG	REV# DATE  ALL RESPONSIBILITY AND LIA CY CONVEY, OR FOR PROBLEM ANY ERRORS, OMISSIONS, INC	REV# DATE DESCRIPTION  ALL RESPONSIBILITY AND LIABILITY FOR PRO EY CONVEY, OR FOR PROBLEMS WHICH ARISE ANY ERRORS, OMISSIONS, INCONSISTENCIES, ER OR CHARGE OF, NOR BE RESPONSIBLE FOR	REV # DATE DESCRIPTION  ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ALY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM OTHER ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES ER OR CHARGE OF, NOR BE RESPONSIBLE FOR, THE CONST	0 03/29/24 100% CD

**CORNER ARMOR SECTION** 

#### STRUCTURAL CALCULATIONS FOR:

Angel Monges

COMPANY:

Lee County Mosquito Control

JOB ADDRESS:

15191 Homestead Rd Lehigh Acres, FL 33971

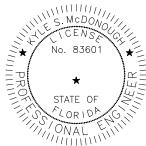
Job # QFOR93485880

(80' WIDE X 100' LONG BUILDING WITH 18.5' EAVE HEIGHT AND 3:12 ROOF PITCH)

#### **INDEX TO CALCULATIONS**

Governing Code -- 8th Ed. (2023) Florida Building Code (Load Combinations per 8th Ed. (2023) FBC Section 1605.3.1)

Sheet #	<u>Contents</u>
M1, M2	Design Parameters, Loadings
A1 - A7	Clearspan Frame Analysis & Design
A8	Frame Brace End Connections
B1	Lateral Force Resistance Analysis and Design
C1 - C3	Purlin, Girt, and Endwall Column Analysis and Design
C4	Opening Framing Design
F1, F2	Component Reaction Information
P1, P2	Roof & Wall Panel Information and Screw Capacities



This item has been electronically signed and sealed by Kyle S. McDonough using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Kyle McDonough Date: 2024.01.23 23:15:00

-05'00'

Distributor:

#### **Allied Steel Buildings**

Structural Engineering by:

#### Metal Building Engineering, LLC

Fountain Inn, SC 29644 engsupport@actbuildingsystems.com

#### **JOB INFORMATION:**

<u>JOB NAME:</u> Angel Monges - 402458 MAIN BUILDING FRAME WIDTH (ft.): 80.00 <u>JOB ADDRESS:</u> 15191 Homestead Rd OVERALL ENCLOSED BUILDING WIDTH (ft.): 80.00

Lehigh Acres, FL 33971

SVERALL ENCLOSED BUILDING WIDTH (it.): 00.00

BUILDING LENGTH (ft.): 100.00

JOB NUMBER: QFOR93485880 BUILDING FRAME EAVE HEIGHT (ft.): 18.50

BUILDING FRAME ROOF SLOPE (?/12): 3.00 Corner Wall Zones (ft): 16.00

Sidewall Interior Zone (ft): 68.00

#### **MATERIAL SPECIFICATIONS:**

**STRUCTURAL BOLTS: ASTM A307** 

METAL ROOF PANELS: ASTM A653, Grade 80 (Fy = 80,000 psi min.)

METAL WALL PANELS: ASTM A653, Grade 80 (Fy = 80,000 psi min.)

CEE AND ZEE COLD-FORMED STEEL: ASTM A1011, Grade 55 (Fy = 55,000 psi min.)

PROJECT PARAMETERS: D

RISK CATEGORY: II

GOVERNING CODES: -- 8th Ed. (2023) Florida Building Code (Load Combinations per 8th Ed. (2023) FBC Section 1605.3.1)

-- AISI S100 (North American Specification for the Design of Cold-Formed Steel Structural Members)

#### **VERTICAL LOADS:**

DEAD LOADS:	METAL ROOF PANEL:	1.0	psf
BLAB LOADO.	PURLINS:		•
		1.0	psf
	MISC.:	3.0	psf
	STEEL FRAMES:	1.0	psf
	TOTAL ROOF DEAD LOAD:	6.0	psf
	WALL DEAD LOAD:	3.0	psf
<b>ROOF LIVE LOADS:</b>			•
I	ROOF LIVE LOAD REDUCTION FACTORS (R1 x R2):	0.60	
	DESIGN LIVE LOAD FOR CLEARSPAN FRAMES:	12.0	psf
DESIGN	LIVE LOAD FOR PURLINS AND OTHER ELEMENTS:	20.0	psf
ROOF SNOW LOADS:	CALCULATED GROUND SNOW LOAD:	1.4	psf
	SNOW LOAD IMPORTANCE FACTOR, Is:	1.00	
	Ce, Exposure Factor:	1.00	
	Ct, Thermal Factor:	1.00	
	Cs, Slope Factor:	1.00	
	MIN, ROOF SNOW LOAD:	1.0	psf
	DESIGN SLOPED ROOF SNOW LOAD:	1.0	psf

#### LATERAL LOADS:

ATENAL LOADS.						
SEISMIC LOADS:		(Based on ASCE	7-16, Cha	pter 12,		
	using Site Class "D" and Risk Category "II")					
	'Short'	Period	1-sec.	Period		
	PERP. TO SIDEWALL (TRANSVERSE)	PERP. TO ENDWALL (LONGITUDINAL)		PERP. TO SIDEWALL	PERP. TO ENDWALL	
Ss:	0.048	0.048	S1:	0.024	0.024	
Fa:	1.600	1.600	Fv:	2.400	2.400	
$S_{MS} = (F_a \times S_s) =$	0.077	0.077	S <sub>M1</sub> =	0.058	0.058	
$S_{DS=}(2/3) \times S_{MS} =$	0.051	0.051	S <sub>D1</sub> =	0.038	0.038	
R =	3.0	3.0		3.0	3.0	
REDUNDANCY FACTOR, rho =	1.00	1.00		1.00	1.00	
SEISMIC IMPORTANCE FACTOR, le =	1.00	1.00		1.00	1.00	
Cs =	0.017	0.017		0.012	0.012	
Eh = Cs x W x rho=	0.017 W	0.017 W		0.012 W	0.012 W	
Eh (ASD) = Eh * .7 =	0.011 W	0.011 W		0.008 W	0.008 W	
W =TOTAL SEISMIC DESIGN DEAD LOAD (lbs.) =	62790	62790		62790	62790	
LATERAL SYSTEM SEISMIC SHEAR EFFECT, Eh (lbs.) =	691	691		502	502	
SEISMIC DESIGN CATEGORY (FOR BOTH PERIODS PER SEC. 1613.5.6.1):		A		,	4	
.8 x Ts =			(ASCE 11	,		
Ta (sec.) =	0.41	0.25	(ASCE 12	.8.2.1)		

#### WIND LOADS:

ULTIMATE WIND SPEED (mph) = 165

EXPOSURE = C

BUILDING ENCLOSURE TYPE: ENCLOSED

MEAN ROOF HEIGHT (ft.): 23.50

VELOCITY EXPOSURE COEFFICIENT, Kz = 0.930 WIND TOPOGRAPHICAL FACTOR, Kt = 1.000 WIND DIRECTIONALITY FACTOR, Kd = 0.850 GROUND ELEVATION FACTOR, Ke = 0.999

**ULTIMATE WIND PRESSURE (psf): 55.05** 

#### MAIN FORCE RESISTING SYSTEM (MFRS) DESIGN WIND PRESSURES (Perp. to Sidewall):

	ULTIMA			
	G * Cp ± Gcpi	PRESSURE (psf):		
Coefficient for Windward Wall Ballooning:	0.500	27.53	(pressure)	
Coefficient for Leeward Wall Ballooning:	-0.605	-33.31	(suction)	
Coefficient for Windward Roof Upward Ballooning:	-0.668	-36.75	(suction)	
Coefficient for Leeward Roof Upward Ballooning:	-0.578	-31.82	(suction)	
Coefficient for Windward Roof Downward Ballooning:	0.000	0.00		
Coefficient for Leeward Roof Downward Ballooning:	-0.578	-31.82	(suction)	
Coefficient for Windward Wall Deflation:	0.860	47.34	(pressure)	
Coefficient for Leeward Wall Deflation:	-0.245	-13.49	(suction)	
Coefficient for Windward Roof Upward Deflation:	-0.308	-16.93	(suction)	
Coefficient for Leeward Roof Upward Deflation:	-0.218	-12.00	(suction)	
Coefficient for Windward Roof Downward Deflation:	0.129	7.10	(pressure)	
Coefficient for Leeward Roof Downward Deflation:	-0.218	-12.00	(suction)	

ALLOWABLE STRESS LATERAL SYSTEM WIND FORCE PERP. TO SIDEWALLS, W (lbs.) = 38391

#### MAIN FORCE RESISTING SYSTEM (MFRS) DESIGN WIND PRESSURES (Perp. to Endwall):

Int. Zone Wall Pressure Horiz. Coefficient: 1.105
Int. Zone Endwall Ultimate Wind Pressure (psf): 60.83

ALLOWABLE STRESS LATERAL SYSTEM WIND FORCE PERP. TO ENDWALLS, W (lbs.) = 33096

#### **CLADDING AND COMPONENT ALLOWABLE STRESS DESIGN WIND PRESSURES:**

	GCp ± Gcpi	(FIELD)	Pressures (psf)		
Element	INWARD	OUTWARD	INWARD	OUTWARD	
Roof Purlins:	0.590	-1.678	19.47	55.44	
Sidewall Girts:	1.072	-1.172	35.39	38.70	
Endwall Girts:	1.074	-1.174	35.46	38.77	
Endwall Columns:	0.880	-0.980	29.07	32.37	

#### **CLEARSPAN FRAME ANALYSIS:**

Analysis & Design Software: ACT Dimensions version 2.26.3.3 by ACT Building Systems

Applicable Frame Numbers: 2-9
Overall Nominal Frame Width: 80' - 0"
Nominal Eave Height: 18' - 6"

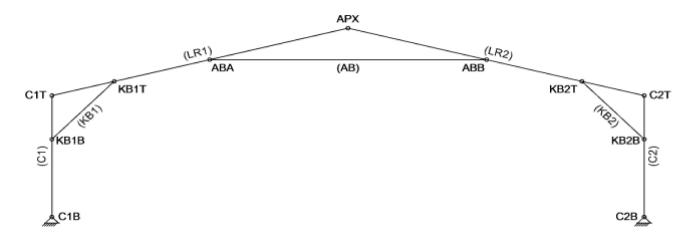
Roof Pitch: 3:12

Tributary Width: 11' - 1 5/16"

Design Roof Snow Load: 1.00 psf

Roof Live Load: 20.00 psf

Wind Speed AndAlso Exposure: 165 mph, C



X - JOINT LABEL (SEE RISA ANALYSIS NEXT PAGE)
(X) - MEMBER LABEL (SEE RISA ANALYSIS NEXT PAGE)

#### FRAME NODE AND MEMBER DIAGRAM

#### **Cold Formed Steel Properties**

	Label	E[psi]	G[psi]	Nu	Therm(/1E5 F)	Density[lb/ft^3]	Yield[psi]	Fu[psi]
1	CF_STL	29500000	11300000	0.3	0.65	490	55000	70000

#### **Joint Coordinates**

	Label	X[ft]	Y[ft]
1	C1B	1.500	0.000
2	C1T	1.500	17.330
3	C2B	78.504	0.000
4	C2T	78.504	17.330
5	APX	40.002	26.955
6	KB1B	1.500	11.101
7	KB1T	9.600	19.355
8	KB2B	78.504	11.101
9	KB2T	70.403	19.355
10	ABA	22.001	22.455
11	ABB	58.003	22.455

#### **Member Primary Data**

	Label	l Joint	J Joint	Shape	Type	DesignList	Material	DesignRules
1	C1	C1B	C1T	2-20in x 4in 10G CEE-BB	Beam	CS	CF_STL	Typical
2	C2	C2B	C2T	2-20in x 4in 10G CEE-BB	Beam	CS	CF_STL	Typical
3	KB1	KB1B	KB1T	2-8in x 4in 12G CEE-BB	Beam	CS	CF_STL	Typical
4	KB2	KB2B	KB2T	2-8in x 4in 12G CEE-BB	Beam	CS	CF_STL	Typical
5	AB	ABA	ABB	2-8in x 4in 12G CEE-BB	Beam	CS	CF_STL	Typical
6	LR1	C1T	APX	2-20in x 4in 10G CEE-BB	Beam	CS	CF_STL	Typical
7	LR2	C2T	APX	2-20in x 4in 10G CEE-BB	Beam	CS	CF_STL	Typical

#### **Member Advanced Data**

	Label	I Release	J Release	I Offset[ft]	J Offset[ft]	Physical
1	C1		PIN	0.000	0.000	Yes
2	C2		PIN	0.000	0.000	Yes
3	KB1	PIN	PIN	0.000	0.000	
4	KB2	P <b>I</b> N	PIN	0.000	0.000	
5	AB	PIN	PIN	0.000	0.000	
6	LR1		PIN	0.742	0.000	Yes
7	LR2		PIN	0.742	0.000	Yes

#### **Cold Formed Steel Design Parameters**

	Label	Shape	Length[ft]	Lb y-y [ft]	Lcomp top[ft]	Lcomp bottom[ft]	L-Torque [ft]	K-in
1	C1	2-20in x 4in 10G CEE-BB	17.330	3.700	7.400	3.700	3.700	8.0
2	C2	2-20in x 4in 10G CEE-BB	17.330	3.700	3.700	7.400	3.700	8.0
3	KB1	2-8in x 4in 12G CEE-BB	11.565	11.565	11.565	11.565	11.565	
4	KB2	2-8in x 4in 12G CEE-BB	11.565	11.565	11.565	11.565	11.565	
5	AB	2-8in x 4in 12G CEE-BB	36.002	36.002	36.002	36.002	36.002	
6	LR1	2-20in x 4in 10G CEE-BB	39.687	3.084	12.417	3.084	3.084	8.0
7	LR2	2-20in x 4in 10G CEE-BB	39.687	3.084	3.084	12.417	3.084	0.8

#### **Basic Load Cases**

	BLC Description	Category	Joint	Point	Distributed
1	Roof Dead	DL	0	0	2
2	Roof Snow	SL	0	0	2
3	Roof Live	RLL	0	0	2
4	Wall Dead	DL	0	0	0
5	Floor Dead	DL	0	0	0
6	Floor Live	LL	0	0	0
7	Wind To Right - Upward Balooning	OL1	0	0	6
8	Wind To Right - Upward Deflation	OL2	0	0	6
9	Wind To Right - Downward Balooning	OL3	0	0	4
10	Wind To Right - Downward Deflation	OL4	0	0	6
11	Wind To Left - Upward Balooning	OL5	0	0	6
12	Wind To Left - Upward Deflation	OL6	0	0	6
13	Wind To Left - Downward Balooning	OL7	0	0	4
14	Wind To Left - Downward Deflation	OL8	0	0	6
15	Earthquake+	None	0	0	4
16	Earthquake-	None	0	0	4

#### Member Distributor Loads (BLC 1 : Roof Dead)

	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	LR1	Υ	-66.667	-66.667	-0.000	39.687
2	LR2	Y	-66.667	-66.667	-0.000	39.687

#### Member Distributor Loads (BLC 2: Roof Snow)

	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	LR1	Υ	-10.779	-10.779	-0.000	39.687
2	LR2	Υ	-10.779	-10.779	-0.000	39.687

#### *Member Distributor Loads (BLC 3 : Roof Live)*

	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	LR1	Υ	-129.352	-129.352	-0.000	39.687
2	LR2	Y	-129.352	<b>-</b> 129.352	-0.000	39.687

#### Member Distributor Loads (BLC 7: Wind To Right - Upward Balooning)

	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	C1	Х	306.832	306.832	0.000	17.330
2	C2	Х	371.267	371.267	0.000	17.330
3	LR1	Х	-99.350	<b>-</b> 99.350	-0.000	39.687
4	LR1	Υ	397.401	397.401	-0.000	39.687
5	LR2	Х	86.022	86.022	-0.000	39.687
6	LR2	Υ	344.088	344.088	-0.000	39.687

#### Member Distributor Loads (BLC 8: Wind To Right - Upward Deflation)

	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	C1	Х	527.751	527.751	0.000	17.330
2	C2	X	150.348	150.348	0.000	17.330
3	LR1	Х	<b>-</b> 45.770	<b>-</b> 45.770	-0.000	39.687
4	LR1	Υ	183.078	183.078	-0.000	39.687
5	LR2	Х	32.441	32.441	-0.000	39.687
6	LR2	Y	129.765	129.765	-0.000	39.687

#### Member Distributor Loads (BLC 9: Wind To Right - Downward Balooning)

	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	C1	Х	306.832	306.832	0.000	17.330
2	C2	Х	371.267	371.267	0.000	17.330
3	LR2	Х	86.022	86.022	-0.000	39.687
4	LR2	Y	344.088	344.088	-0.000	39.687

#### Member Distributor Loads (BLC 10 : Wind To Right - Downward Deflation)

	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	C1	Х	527.751	527.751	0.000	17.330
2	C2	Х	150.348	150.348	0.000	17.330
3	LR1	Х	19.184	19.184	-0.000	39.687
4	LR1	Υ	<b>-</b> 76.737	<b>-</b> 76.737	-0.000	39.687
5	LR2	Х	32.441	32.441	-0.000	39.687
6	LR2	Y	129.765	129.765	-0.000	39.687

#### Member Distributor Loads (BLC 11: Wind To Left - Upward Balooning)

	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	C1	Х	-371.267	-371.267	0.000	17.330
2	C2	Х	-306.832	-306.832	0.000	17.330
3	LR1	Х	-86.022	<del>-</del> 86.022	-0.000	39.687
4	LR1	Υ	344.088	344.088	-0.000	39.687
5	LR2	Х	99.350	99.350	-0.000	39.687
6	LR2	Υ	397.401	397.401	-0.000	39.687

#### Member Distributor Loads (BLC 12: Wind To Left - Upward Deflation)

		_				
	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	C1	Х	-150.348	-150.348	0.000	17.330
2	C2	X	-527.751	-527.751	0.000	17.330
3	LR1	Х	-32.441	-32.441	-0.000	39.687
4	LR1	Y	129.765	129.765	-0.000	39.687
5	LR2	Х	45.770	45.770	-0.000	39.687
6	LR2	Y	183.078	183.078	-0.000	39.687

#### Member Distributor Loads (BLC 13: Wind To Left - Downward Balooning)

			•			
	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	C1	Х	-371.267	-371.267	0.000	17.330
2	C2	Х	-306.832	-306.832	0.000	17.330
3	LR1	Х	-86.022	-86.022	-0.000	39.687
4	LR1	Υ	344.088	344.088	-0.000	39.687

#### Member Distributor Loads (BLC 14: Wind To Left - Downward Deflation)

		•	•			
	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	C1	Х	-150.348	<b>-</b> 150.348	0.000	17.330
2	C2	X	-527.751	-527.751	0.000	17.330
3	LR1	Х	-32.441	-32.441	-0.000	39.687
4	LR1	Y	129.765	129.765	-0.000	39.687
5	LR2	Х	-19.184	-19.184	-0.000	39.687
6	LR2	Y	-76.737	<b>-</b> 76.737	-0.000	39.687

#### Member Distributor Loads (BLC 15 : Earthquake+)

	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	C1	Х	0.570	0.570	0.000	17.330
2	C2	Х	0.570	0.570	0.000	17.330
3	LR1	Х	1.140	1.140	-0.000	39.687
4	LR2	Х	1.140	1.140	-0.000	39.687

#### Member Distributor Loads (BLC 16 : Earthquake-)

	Member Label	Direction	Start Mag[lb/ft]	End Mag[lb/ft]	Start Loc[ft/%]	End Loc[ft/%]
1	C1	Х	-0.570	-0.570	0.000	17.330
2	C2	Х	-0.570	-0.570	0.000	17.330
3	LR1	Х	-1.140	-1.140	-0.000	39.687
4	LR2	Х	-1.140	-1.140	-0.000	39.687

#### **Load Combinations**

	Description	PDelta	SRSS	BLC	Factor	BLC	Factor	BLC	Factor	BLC	Factor
1	DL ONLY			DL	1						
2	FLL ONLY			LL	1						
3	IBC 16-9			DL	1	LL	1				
4	IBC 16-10 (a)			DL	1	RLL	1				
5	IBC 16-10 (b)			DL	1	SL	1				
6	IBC 16-11 (a)			DL	1	LL	0.75	RLL	0.75		
7	IBC 16-11 (b)			DL	1	LL	0.75	SL	0.75		
8	IBC 16-12 (a) 1			DL	1	OL1	0.6				
9	IBC 16-12 (a) 2			DL	1	OL2	0.6				
10	IBC 16-12 (a) 3			DL	1	OL3	0.6				
11	IBC 16-12 (a) 4			DL	1	OL4	0.6				
12	IBC 16-12 (a) 5			DL	1	OL5	0.6				
13	IBC 16-12 (a) 6			DL	1	OL6	0.6				
14	IBC 16-12 (a) 7			DL	1	OL7	0.6				
15	IBC 16-12 (a) 8			DL	1	OL8	0.6				
16	IBC 16-12 (b) 1			DL	1	15	0.7				
17	IBC 16-12 (b) 2			DL	1	16	0.7				
18	IBC 16-13 (a) 1			DL	1	LL	0.75	RLL	0.75	OL1	0.45
19	IBC 16-13 (a) 2			DL	1	LL	0.75	RLL	0.75	OL2	0.45
20	IBC 16-13 (a) 3			DL	1	LL	0.75	RLL	0.75	OL3	0.45
21	IBC 16-13 (a) 4			DL	1	LL	0.75	RLL	0.75	OL4	0.45
22	IBC 16-13 (a) 5			DL	1	LL	0.75	RLL	0.75	OL5	0.45
23	IBC 16-13 (a) 6			DL	1	LL	0.75	RLL	0.75	OL6	0.45
24	IBC 16-13 (a) 7			DL	1	LL	0.75	RLL	0.75	OL7	0.45
25	IBC 16-13 (a) 8			DL	1	LL	0.75	RLL	0.75	OL8	0.45
26	IBC 16-13 (b) 1			DL	1	LL	0.75	SL	0.75	OL1	0.45
27	IBC 16-13 (b) 2			DL	1	LL	0.75	SL	0.75	OL2	0.45
28	IBC 16-13 (b) 3			DL	1	LL	0.75	SL	0.75	OL3	0.45
29	IBC 16-13 (b) 4			DL	1	LL	0.75	SL	0.75	OL4	0.45
30	IBC 16-13 (b) 5			DL	1	LL	0.75	SL	0.75	OL5	0.45
31	IBC 16-13 (b) 6			DL	1	LL	0.75	SL	0.75	OL6	0.45
32	IBC 16-13 (b) 7			DL	1	LL	0.75	SL	0.75	OL7	0.45
33	IBC 16-13 (b) 8			DL	1	LL	0.75	SL	0.75	OL8	0.45
34	IBC 16-14 (a) 1			DL	1	LL	0.75	SL	0.75	15	0.525
35	IBC 16-14 (a) 2			DL	1	LL	0.75	SL	0.75	16	0.525
36	IBC 16-15 (a) 1			DL	0.6	OL1	0.6				
37	IBC 16-15 (a) 2			DL	0.6	OL2	0.6				

#### **Load Combinations (continued)**

	Description	PDelta	SRSS	BLC	Factor	BLC	Factor	BLC	Factor	BLC	Factor
38	IBC 16-15 (a) 3			DL	0.6	OL3	0.6				
39	IBC 16-15 (a) 4			DL	0.6	OL4	0.6				
40	IBC 16-15 (a) 5			DL	0.6	OL5	0.6				
41	IBC 16-15 (a) 6			DL	0.6	OL6	0.6				
42	IBC 16-15 (a) 7			DL	0.6	OL7	0.6				
43	IBC 16-15 (a) 8			DL	0.6	OL8	0.6				
44	IBC 16-16 (a) 1			DL	0.6	15	0.7				
45	IBC 16-16 (a) 2			DL	0.6	16	0.7				

#### **Envelope Joint Reactions**

	Joint		X[lb]	LC	Y[lb]	LC	Moment[ft-lb]	LC
1	C1B	max	5574	25	7634	4	0	8
2	C1B	min	<del>-</del> 7084	36	-8114	36	-0	42
3	C2B	max	7084	40	7634	4	0	12
4	C2B	min	<b>-</b> 5574	21	-8114	40	-0	39
5	Total	max	9060	42	15267	4	0	12
6	Total	min	<b>-</b> 9060	10	-14210	36	-0	39

#### **Envelope Member Section Forces**

	Member	Sec		Axial[lb]	LC	Shear[lb]	LC	Moment[ft-lb]	LC
1	C1	1	max	7634	4	5574	25	0	8
2		1	min	<b>-</b> 8114	36	<b>-</b> 7084	36	<b>-</b> 0	42
3	C1	2	max	33136	10	18964	36	276619	36
4		2	min	-40907	42	-16262	25	-233564	25
5	C2	1	max	7634	4	7084	40	0	12
6		1	min	<b>-</b> 8114	40	-5574	21	<b>-</b> 0	39
7	C2	2	max	33136	14	16262	21	276619	40
8		2	min	<b>-</b> 40907	38	-18964	40	-233564	21
9	KB1	1	max	19812	25	0	10	0	1
10		1	min	<b>-</b> 21802	36	-0	42	0	1
11	KB1	2	max	39624	25	0	10	0	42
12		2	min	<b>-</b> 43603	36	-0	42	<b>-</b> 0	10
13	KB2	1	max	19812	21	0	38	0	1
14		1	min	<b>-</b> 21802	40	-0	14	0	1
15	KB2	2	max	39624	21	0	38	0	14
16		2	min	<b>-</b> 43603	40	-0	14	<b>-</b> 0	38
17	AB	1	max	5079	40	0	42	0	1
18		1	min	<b>-</b> 7598	4	-0	10	0	1
19	AB	2	max	10158	40	0	42	0	10
20		2	min	-15196	4	-0	10	-0	42
21	LR1	1	max	12843	36	6202	14	0	39
22		1	min	-11196	25	-7279	38	-0	15
23	LR1	2	max	50528	21	18408	14	404231	38
24		2	min	-55283	40	-20772	38	-405647	14
25	LR2	1	max	12843	40	7279	42	0	43
26		1	min	-11196	21	-6202	10	<b>-</b> 0	10
27	LR2	2	max	50528	25	20772	42	404231	42
28		2	min	-55283	36	-18408	10	-405647	10

#### AISI S100-16: ASD Cold Formed Steel Code Checks

	Member	Shape	H1.2-1 Check	Loc[ft]	LC	H2-1 Check	Loc[ft]	LC
1	C1	2-20in x 4in 10G CEE-BB	0.99	11.100	4	0.89	11.100	4
2	C2	2-20in x 4in 10G CEE-BB	0.99	11.100	4	0.89	11.100	4
3	KB1	2-8in x 4in 12G CEE-BB	0.63	11.564	1	0.00	11.564	$\prod$
4	KB2	2-8in x 4in 12G CEE-BB	0.63	11.564	1	0.00	11.564	1
5	AB	2-8in x 4in 12G CEE-BB	0.89	36.000	1	0.00	36.000	$\prod$
6	LR1	2-20in x 4in 10G CEE-BB	0.96	8.349	4	0.75	8.349	4
7	LR2	2-20in x 4in 10G CEE-BB	0.96	8.349	4	0.75	8.349	4

#### AISI S100-16: ASD Cold Formed Steel Allowable Member Load

	Member	Shape	Pn/Om[lb]	Tn/Om[lb]	Mn/Om[lb-ft]	Cb	Cm
1	C1	2-20in x 4in 10G CEE-BB	70709	237783	75688	1	1
2	C2	2-20in x 4in 10G CEE-BB	70709	237783	75688	1	1
3	KB1	2-8in x 4in 12G CEE-BB	31279	108685	16625	1	1
4	KB2	2-8in x 4in 12G CEE-BB	31279	108685	16625	1	1
5	AB	2-8in x 4in 12G CEE-BB	5731	108685	2942	1	1
6	LR1	2-20in x 4in 10G CEE-BB	63177	237783	75688	1	1
7	LR2	2-20in x 4in 10G CEE-BB	63177	237783	75688	1	1

#### FRAME BRACE END SCREW CONNECTION DESIGN

Brace results apply at Frames 2-9

Gable Frame Columns: Double 20in x 4in 10G CEE Gable Frame Rafters: Double 20in x 4in 10G CEE Gable Frame Typ. Knee Braces: Double 8in x 4in 12G CEE

Gable Frame Apex Braces: Double 8in x 4in 12G CEE

Knee Brace Vert. Intersection Dimension per Detail A/2 (ft.): 11' - 5 5/8" Knee Brace Horiz. Intersection Dimension per Detail A/2 (ft.): 6' - 9 1/4" Apex Brace Horiz. Intersection Dimension per Detail B/2 (ft.): 15' - 7 1/4"

> Screw Size: #14 Ultimate Single Shear Screw Strength (lbs.): 2450  $\Omega = 2.5$

> > R3d (group effect

		, a (g. oap o		
	n Screws	factor)	V single screw (lbs.)	P (design allowable, lbs.)
Knee Brace	21	0.64	520	10927
Apex Brace	7	0.71	581	4069
	MAX. KNEE BRACE FORCE (lbs.):	10901	(INSTALL (21) #14 S OF EACH KNEE BRA	CREWS AT EACH END
	MAX. APEX BRACE FORCE (lbs.):	3799	(INSTALL (7) #14 SC EACH APEX BRACE	REWS AT EACH END OF )

#### FRAME BRACE END ALTERNATE BOLT CONNECTION DESIGN

NOTATIONS Fu = Tensile strength of connected part (psi) Fy = Yield strength of connected part (psi) db = Nominal bolt diameter (in.)

g1 = Nominal gauge of thinnest connected part (in.) t1 = Thickness of thinnest connected part (in.) Pn = Nominal bearing strength per bolt (lbs.)

ALLOWABLE SHEAR BASED ON CONNECTED MATERIALS:

Fu (psi) = 70000db = 0.625Fy (psi) = 55000g1 = 12t1 = 0.105d/t = 5.95C = 3.00

Pn = 13781

Allowable shear based on connected material bearing (lbs.): 5600

Bolt Grade: A307

Allowable shear based on A307 bolt in shear (lbs.): 4142

Allowable Shear on Each Bolt (lbs.): 4142

(USE MIN. (3) 5/8" DIAM. A307 BOLTS AT EACH \* MAX. KNEE BRACE FORCE (lbs.): 10901

END OF EACH KNEE BRACE)

(USE MIN. (2) 5/8" DIAM. A307 BOLTS AT EACH \* MAX. APEX BRACE FORCE (lbs.): 3799

END OF EACH APEX BRACE)

#### LATERAL FORCE RESISTANCE X-BRACING AND DIAPHRAGM ANALYSIS

Reports verifying diaphragm capacity available upon request.

JENDWALL ALV BRACING TOTAL CHEAR FORCE ACR				
'ENDWALL A' X-BRACING TOTAL SHEAR FORCE, ASD, LBS.:	2946	(X-BRACING U	JSED TO RES	IST LOAD)
BAY#	1	5		
X-BRACING WIDTH (ft.):	7.67	7.67		
HEIGHT (ft.):	18.59	18.59		
SHEAR FORCE, ASD (lbs.):	1473	1473		
BASE UPLIFT TENSION, ASD (lbs.):	3572	3572		
X-BRACING TENSION, ASD (lbs.):	3864	3864		
STRAP SIZE:	(1) 2" x 14o	ga. strap		
'ENDWALL B' X-BRACING TOTAL SHEAR FORCE,				
ASD, LBS.:	2946	(X-BRACING U	JSED TO RES	IST LOAD)
BAY #	1	5		
X-BRACING WIDTH (ft.):	7.67	7.67		
HEIGHT (ft.):	18.59	18.59		
SHEAR FORCE, ASD (lbs.):	1473	1473		
BASE UPLIFT TENSION, ASD (lbs.):	3572	3572		
X-BRACING TENSION, ASD (lbs.):	3864	3864		
STRAP SIZE:	(1) 2" x 14g			
	(1) = 11 1	3		
'SIDEWALL A' X-BRACING TOTAL SHEAR FORCE,	16548	(X-BRACING U	JSED TO RES	IST LOAD)
ASD, LBS.: BAY#	3	4	6	7
X-BRACING WIDTH (ft.):	ა 11.11	11.11	11.11	, 11.11
HEIGHT (ft.):	18.44	18.44	18.44	18.44
SHEAR FORCE, ASD (lbs.):	4137	4137	4137	4137
BASE UPLIFT TENSION, ASD (lbs.):	6865	6865	6865	6865
X-BRACING TENSION, ASD (lbs.):	8015	8015	8015	8015
STRAP SIZE:			0013	0013
STRAF SIZE.	(2) 2 \ 14(	ga. strap		
'SIDEWALL B' X-BRACING TOTAL SHEAR FORCE,	16548	(X-BRACING U	JSED TO RES	IST LOAD)
ASD, LBS.:		`		,
BAY#	3	4	6	7
X-BRACING WIDTH (ft.):	11.11	11.11	11.11	11.11
HEIGHT (ft.):	18.44	18.44	18.44	18.44
SHEAR FORCE, ASD (lbs.):	4137	4137	4137	4137
BASE UPLIFT TENSION, ASD (lbs.):	6865	6865	6865	6865
X-BRACING TENSION, ASD (lbs.):	8015	8015	8015	8015
STRAP SIZE:	(2) 2" x 14(	ga. strap		
'ROOF' TOTAL SHEAR FORCE, ASD, LBS.:	14603	(SHEETING D	IAPHRAGM AG	CTION USED
		TO RESIST LO	DAD)	
PANEL #:	1			
PANEL WIDTH (ft.):	100.00			
PANEL WIDTH RELATIVE STIFFNESS:	10000			
HEIGHT (ft.):	41.23			
MAX. PANEL SHEAR FORCE, ASD (lbs.):	14603			
PANEL SHEAR, ASD (plf):	146			
ALLOWABLE PANEL SHEAR, ASD (plf):	189			
	OK			

6021

REACTION AT PANEL END, ASD:

# ROOF PURLIN DESIGN

NOOF FUNEIN DESIGN	
MEMBER SIZE USED> 8in x 2.4/2.6in 12G ZEE	3in x 2.4/2.6in 12G ZEE
	BPAS
	77∀
SPAN (ft.):	10.78
DOWNWARD LOAD TRIB. WIDTH (#.):	3.08
DOWNWARD DISTRIBUTED LOAD (lbs./ft.):	75
UPWARD LOAD TRIB. WIDTH (ft.):	3.08
UPWARD DISTRIBUTED LOAD (lbs./ft.):	165
DESIGN DOWNWARD BENDING MOMENT, Mu (ftlbs.):	1813
DESIGN DOWNWARD END SHEAR (lbs.):	403
DESIGN UPWARD BENDING MOMENT, Mu (ftlbs.):	5478
DESIGN UPWARD END SHEAR (lbs.):	1371
PURLIN BRACING LOCATIONS:	
INSIDE FLANGE UNBRACED LENGTH (FT.):	10.28
(Mn values from NASPEC Section C3.1)>	
+Mn allow (ftlbs.):	13209
-Mn allow (ftlbs.):	6178
	OK
DOWNWARD DEFLECTION (in.):	0.05
	(> L/1000)
UPWARD DEFLECTION (in.):	0.12
	(> L/1000)
	8in x 3.5in 14G Eave Strut Typ. OK

# WALL GIRT DESIGN

	SIDEWALL 'A' AND 'B' GIRT DESIGN
MEMBER SIZE USED> 8in x 2.4/2.6in 12G ZEE	8in x 2.4/2.6in 12G ZEE *
	SYA
	8 717₩
BAY WIDTH (ft.):	11.11
MAX. GIRT SPAN (ft.):	11.11
TRIB, WIDTH (ft.):	3.70
INWARD DISTRIBUTED LOAD (lbs./ft.):	131
OUTWARD DISTRIBUTED LOAD (lbs./ft.):	143
DESIGN INWARD BENDING MOMENT, Mu (ftlbs.):	3841
DESIGN INWARD END SHEAR (lbs.):	837
DESIGN OUTWARD BENDING MOMENT, Mu (ftlbs.):	4010
DESIGN OUTWARD END SHEAR (lbs.):	915
GIRT BRACING LOCATIONS:	:
INSIDE FLANGE UNBRACED LENGTH (FT.):	11.11
(Mn values from NASPEC Section C3.1)>	
+Mn allow (ftlbs.):	13209
-Mn allow (ftlbs.):	5382
	уо
INWARD DEFLECTION (in.): 0.11	0.11
	(> 1/1000)
OUTWARD DEFLECTION (in.): 0.12	0.12
	(>1/1000)

	11																				<u> </u>
	*																				
DESIGN		8 <b>#</b> Y <b>A</b> 8	79.7	7.67	2.00	7.1	78	1014	317	1108	346		l	7.67		13209	10716	ΟĶ	0.01	= (L/378) (> L/1000)	0.01
ENDWALL 'A' GIRT DESIGN		₽¥ \∀8	20.00	20.00	2.00	71	78	5923	200	6474	775	9	M/N	10.00		13209	6812	Š	0.63	= (L/378)	69.0
	111	8 <b>¥</b> ⊁ <b>∀</b> 8	20.00	20.00	2.00	71	78	5923	200	6474	775	9	M/N	10.00		13209	6812	Š	0.63	= (L/378)	69.0
	6in 12G ZEI	S# YA8	20.00	20.00	2.00	71	78	5923	402	6474	775	9	M/S	10.00		13209	6812	Ą	0.63	= (L/378)	69.0
	8in x 2.4/2.	ι# ΥΑ8	79.7	79.7	2.00	71	78	1014	317	1108	346			79.7			10716	УО	0.01	(> L/1000)	0.01
	MEMBER SIZE USED> 8in x 2.4/2.6in 12G ZEE		BAY WIDTH (ft.):	MAX. GIRT SPAN (ft.):	*TRIB WIDTH (ft.):	INWARD DISTRIBUTED LOAD (lbs./ft.):	OUTWARD DISTRIBUTED LOAD (lbs./ft.):	DESIGN INWARD BENDING MOMENT, Mu (ftlbs.):	DESIGN INWARD END SHEAR (lbs.):	DESIGN OUTWARD BENDING MOMENT, Mu (ftlbs.):	DESIGN OUTWARD END SHEAR (lbs.):		GIKT BRACING LOCATIONS:	INSIDE FLANGE UNBRACED LENGTH (FT.):	(Mn values from NASPEC Section C3.1)>	+Mn allow (ftlbs.):	-Mn allow (ftlbs.):		INWARD DEFLECTION (in.):		OUTWARD DEFLECTION (in.):

	*										
DESIGN		B <b>V</b> A #2	7.67 7.67 2.00	71	1014 317	1108 346	79.7	13209 10716	Š	0.01 (> L/1000)	0.69 0.01 = (L/346) (> L/1000)
ENDWALL 'B' GIRT DESIGN		₽# YA8	20.00	71	5923 709	6474 775	M/S 10.00	13209	ð	0.63 = (L/378)	0.69 = (L/346)
ENDWAL		E# YA8	20.00	71	5923 709	6474 775	M/S 10.00	13209	ð	0.63 = (L/378)	0.69 = (L/346)
	3in 12G ZEF	S# YA8	20.00	71	5923 709	6474 775	M/S 10.00	13209	ð	0.63 = (L/378)	0.69 = (L/346)
	8in x 2.4/2.6in 12G ZEE	l# YA8	7.67 7.67 2.00	71	1014 317	1108 346	79'2	13209	ð	0.01 (> L/1000)	0.01 (> L/1000)

#### ENDWALL COLUMN DESIGN

LOCATION	ENDWALL IAT /	CET ENDWALL	1		
LOCATION:	ENDWALL 'A' (L	EFI ENDWALL	1		
COLUMN #:	1-2	2 <del>-</del> 3	3-4	3-4	
END BAY (Y/N?):	Υ	N	N	Υ	
DISTANCE FROM BLDG. CORNER:	10.00	30.00	50.00	70.00	
BAY WIDTH TO SIDE 1 (ft.):	10.00	20.00	20.00	20.00	
BAY WIDTH TO SIDE 2 (ft.):	20.00	20.00	20.00	10.00	
MAX. ENDWALL COLUMN HT. (ft.):	20.31	25.31	25.31	20.31	
MAX. TRIB. WIDTH (ft.):	14.25	20.00	20.00	14.25	
MAX. DISTRIBUTED LOAD (plf): L	461	647	647	461	
X DESIGN MOMENT, with $\Omega f = 1.67$ (ftlbs.):	39730	86592	86592	39730	
V horiz. (lbs.):	4685	8194	8194	4685	
# OF #14 TOP END CONN. SCREWS:	14	23	23	14	
COMPOSITE DESIGN (Y/N)?	N	N	N	N	
ENDWALL COLUMN MEMBER >					
ENDWALL COLUMN MEMBER>			Dbl. 18in x 4in 10G		
	CEE	CEE	CEE	CEE	
	CEE	CEE		CEE	
DESIGN SECTION> FLYBRACING ELEV. (ft.):	CEE 18in x 4in 10G CEE 8.00	CEE 18in x 4in 10G CEE 8.00	CEE 18in x 4in 10G CEE 8.00	CEE 18in x 4in 10G CEE 8.00	
DESIGN SECTION> FLYBRACING ELEV. (ft.): INSIDE FLANGE UNBRACED LENGTH (FT.):	CEE 18in x 4in 10G CEE	CEE 18in x 4in 10G CEE	CEE 18in x 4in 10G CEE	CEE 18in x 4in 10G CEE	
DESIGN SECTION> FLYBRACING ELEV. (ft.): INSIDE FLANGE UNBRACED LENGTH (FT.): (Mn values from NASPEC Section C3.1)>	CEE 18in x 4in 10G CEE 8.00 8.00	CEE 18in x 4in 10G CEE 8.00 8.00	CEE  18in x 4in 10G CEE  8.00  8.00	CEE 18in x 4in 10G CEE 8.00 8.00	
DESIGN SECTION> FLYBRACING ELEV. (ft.): INSIDE FLANGE UNBRACED LENGTH (FT.): (Mn values from NASPEC Section C3.1)> +Mn allow =	CEE 18in x 4in 10G CEE 8.00 8.00 123314	CEE  18in x 4in 10G CEE  8.00  8.00  123314	CEE  18in x 4in 10G CEE  8.00  8.00  123314	CEE  18in x 4in 10G CEE  8.00  8.00  123314	
DESIGN SECTION> FLYBRACING ELEV. (ft.): INSIDE FLANGE UNBRACED LENGTH (FT.): (Mn values from NASPEC Section C3.1)>	CEE 18in x 4in 10G CEE 8.00 8.00 123314 108537	CEE  18in x 4in 10G CEE  8.00  8.00  123314 108537	CEE  18in x 4in 10G CEE  8.00  8.00  123314  108537	CEE  18in x 4in 10G CEE  8.00  8.00  123314 108537	
DESIGN SECTION>  FLYBRACING ELEV. (ft.):  INSIDE FLANGE UNBRACED LENGTH (FT.):  (Mn values from NASPEC Section C3.1)>  +Mn allow =  -Mn allow =	CEE 18in x 4in 10G CEE 8.00 8.00 123314 108537 OK	CEE  18in x 4in 10G CEE  8.00  8.00  123314 108537 OK	CEE  8.00 8.00 123314 108537 OK	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK	
DESIGN SECTION> FLYBRACING ELEV. (ft.): INSIDE FLANGE UNBRACED LENGTH (FT.): (Mn values from NASPEC Section C3.1)> +Mn allow = -Mn allow = DEFLECTION:	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.19	CEE  18in x 4in 10G CEE  8.00  8.00  123314  108537  OK  0.65	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.19	
DESIGN SECTION> FLYBRACING ELEV. (ft.): INSIDE FLANGE UNBRACED LENGTH (FT.): (Mn values from NASPEC Section C3.1)> +Mn allow = -Mn allow =	CEE  18in x 4in 10G CEE  8.00  8.00  123314  108537  OK  0.19 (> L/1000)	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65 L/468	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65 L/468	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.19 (> L/1000)	
DESIGN SECTION> FLYBRACING ELEV. (ft.): INSIDE FLANGE UNBRACED LENGTH (FT.): (Mn values from NASPEC Section C3.1)> +Mn allow = -Mn allow = DEFLECTION:	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.19	CEE  18in x 4in 10G CEE  8.00  8.00  123314  108537  OK  0.65	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.19	
DESIGN SECTION> FLYBRACING ELEV. (ft.): INSIDE FLANGE UNBRACED LENGTH (FT.): (Mn values from NASPEC Section C3.1)> +Mn allow = -Mn allow = DEFLECTION:	CEE  18in x 4in 10G CEE  8.00  8.00  123314  108537  OK  0.19 (> L/1000)	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65 L/468	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65 L/468	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.19 (> L/1000)	
DESIGN SECTION> FLYBRACING ELEV. (ft.): INSIDE FLANGE UNBRACED LENGTH (FT.): (Mn values from NASPEC Section C3.1)> +Mn allow = -Mn allow = DEFLECTION:	CEE  18in x 4in 10G CEE  8.00  8.00  123314  108537  OK  0.19 (> L/1000)	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65 L/468	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65 L/468	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.19 (> L/1000)	
DESIGN SECTION> FLYBRACING ELEV. (ft.): INSIDE FLANGE UNBRACED LENGTH (FT.): (Mn values from NASPEC Section C3.1)> +Mn allow = -Mn allow = DEFLECTION:	CEE  18in x 4in 10G CEE  8.00  8.00  123314  108537  OK  0.19 (> L/1000)	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65 L/468	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65 L/468	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.19 (> L/1000)	
DESIGN SECTION> FLYBRACING ELEV. (ft.): INSIDE FLANGE UNBRACED LENGTH (FT.): (Mn values from NASPEC Section C3.1)> +Mn allow = -Mn allow = DEFLECTION:	CEE  18in x 4in 10G CEE  8.00  8.00  123314  108537  OK  0.19 (> L/1000)	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65 L/468	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.65 L/468	CEE  18in x 4in 10G CEE  8.00 8.00  123314 108537 OK 0.19 (> L/1000)	

LOCATION:	ENDWALL 'B' (F	RIGHT ENDWALI	L)		
COLUMN #:	1-2	2-3	3-4	3-4	
END BAY (Y/N?):	Y	N	N	Υ	
DISTANCE FROM BLDG. CORNER:	10.00	30.00	50.00	70.00	
BAY WIDTH TO SIDE 1 (ft.):	10.00	20.00	20.00	20.00	
BAY WIDTH TO SIDE 2 (ft.):	20.00	20.00	20.00	10.00	
MAX. ENDWALL COLUMN HT. (ft.):	20.31	25.31	25.31	20.31	
MAX. TRIB. WIDTH (ft.):	14.25	20.00	20.00	14.25	
MAX. DISTRIBUTED LOAD (plf):	461	647	647	461	
MAX DESIGN MOMENT, with $\Omega f = 1.67$ (ftlbs.):	39730	86592	86592	39730	
V horiz. (lbs.):	4685	8194	8194	4685	
# OF #14 TOP END CONN. SCREWS:	14	23	23	14	
COMPOSITE DESIGN (Y/N)?	N	N	N	N	
ENDWALL COLUMN MEMBER>  DESIGN SECTION>	CEE	CEE	Dbl. 18in x 4in 10G CEE 18in x 4in 10G CEE	CEE	
FLYDDAOING FLEW (6)	0.00	0.00	0.00	0.00	
FLYBRACING ELEV. (ft.):	8.00	8.00	8.00	8.00	
INSIDE FLANGE UNBRACED LENGTH (FT.):	8.00	8.00	8.00	8.00	
(Mn values from NASPEC Section C3.1)> +Mn allow = -Mn allow =	123314 108537 OK	123314 108537 OK	123314 108537 OK	123314 108537 OK	
DEFLECTION :	0.19	0.65	0.65	0.19	
DEFLECTION (L/?);	(> L/1000)	L/468	L/468	(> L/1000)	
DEI EESTISIV(E.).	ок ОК	ОК	ОК	<u>(- Е. 1666)</u> ОК	

# QFOR93485880 Monges - 402458 Calc Package

# <u>OPENING FRAMING DESIGN</u>

		_	_								
OPENING #	- ~	l ω <	-	9 ~ 0	-						
	δč	8 8	8	<b>5</b> 8 8	5						
явьсіие (ії.)	6.00	0.00	0.00	3.83	20.0						
ALLOWABLE MOMENT FOR HEADER GIRT (ftlbs.)	26304	26304	26304	13152	20101						
НЕАDER GIRT MEMBER ЗІИGLE OR DOUBLE)	DBL.	DBL.	DBL.	SGL.	SGE.						
ЯЗВИЗМ ТЯІВ ВЕА	8in x 2 4/2 6in 12G ZEE 8in x 2 4/2 6in 12G ZEE	8in x 2 4/2 6in 12G ZEE	8in x 2.4/2.6in 12G ZEE	8in x 2.4/2.6in 12G ZEE 8in x 2.4/2.6in 12G ZEE	VIII X 2.4/2.011 14.0 255						
HEADER GIRT MOMENT (ftlbs.)	18759	18759	18759	6956	0000						
(ft.)	20.00	20.00	20.00	11.11							
	δč	ž š	á á	ž š	5						
ALLOWABLE MOMENT FOR (ftlbs.)	16635	16635	16635	6678							
A38M3M 8MA(	8in x 4in 12G CEE 8in x 4in 12G CEE	8in x 4in 12G CEE	8in x 4in 12G CEE	8in x 2.89in 14G Channel	D						
العMB MOMENT (ftlbs.)	15333	15333	15333	3634	1000						
(.f) тнәізн амас иәігэс	16.00	16.00	16.00	11.10	2						
ОРЕИІИС НЕІСНТ (ft.)	14.00	14.00	14.00	7.00	00.7						
ореиіис WIDTH (ft.)	12.00	12.00	12.00	3.46	9						
MAX. DIST. FROM EDGE OF BAY TO OPENING C.L.	10.00	10.00	10.00	5.56	96.						
(.ft) HTGIW YAS	20.00	20.00	20.00	11.11							
DESIGN MIND PRESSURE (psf):	35.94	35.94	35.94	38.87	20.00						
# AA8	4 %	m =	5	2 2 6							
иоптароч	Endwall A Fodwall A	Endwall B	Endwall A	Sidewall B	Cidewall						
OPENING #	- 0	m =	r ω	9 / 0							

Opening Framing -- Page C4

#### ASD FOUNDATION REACTIONS BY LOAD COMBINATION FOR EACH COLUMN AT CLEARSPAN FRAME

Applies at frames 2-9, see page A1

LC' -- Load combinations as noted in frame calculation, per 'A' calc sheets.

ASD Foundation Reactions (positive is toward side B or upward, negative is toward side A or downward)

LC	C1B X [lb]	C1B Y [lb]	C2B X [lb]	C2B Y [lb]
1 1	1457	-2596	-1457	-2596
2	0	0	0	0
3	1457	-2596	-1457	-2596
4	4285	-7634	-4285	-7634
5	1693	-3016	-1693	-3016
6	3578	-6374	-3578	-6374
7	1634	-2911	-1634	-2911
8	<del>-</del> 6501	7076	-238	5058
9	-5054	2068	-1685	50
10	-5099	825	-3961	2022
11	<del>-</del> 4138	-2019	-4119	-1935
12	238	5058	6501	7076
13	1685	50	5054	2068
14	3961	2022	5099	825
15	4119	-1935	4138	-2019
16	1419	-2577	-1495	-2616
17	1495	-2616	-1419	-2577
18	-2391	880	-2664	-634
19	-1306	-2876	-3749	-4390
20	-1339	-3808	-5456	-2910
21	-618	-5941	-5574	-5878
22	2664	-634	2391	880
23	3749	-4390	1306	-2876
24	5456	-2910	1339	-3808
25	5574	-5878	618	-5941
26	-4335	4343	-720	2829
27	-3250	587	-1805	-927
28	-3283	-345	-3512	553
29	-2562	-2478	-3630	-2415
30	720	2829	4335	4343
31	1805	-927	3250	587
32	3512	553	3283	-345
33	3630	-2415	2562	-2478
34	1606	-2896	-1663	-2926
35	1663	-2926	-1606	-2896
36	<b>-</b> 7084	8114	345	6096
37	-5637	3106	-1102	1088
38	-5682	1864	-3378	3061
39	-4721	-980	-3536	-896
40	<b>-345</b>	6096	7084	8114
41	1102	1088	5637	3106
42	3378	3061	5682	1864
43	3536	-896	4721	-980
44	836	-1538	<b>-912</b>	-1577
45	912	-1577	-836	-1538

# MAX. FOUNDATION REACTIONS (ASD) FOR ALL LOAD COMBINATIONS AT NON-FRAME COMPONENTS:

DOWNWARD LOAD AT ENDWALL COLUMN	2639	lbs.
NET UPLIFT LOAD FROM ENDWALL COLUMN	6001	lbs.
MAX. HORIZ. LOAD AT ENDWALL COLUMN PERP. TO WALL	8194	lbs.
MAX. REACTIONS AT SIDEWALL X-BRACING COLUMNS:		
SIDEWALL X-BRACING COLUMN SHEAR LOAD PARALLEL TO SIDEWALL	4137	lbs.
SIDEWALL X-BRACING COLUMN UPLIFT	6640	lbs.
MAX. REACTIONS AT ENDWALL X-BRACING COLUMNS:		
ENDWALL X-BRACING COLUMN SHEAR LOAD PARALLEL TO ENDWALL	1473	lbs.
ENDWALL X-BRACING COLUMN UPLIFT	3222	lbs.

### **PBR Panel**

			SEC	TION PRO	PERTIES			
PANEL F, GAUGE (KSI)	L F. WEIGHT TOP FLAT IN COMPRESSION		BOTTOM FLAT IN COMPRESSION		PRESSION			
	(PSF)	1 <sub>x</sub> (in.4/fi.)	S <sub>x</sub> (in.4/ft.)	M <sub>s</sub> (in. Kip)	) <sub>4</sub> (in 4ft.)	S <sub>x</sub> (in.≅fl.)	M <sub>a</sub> (in. Kip)	
28	0.08	0.94	0.0423	0.0388	1.3928	0.0390	0.0437	1.5098

#### NOTES

- 1 All calculations for the properties of panels are calculated in accordance with the 1986 edition of Specifications for the Design of Light Gauge Cold Formed Steel Structural Members published by the American Iron and Steel Institutue (A.I.S.I.)
- 2. It is for deflection determination.
- Sk is for bending.
   Ma is allowable bending moment.
- 5. All values are for one foot of panel width

SPAN	LOAD	26 GAUGE (F <sub>V</sub> = 80 KSI)						
TYPE	TYPE	SPAN IN FEET						
		3.0	4.0	5.0	6.0	7.0	8.0	
SIMPLE	NEGATIVE WIND LOAD	155.0	87.2	55.8	38.8	28.5	21.8	
	LIVE LOAD/DEFLECTION	102.7	43.3	22.2	12.8	8.1	5.4	
2-SPAN	NEGATIVE WIND LOAD	137.6	77.4	49.5	34.4	25.3	19.3	
	LIVE LOAD/DEFLECTION	116.3	65.4	41.9	28.5	18.0	12.0	
3-SPAN	NEGATIVE WIND LOAD	172.0	96.7	61.9	43.0	31.6	24.2	
	LIVE LOAD/DEFLECTION	145.4	75.4	38.6	22.3	14.1	9.4	
4-SPAN	NEGATIVE WIND LOAD	160.6	90.3	57.8	40.1	29.5	22.6	
OR MORE	LIVE LOAD/DEFLECTION	135.7	76.3	41.0	23.7	14.9	10.0	

#### NOTES

- 1. Allowable loads are based on uniform span lengths and Fy of 80 KSI for 26 gauge
- LL is allowable live load.
   WL is allowable wind load and has been increased by 33.333%.
- 4. Deflection loads are limited by a maximum deflection ratio of L/240 of span or maximum bending stress to live
- 5. Visight of the panels has not been deducted from allowable loads.
   6. Load table values do not address web orippling requirements or connection of panel to substrate.
- 7. Minimum bearing length of 1.5" required.

#### **SCREW CONNECTION DESIGN**

ds = Nominal screw diameter (in.)

 $\Omega$  Omega = 3.0

Pns = Nominal shear stength per screw (lbs.)

Pnt = Nominal tension strength per screw (lbs.)

Pnot = Nominal pull-out strength per screw (lbs.)

Pnov = Nominal pull-over strength per screw (lbs.)

g1 = nominal gauge of member in contact with the screw head (in.)

t1 = Thickness of member in contact with the screw head (in.)

g2 = nominal gauge of member NOT in contact with the screw head (in.)

t2 = Thickness of member NOT in contact with the screw head (in.)

Fu1 = Tensile strength of member in contact with the screw head (lbs.)

Fu2 = Tensile strength of member NOT in contact with the screw head (lbs.)

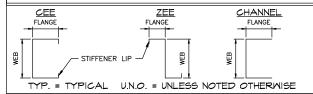
ROOF PAI	NEL (PBR-Panel	26G) WALL PANE	EL (PBR-Panel 2	26G)
g1 =	26	g1 =	26	
g2 =	12	g2 =	12	
t1 =	0.0179	t1 =	0.0179	
t2 =	0.1046	t2 =	0.1046	
Fu1 =	80000	Fu1 =	80000	
Fu2 =	67000	Fu2 =	67000	
Screw#=	12	Screw # =	12	
ds (in.) =	0.216	ds (in.) =	0.216	
ALLOWABLE SHEAR BASED ON CONNECTE	D MATERIALS:			
t2/t1 =	5.84	t2/t1 =	5.84	
Pns (eq. E4.3.1-4) =	835	Pns (eq. E4.3.1-4) =	835	
Allowable Shear per Screw ( $\Omega$ Omega = 3.0):	278	Allowable Shear per Screw =	278	
ALLOWABLE SHEAR BASED ON SCREW:				
Allowable Shear per Screw =	625	Allowable Shear per Screw =	625	
Design Shear per Screw =	278	Design Shear per Screw =	278	
ALLOWABLE TENSION BASED ON CONNEC	TED MATERIALS	S:		
Pullout Strength, Pnot (eq. E4.4.1.1) =	1287		1287	
Pullover Strength, Pnov (eq. E4.4.2.1) =	537		537	
Allowable Tension per Screw (lbs.) =	179		179	
- · · · · · · · · · · · · · · · · · · ·				

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1/22/2024

QFOR93485880

### COMPONENT DIAGRAM



#### WALL OPENING SCHEDULE

DOOR	MIDTH	HEIGHT	OPENING TYPE	HEADER GIRT	OPENING JAMBS
1-6	12'-0"	14'-0"	ROLL UP DOOR	DOUBLE	C8X4XI2
7-8	3'-51/2"	7'-0"	PERSONNEL DOOR	SINGLE	CHN8X 2.89X14

#### NOTES:

- I) JAMB MEMBERS SHOWN AS "CHN" ARE CHANNEL MEMBERS (WITHOUT STIFFENER LIPS) AND THOSE SHOWN AS "C" ARE CEE MEMBERS. FIRST NUMBER IS WEB DEPTH IN INCHES, SECOND NUMBER IS FLANGE WIDTH IN INCHES, AND THIRD NUMBER IS MATERIAL THICKNESS (GAUGE).
- 2) SEE DETAILS J/9 AND K/9 AND L/IO FOR OPENING FRAMING INFORMATION
- 3) SIZE OF HEADER GIRT MEMBER TO BE SAME AS SIDEWALL OR ENDWALL GIRT, AS APPROPRIATE, PER ELEVATIONS. AT WINDOWS, INSTALL HEADER GIRT SPECIFIED ABOVE AND BELOW WINDOWS, U.N.O.
- 4) ALL OPENINGS AND ACCESSORIES SHALL BE CAPABLE OF SUPPORTING ALL WIND PRESSURES PERPENDICULAR TO THE SURFACE (GENERATED BY WINDS AT THE SPEED AND EXPOSURE INDICATED ABOVE) BY SPANNING BETWEEN THE JAMBS.

IMPORTANT: IN ADDITION TO THESE ENGINEERING PLANS (WHICH ALWAYS TAKE PRECEDENCE), YOU SHOULD HAVE THE FOLLOWING FROM ACT BUILDING SYSTEMS:

- CONSTRUCTION PACKAGE
- INSTALLATION MANUALS
- CONSTRUCTION VIDEOS

PLEASE CONTACT YOUR SALES REP IF YOU HAVE NOT RECEIVED THESE PRIOR TO STARTING CONSTRUCTION.

### PROJECT DESIGN CRITERIA

ROOF DEAD LOAD: 3 psf ROOF COLLATERAL LOAD: 3 psf

GROUND SNOW LOAD: O psf Ct = 1.0

ROOF SNOW LOAD: I psf ROOF LIVE LOAD: 20 psf

WIND SPEED: 165 mph WIND EXPOSURE: C Ss: 0.048 Sds: 0.051

SI: 0024 Sdl: 0.039 SEISMIC DESIGN CATEGORY: A ('short' period) A ('I-sec' period) R transverse: 3.0 R lonaitudinal: 3.0

RISK CATEGORY: II WIND DESIGN OF LATERAL FORCE-RESISTING SYSTEMS IS BASED

ON THE DIRECTIONAL DESIGN PROCEDURE OF ASCE 7-22, CHAPTER

SEISMIC DESIGN OF LATERAL FORCE-RESISTING SYSTEMS ARE AS

-- TRANSVERSE: ORDINARY STEEL MOMENT FRAME (SEISMIC DESIGN IS BASED ON ASCE 07-22, SECTIONS 12.1 - 12.13) -- LONGITUDINAL: ORDINARY STEEL BRACED FRAME. (SEISMIC DESIGN IS PERFORMED USING THE SIMPLIFIED DESIGN PROCEDURE (ASCE 07-22, SECTION 12.14).

DESIGN BASE SHEAR: IS SHOWN ON CALCULATION SHEET M2.

### DEFLECTION LIMITS

PURLINS: L/150 (STD) GIRTS: L/90 (STD) EM WIND COLUMNS: L/120 (STD) WALL PANEL: L/60 (STD)

MILLIAM No. 83601 STATE OF CLORID!

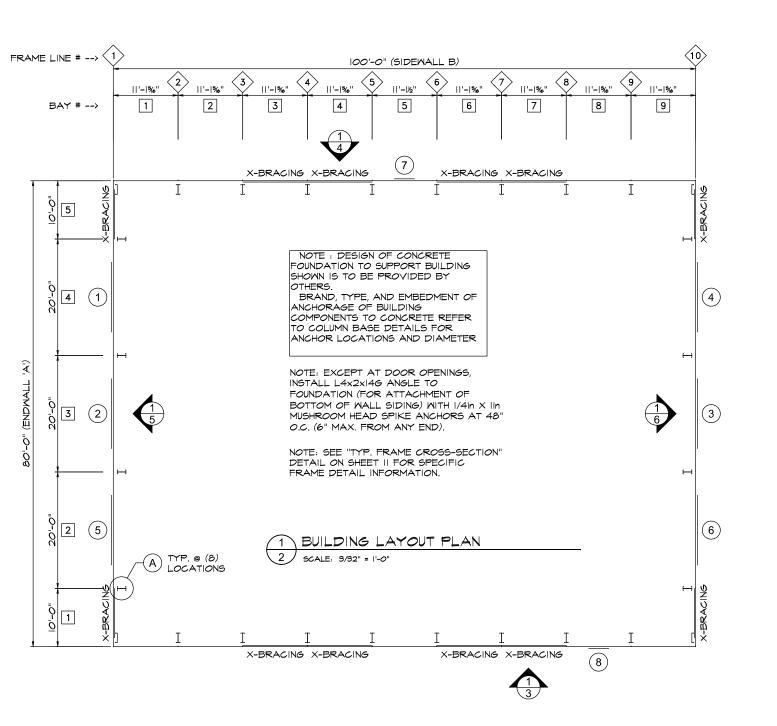
This item has been electronically signed and sealed by Kyle S. ≤Signature and date. Printed copies of this document are not and the signature must be verified on any electronic copies.

Digitally signed by signed and sealed by Kyle S.

McDonough using a Digital Kyle McDonough

Signature and date. Printed considered signed and sealed Date: 2024.01.22

16:48:00 -05'00'



# ) ||| ||| <u>\_</u> F Ш $\Box$ QFOUNDATI

S

EDETAIL C/8 FOR TOP FOR BASE CONNECTION) ENDWALL COLUMN (SEE CONNECTION AND 61/9 F (4)

ACTBUILDING SYSTEMS®

Structural Engineering by:

Metal Building Engineering, LLC
Fountain Inn, SC 29644
engsupport@acbuildingsystems.com

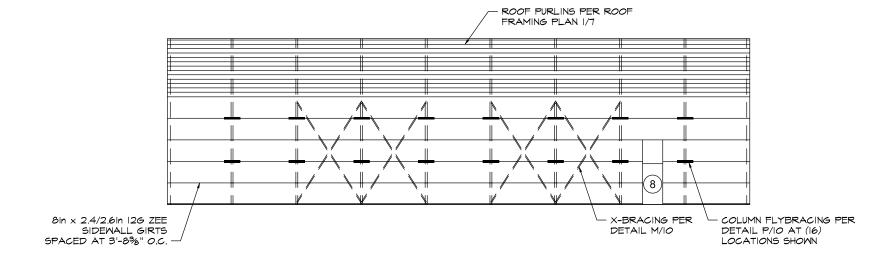
CLIENT COMPANY
COMPANY
Lee County Mosquito Control
Los ADDRESS
15191 Homestead Rd
Lehigh Acres, FL 33971

KM

1/22/2024

B NO. QFOR93485880





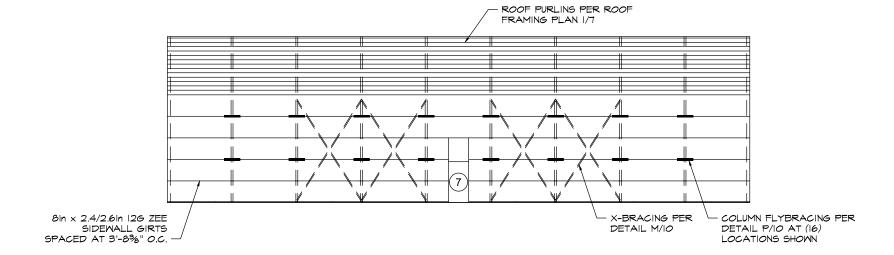
SIDEWALL 'A' EXTERIOR ELEVATION SCALE: 3/32" = 1'-0"

CHECKED

1/22/2024

B NO. QFOR93485880





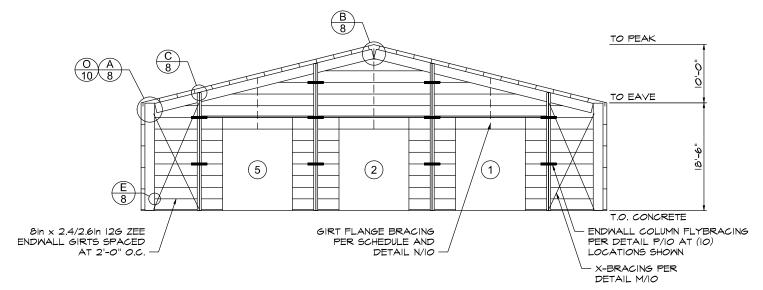


B NO. QFOR93485880 5

GIRT FLANGE BRACING SCHEDULE

	BAY #2	BAY #3	BAY #4
Endwall 'A'	M/5	M/S	M/S

M/S = MIDSPAN



ENDWALL 'A' INTERIOR ELEVATION

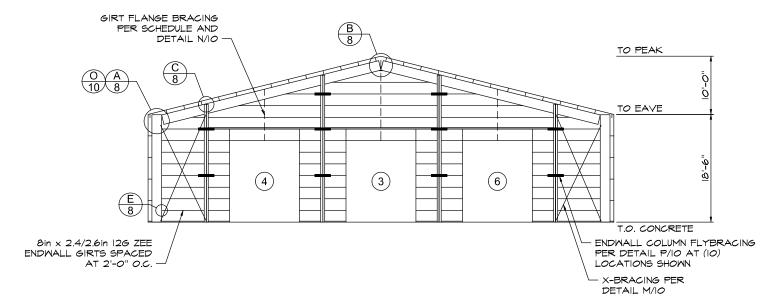
SCALE: 3/32" = 1'-0"

FRAME #I

GIRT FLANGE BRACING SCHEDULE

	BAY #2	BAY #3	BAY #4	
Endwall 'B'	M/S	M/S	M/S	

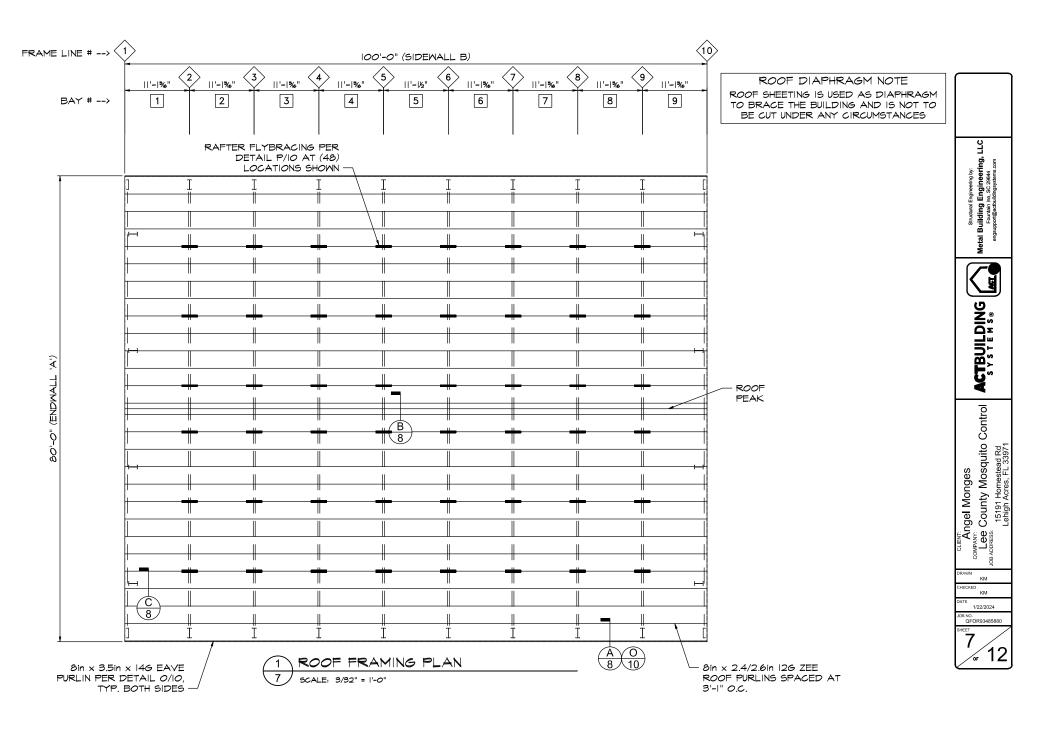
M/S = MIDSPAN

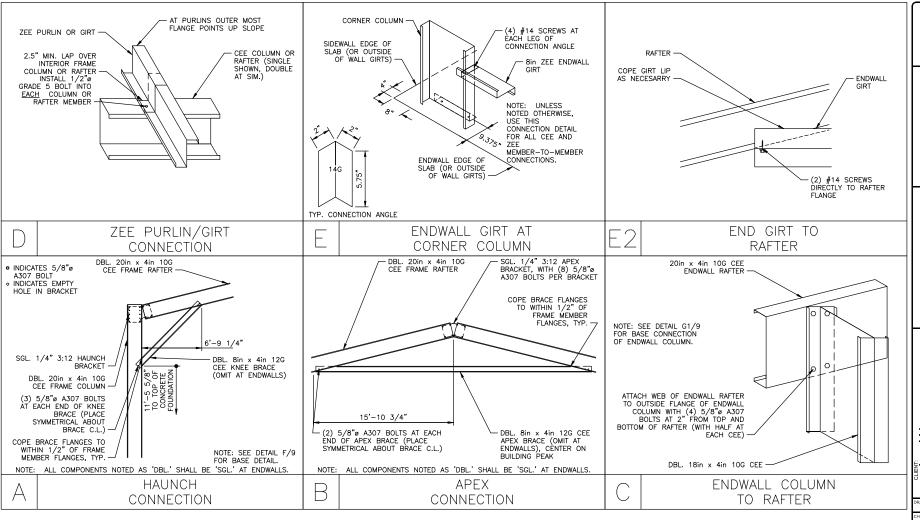


ENDWALL 'B' INTERIOR ELEVATION

SCALE: 3/32" = 1'-0"

FRAME #10





Structural Engineering by:

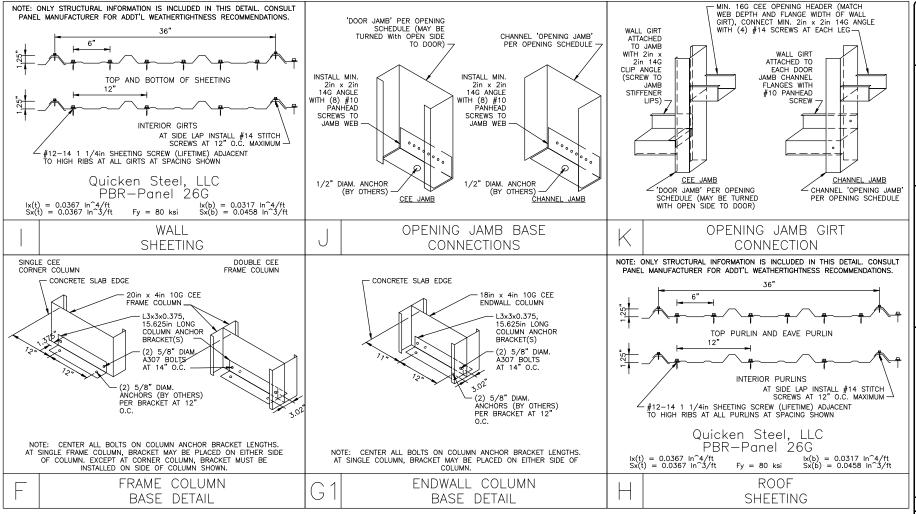
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Fountain Inn, SC 29644
engsupport@acbuildingsystems.com

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COMPANY
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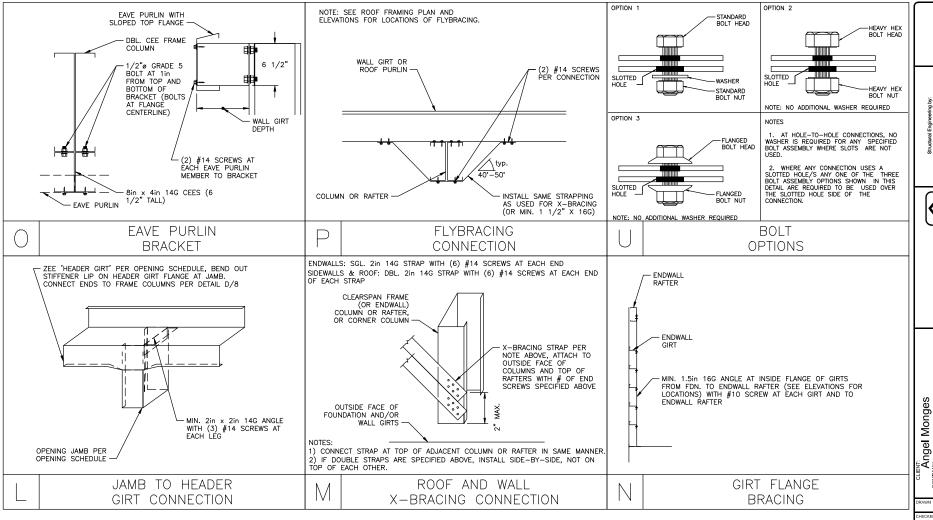
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County Mosquito Control 15191 Homestead Rd Lehigh Acres, FL 33971 Angel Monges

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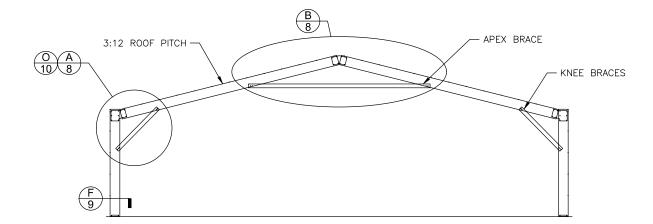
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TYP. FRAME CROSS-SECTION

SCALE: 3/32" = 1'-0"

FRAMES 2-9

#### DRAWING OWNERSHIP

THESE DRAWINGS ARE JOINTLY OWNED BY QUICKEN STEEL (QKN) AND METAL BUILDING ENGINEERING, LLC. DRAWINGS ARE ASTM A307, U.N.O. BOLT HOLE DIAMETERS SHALL BE 1/16" LARGER THAN NOMINAL BOLT DIAMETER. PROVIDED FOR THE SOLE PURPOSE OF OBTAINING BUILDING PERMITS. ENGINEERING SEAL IS VALID FOR THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH AISC "CODE OF STANDARD PRACTICE". OF A SINGLE BUILDING AT THE JOB ADDRESS SHOWN IN DRAWING TITLEBLOCK. ANY OTHER USE OF THESE DRAWINGS WITHOUT WRITTEN AUTHORIZATION FROM QKN AND METAL BUILDING ENGINEERING, LLC IS PROHIBITED

#### DRAWING SEAL REQUIREMENTS:

THESE DRAWINGS ARE NOT VALID UNLESS 1) THE SEAL (STAMP) ON A PAPER COPY IS WET SIGNED IN INK BY THE ENGINEER, OR 2) THE PAPER COPIES ARE OF A DRAWING DIGITALLY SIGNED BY THE ENGINEER, OR 3) THE ELECTRONIC FILE OF THE DRAWING IS DIGITALLY SIGNED BY THE ENGINEER. IF A COPY OF THESE DRAWINGS IS DISTRIBUTED WITHOUT EITHER A PROPER WET SIGNATURE OR A DIGITAL SIGNATURE, THE DRAWING IS CONSIDERED INVALID. IF A COPY OF THESE DRAWINGS IS DISTRIBUTED WITHOUT EITHER A PROPER WET SIGNATURE OR A DIGITAL SIGNATURE, THE DRAWING IS CONSIDERED INVALID. THE ENGINEER ACCEPTS NO LIABILITY OR RESPONSIBILITY FOR DRAWINGS CONSIDERED INVALID AS NOTED ABOVE.

#### 4. CONTRACTOR RESPONSIBILITIES:

CONTRACTOR SHALL VERIFY AND CONFIRM ALL EXISTING CONDITIONS AND DIMENSIONS. METAL BUILDING ENGINEERING, LLC (ENGINEER) SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN DRAWINGS AND EXISTING CONDITIONS PRIOR TO START OF

CONTRACTOR MUST SUBMIT IN WRITING ANY REQUEST FOR MODIFICATION TO THE PLANS AND /OR SPECIFICATIONS AND NO STRUCTURAL CHANGES FROM THE APPROVED PLANS SHALL BE MADE IN THE FIELD UNLESS, PRIOR TO MAKING CHANGES, WRITTEN APPROVAL IS OBTAINED FROM THE ENGINEER. SHOP DRAWINGS SUBMITTED TO THE ENGINEER FOR REVIEW DO NOT CONSTITUTE "IN WRITING" UNLESS IT IS NOTED THAT SPECIFIC CHANGES ARE BEING REQUESTED. IF CHANGES ARE MADE WITHOUT WRITTEN APPROVAL, SUCH CHANGES SHALL BE THE LEGAL AND FINANCIAL RESPONSIBILITY OF THE CONTRACTOR OR SUB-CONTRACTORS INVOLVED AND IT SHALL BE THEIR FULL RESPONSIBILITY TO REPLACE OR REPAIR THE CONDITION AS DIRECTED BY THE ENGINEER

CONTRACTOR SHALL PROVIDE ALL TEMPORARY BRACING, SHORING, GUYING, OR OTHER MEANS TO AVOID EXCESSIVE STRESSES AND IT HOLD STREDUTIONAL ELEMENTS IN PLACE DURING ERECTION. THESE TEMPORARY PROVISIONS SHALL REMAIN IN PLACE UNTIL SUFFICIENT PERMANENT MEMBERS ARE ERECTED TO INSURE THE SAFETY OF PARTIALLY ERECTED STRUCTURES. CONTRACTOR IS RESPONSIBLE FOR MEETING ALL LAWS REGULATING THE ERECTION OF STEEL BUILDINGS.

THESE STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. BUILDING IS NOT CONSIDERED COMPLETE UNTIL THE INSTALLATION OF ALL COMPONENTS AND DETAILS SHOWN HEREIN ARE INSTALLED ACCORDING TO THE

#### 5. ENGINEERING:

THE SUPPLYING OF STAMPED ENGINEERING CALCULATIONS AND DRAWINGS FOR THIS METAL BUILDING DOES NOT IMPLY OR CONTITUTE AN ARREEMENT THAT METAL BUILDING ENGINEERING, LLC IS ACTING AS THE ENGINEER OR ARCHITECT OF RECORD OR THE DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR THE WHOLE OF THE PROJECT.

THIS BUILDING HAS BEEN REVIEWED BY METAL BUILDING ENGINEERING, LLC FOR CONFORMITY ONLY TO THE STRUCTURAL DESIGN PORTIONS OF THE GOVERNING CODE. THE BUILDING OWNER IS RESPONSIBLE TO SEEK PROFESSIONAL ADVICE IN ADDRESSING ANY OTHER CODE REQUIREMENTS (INCLUDING, BUT NOT LIMITED TO, FIRE AND LIFE SAFETY, ENVIRONMENTAL, ACCESSIBILITY, OR ELECTRICAL) THAT MAY APPLY TO THIS PROJECT.

DRAWINGS SCALES INDICATED ON DRAWINGS ARE APPROXIMATE AND INTENDED TO BE USED FOR REFERENCE ONLY. DO NOT SCALE DRAWINGS FOR CONSTRUCTION PURPOSES.

THESE DOCUMENTS ARE STAMPED ONLY AS TO THE COMPONENTS FURNISHED BY QKN. IT IS THE RESPONSIBILITY OF THE SPECIFICATIONS AND HAVE A MIN. YIELD STRENGTH OF 80000 psi. PURCHASER TO COORDINATE DRAWINGS PROVIDED BY METAL BUILDING ENGINEERING, LLC WITH OTHER PLANS AND/OR OTHER COMPONENTS THAT ARE PART OF THE OVERALL PROJECT. IN CASES OF DISCREPANCIES, DRAWINGS PROVIDED BY METAL BUILDING ENGINEERING, LLCSHALL GOVERN. THE UNDERSIGNED ENGINEER WILL NOT SUPERVISE THE FABRICATION OR ERECTION OF THIS STRUCTURE. ANY OBSERVATION VISITS TO THE PROJECT SITE BY THE UNDERSIGNED ENGINEER ARE NOT TO BE CONSTRUED AS BEING INSPECTIONS FOR THE CONSTRUCTION OF ANY COMPONENT OF THIS BUILDING.

NO SPECIAL INSPECTIONS ARE REQUIRED BY THE GOVERNING CODE ON THIS JOB. ALL SPECIAL INSPECTIONS AND ANY OTHER ADDITIONAL INSPECTIONS REQUESTED BY BUILDING DEPARTMENT SHALL BE AT OWNER'S EXPENSE.

#### 7. SOIL REQUIREMENTS:

ALLOWARIE SOIL BEARING VALUE INDICATED ON DRAWING SHEET 1 OCCURS AT 12" BELOW FINISH GRADE OR EXISTING NATURAL GRADE, OR AT FROST DEPTH SPECIFIED BY BUILDING DEPARTMENT, WHICHEVER IS THE LOWEST ELEVATION. FOUNDATION DESIGN SHOWN ASSUMES BOTTOM OF FOOTING BEARS ON NATIVE SOILS.
FOUNDATION DESIGN SHOWN DOES NOT ACCOUNT FOR EXPANSIVE SOIL CONDITIONS OR FOR CONCRETE THAT WILL BE

EXPOSED TO SULFATE CONTAINING SOLUTIONS OR CHLORIDES. OWNER SHALL CONTACT ENGINEER PRIOR TO CONSTRUCTION IF ANY OF THESE CONDITIONS EXIST.

#### 8. CONCRETE REQUIREMENTS:

QKN AND & METAL BUILDING ENGINEERING, LLC ARE NOT RESPONSIBLE FOR PROJECT FOUNDATION DESIGN. THE FOUNDATION DESIGN IS THE RESPONSIBILITY OF A REGISTERED PROFESSIONAL ENGINEER. THIS IS NOT DETERMINED OR COORDINATED BY OKN AND METAL BUILDING ENGINEERING, LLC. AS THE FOUNDATION DESIGN FOR THIS PROJECT IS BY OTHERS'. IT IS THE RESPONSIBILITY OF THE FOUNDATION ENGINEER TO VERIFY THAT SUFFICIENT EDGE DISTANCE IS PROVIDED

#### STRUCTURAL STEEL REQUIREMENTS:

ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A36 (Fy MIN. OF 36000 psi), U.N.O. ALL BOLTS SHALL CONFORM TO ALL INSTALLATION NO WELDING IS REQUIRED ON THIS JOB.

#### 10. LIGHT GAUGE STRUCTURAL STEEL REQUIREMENTS:

ALL LIGHT GAUGE STEEL FRAMING MATERIAL AND ERECTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN IRON AND STEEL INSTITUTE (AISI) "NORTH AMERICAN SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS\*

ALL LIGHT GAUGE STEEL MATERIAL SHALL CONFORM TO ASTM A653 HAVING A MINIMUM YIELD STRENGTH OF 55000 psi. THE GRADE AND ASTM SPECIFICATION NUMBER SHALL BE INDICATED BY PAINTING, DECAL, TAGGING, OR OTHER SUITABLE MEANS, ON EACH LIFT OR BUNDLE OF FABRICATED ELEMENTS.

UNLESS NOTED OTHERWISE, CEE, ZEE, AND CHANNEL MEMBERS' WEB AND FLANGE DIMENSIONS (IN INCHES) SHALL BE AS NOTED IN DETAILS IN THE FOLLOWING FORMAT: [WEB DEPTH] in x [FLANGE WIDTH] in [GAUGE]G. FOR ZEES WITH UNEQUAL FLANGES, THE WIDTHS FOR BOTH FLANGES WILL BE LISTED, SEPARATED BY A " /". MIN. FLANGE STIFFENER LIPS SHALL BE 0.885" FOR 12G CEES, 0.750" FOR 14G CEES, 0.750" FOR 14G ZEES, 0.750" FOR 12G ZEES, 0.750" FOR 14G ZEES, 0.750" FOR 16G ZEES. ALL BEND RADIUSES SHALL BE .1875". FOR ANGLES, THE FIRST TWO NUMBERS ARE THE LEG

DECIMAL THICKNESS OF THE DELIVERED LIGHT GAUGE STEEL MATERIAL, ACCORDING TO NOMINAL GAUGES, SHALL MEET OR EXCEED 95% THE FOLLOWING DESIGN VALUES

GAUGE NO. DECIMAL THICKNESS, IN. GAUGE NO. DECIMAL THICKNESS, IN. GAUGE NO. DECIMAL THICKNESS, IN. 0.135 14 0.070 18 0.048 0.105 0.059 0.036

EXCEPT AS SHOWN ON DRAWINGS, CEE COLUMN AND RAFTER MEMBERS SHALL NOT BE DRILLED OR NOTCHED WITHOUT PRIOR APPROVAL OF THE ENGINEER. DOOR JAMB, ROOF PURLIN, AND WALL GIRT ENDS MAY HAVE FLANGES COPED 3" MAX. IF CONNECTION IS MADE TO PERPENDICULAR MEMBER PER DETAIL E/8. ROUND HOLES MAY BE DRILLED THROUGH ANY GIRT OR PURLIN MEMBER WITHIN THE MIDDLE THIRD OF THE DEPTH OF THAT MEMBER AND NOT WITHIN 24" OF MEMBER END (FIELD-DRILLED BOLT HOLES INDICATED AT ENDS OF KNEE OR APEX BRACE WEBS AND SHOP-PUNCHED HOLES IN BRACE FLANGES EXCEPTED).

ALL BOLTS USED TO CONNECT LIGHT GAUGE MATERIAL SHALL CONFORM TO ASTM A307. BOLTS TO BE SNUG TIGHT PER THE RCSC AND AISC SPECIFICATIONS, UNLESS SPECIFICALLY NOTED OTHEREWISE. BOLTS SHALL BE SPACED NO LESS THAN 3 BOLT DIAMETERS BETWEEN CENTERS. DISTANCE FROM BOLT CENTER TO THE END OR EDGE OF ANY LIGHT GAUGE MEMBER SHALL BE A MIN. OF 1.5 BOLT DIAMETERS. ALL SCREWS USED TO CONNECT LIGHT GAUGE MATERIAL SHALL BE SELF-DRILLING SCREWS AND SHALL HAVE A MIN. TENSILE BREAKINGTH OF 100,000 ps. SCREWS SHALL BE SPACED NO LESS THAN 1° 0.C. AND EDGE OR END DISTANCE SHALL NOT BE LESS THAN 1°. UNLESS NOTED OTHERWISE, ALL REFERENCES TO 'SCREWS' CONNECTING MATERIAL THICKER THAN 20 gg. SHALL BE MIN. #14 SCREWS AND SHALL HAVE

SCREW ROOT DIAMETERS SHALL NOT BE LESS THAN: #14 SCREW: .200" #12 SCREW: .177"

#### 11. STEEL ROOF AND WALL PANELS (CLADDING):

LIGHT GAUGE STEEL ROOF AND WALL PANELS SHALL CONFORM TO ASTM A653 AND THE STEEL DECK INSTITUTE

DECIMAL THICKNESSES, ACCORDING TO NOMINAL GAUGES, SHALL MEET OR EXCEED THE FOLLOWING: GAUGE NO. DECIMAL THICKNESS, IN. GAUGE NO. DECIMAL THICKNESS, IN.

IN.					
22	0.0299	26	0.0179	29	0.0135
24	0.0239	28	0.0149	30	0.0120

SEE DETAILS H/9 AND I/9 FOR ROOF AND WALL PANEL FASTENER TYPES AND SPACINGS.

Structural Engineering by:

Metal Building Engineering, L
Fountain Inn. SC 2864
engsupport@actbuildingsystems.com

ee g

#### Generic Temporary Bracing Information

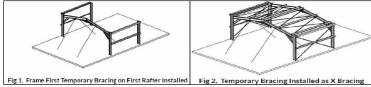
The installation of temporary bracing is critical to avoid building collapse or damaging structural movement during construction. This collapse can occur with no notice and as such the installation of appropriate temporary bracing is critical to avoid damage, injury, and possible death. Determination, procurement, and correct installation of temporary bracing is the responsibility of the builder / primary contractor / installation.

#### Bracina Materials

The constructor / installer is to supply suitably sized materials for temporary bracing. These materials are generally capable of tension, but in some circumstances will need to be capable of tension and compression. Load rated ratchet strapping of an appropriate size can be used to temporarily 'x-brace' bays in both directions, until the final bracing systems are fullyinstalled. This is especially critical for buildings where X Bracing is not required in the final structure due to the use of moment frames or diaphraqm bracing.

#### Temporary Bracing Location

The location of Temporary bracing will depend on the installation method used. Installation should be completed in accordance with the Construction Package, Engineering Plans, and Instruction Manuals. If the Frame First Method (most common) is used, then the use of tension only bracing and creating temporarily braced bays as per Fig I and Fig 2. can be used. As a basic guide, a minimum of every 4th bay should have temporary bracing installed as per Fig 2.



If the Tilt Up Method Is used (where walls are constructed on the ground And then tilted into place), then the tops of columns are braced with a tension and compression brace in the same direction Fig 3. Then rafters and purlins can be installed with temporary bracing holding rafters in place (similar to Fig 1) until final bracing of diaphragm sheeting is installed.



Typically, braces should be positioned diagonally across the structure from the top to the bottom, intersecting near the midpoint to provide stability, optimally at a 45-degree angle but no less than a 20-degree angle. The connection strength of temporary bracing is a critical consideration and these connections must be capable of resisting the potentially substantial temporary bracing loads? Whether this connection point be to the building, the foundations or to the ground. Dependent upon building size this may include heavy angles and post installed concrete anchors. The temporary bracing methods used must be capable of fully stabilising the structure during the construction process.

#### Additional Temporary Bracing

The temporary bracing described is a minimum requirement for a standard-sized building in average conditions. Additional consideration should be given to larger building spans and/or challenging site conditions. There may also be an increased risk in relation to partially completed buildings and exposed sites. It is recommended that extra temporary bracing is utilized if moderate wind speeds are expected on site. Additional support elements, such as steel cables may need to be introduced that can be attached to the building's framework and anchored to the ground or other stable structures to provide extra stability. The frame should remain rigid throughout and such responsibility lies with the constructor. Buildings should not be left in a partially completed state longer than necessary.

#### Bracina Removal

The temporary bracing should not be removed until all purlins, girts and permanent cross bracing, diaphragm bracing or moment frames where used are installed. The temporary bracing is to remain in place where possible, until the roof and wall cladding is fully installed. If you need any further information regarding the installation of temporary bracing or are at all unsure of the necessary requirements for this specific building, there are guides available through various industry bodies:

https://www.aisc.org/ https://www.metal-buildings-institute.org/

Support is also available at support@actbuildingsystems.com.

THE ABOVE INFORMATION REGARDING TEMPORARY BRACING DOES NOT FORM PART OF THE ENGINEERING CERTIFICATION FOR THIS DESIGN AND IS PROVIDED AS A GUIDE TO AID INSTALLATION ONLY.

# AIA Document A201 - 2017

#### General Conditions of the Contract for Construction

#### for the following PROJECT:

(Name and location or address)

Pre-fabricated & Pre-engineered Large Steel Storage Foundation & Building Assembly

#### 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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- 3 CONTRACTOR
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- 5 SUBCONTRACTORS
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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, Subsubcontractors, 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<sup>TM</sup>-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<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202<sup>TM</sup>—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,
  - 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 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.

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**§ 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

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- .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 startup, 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 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, subsubcontractors, 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 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 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.