



FREYTAG & ASSOCIATES INC.  
ARCHITECTS ENGINEERS

226 N. Miami Ave.  
P.O. Box 220  
Sidney, Ohio 45365

(937) 492-6983

**ADDENDUM # 2**

January 10, 2025

To Drawings and Specifications for:

NEW CONSTRUCTION OF FIRE STATION 2  
CITY OF SIDNEY  
2324 Campbell Road  
Sidney, Ohio 45365  
Project #2207.02

This Addendum must be acknowledged on the Form of Proposal.

**TO ALL CONTRACTORS:**

This Addendum modifies the original Drawings and Specifications and is to be taken into account in preparing proposals and will become part of the Contract Documents.

**SPECIFICATIONS**

**ITEM 1 DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

- A. Replace Section 00 0001 Table of Contents with the **Revised Table of Contents**.
- B. Replace Section 00 2113 Instructions to Bidders with the Section 00 0100 **Revised Instructions to Bidders**.
- C. Add the following Sections:
  - a. 00 0300 **Acknowledgment of Addenda**
  - b. 00 0411 **Bid Guarantee and Contract Bond**
  - c. 00 0600 **Project Forms**
  - d. 00 0610 **Contract Performance and Payment Bond**
  - e. 00 0800 **A201 Supplementary Conditions**
- D. Section 00 3132 Geotechnical Data and Report
  - a. Clarification; Soil borings are an indication of soil conditions at a specific location on the building site. It is up to the bidder to interpret what soil conditions may be beyond the boring locations.

**ITEM 2 SECTION 042000 – UNIT MASONRY**

- A. Paragraph 2.9. J Adjustable Masonry-Veneer Anchors for connecting to Metal Studs, 4. a, add verbiage “**or comparable product by one of the following:**”
- B. Paragraph 2.9.J.4.a, add sub-paragraph “**1) Trufast Walls**” to the list of comparable products.

**ITEM 3 SECTION 072419 – EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)**

- A. Add to specifications “**SECTION 072419 EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)**” included with this Addendum.

**ITEM 4 SECTION 074113.16 – STANDING-SEAM METAL ROOF PANELS**

- A. Paragraph 1.1 Summary, A.1, in lieu of “snap-joint” type panel, change description of roof panel as follows: “**Vertical-rib, seamed-joint, standing-seam metal roof panels.**”
- B. Paragraph 2.1.C.1, change Water Penetration under Static Pressure Test-Pressure Difference to “**6.24 lbf/sq. ft.**” in lieu of 2.86 lbf/sq. ft.
- C. Paragraph 2.1.D.1, change Wind-Uplift Resistance Uplift Rating to “**UL 90**” in lieu of UL 60.
- D. Delete Paragraph **2.1.E**, referencing FM Approval Listings.
- E. Replace Paragraph 2.3 with new Paragraph 2.3 and related sub-paragraphs as follows:

**2.3 Vertical-Rib, Seamed-Joint, Standing Seam Metal Roof Panels**

- A. **Basis-of-Design Product: Subject to compliance with requirements, provide Dimensional Metals, Inc. (DMI), Span-Lock SL20 or comparable product by one of the following:**
  - 1. **Berridge Manufacturing Company**
  - 2. **PAC-CLAD; Petersen; a Carlisle company**
  - 3. **Exceptional Metals, a Division of Duro-Last, Inc., EM BattonLok HS**
  - 4. **Metal Panel Systems, MP-200 Panel**
- B. **Panels: Formed with vertical ribs at panel edges; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and mechanically seaming panels together.**
  - 1. **Structural Support: Over solid deck.**
  - 2. **Material: Metallic-coated steel.**
  - 3. **Seam Type: Double folded or manufacturer’s standard.**
  - 4. **Panel Profile: Intermediate High bead or pencil stiffening ribs symmetrically spaced between ribs.**
  - 5. **Panel Coverage: 16 inches.**
  - 6. **Panel Height: 2.0 inches.**
  - 7. **Clips: Two-piece, floating, designed to accommodate thermal movement.**
    - a. **Steel Clips: 0.028-inch- nominal thickness, zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet.**
    - b. **Clip Spacing: as required by manufacturer to meet performance and warranty requirements.**
- F. Paragraph 2.7.A.1, change Nominal Thickness to “**24 ga.**” in lieu of 22 ga.

- G. Paragraph 3.6.E.1, Replace verbiage as follows;
1. **Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory applied sealant are completely engaged.**

## ITEM 5

### SECTION 083613 – SECTIONAL DOORS

- A. Paragraph 2.3, B, Revise operation cycles from 50,000 to “**25,000 operation cycles**”
- B. Paragraph 2.3, F.3., Delete verbiage, “**Slot vertical section of track spaced 2 inches apart for door drop safety device.**”
- C. Paragraph 2.3, H.1.b., Delete verbiage, “**unless otherwise recommended by door manufacturer in writing.**”
- D. Paragraph 2.3, I.1, Delete Locking Device Assembly and replace with “**Slide Locks: Provide two per door.**”
- E. Paragraph 2.3, J.6, Replace “spring bumper” with “**pusher springs**”. Provide at each horizontal track to cushion door at end of opening operation.
- F. Paragraph 2.3, K.6.a, change Motor size to “**3/4 hp**” in lieu of 1/2 hp.
- G. Paragraph 2.3, K.9.d.1, Radio-control operation, add sub-paragraphs a) and b) as follows:
- a) **Remote Receivers with rolling code to not interfere with frequencies from other apparatus devices.**
  - b) **Provide two Four-Button Remote Transmitters per door**
- H. Paragraph 2.3, L.1, Delete Color Anodic Finish and replace with **Powder-Coat Finish** as follows:
1. **Powder-Coat Finish: Manufacturer’s standard baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer’s written instruction for cleaning, pretreatment, application, and minimum dry thickness.**
    - a. **Aluminum Finish: Comply with AAMA 2604 requirements for pigmented organic coating applied to aluminum extrusions and panels.**
    - b. **Color and Gloss: As selected by Architect from manufacturer’s full range.**
- I. Add Paragraph M as follows:
- M. **Attic Stock: Provide Two (2) door operator springs matching installed units for attic stock.**
- J. Add Section 2.4 as follows:
- #### 2.4 DOOR POSITIONING SAFETY LIGHT SYSTEM
- A. **Commercial Door LED Safety Light Kit**
1. **Basis-of-Design Product: Subject to compliance with requirements, provide Blink-Alert DSK10-1 or comparable product by the following:**
    - a. **GateArms**
  2. **LED Strips: IP68 rated. Length; 10-feet (or two 5-feet sections).**
  3. **Retainer: (L) Track 905 configuration for sectional door guide rail mounting. Mount to driver’s side jamb - exiting direction only.**

4. Provide with programmable controller for up to four units, junction box, power supplies, and signal wire for a complete functional system. Custom program to Owner preferences.
5. Provide one kit for each door to be placed on the driver's side of the direction of exit.

**ITEM 6 SECTION 096566 – RESILIENT ATHLETIC FLOORING**

- A. Paragraph 2.1, A.1, Basis-of-design product, add verbiage “**or comparable product by one of the following:**”
- B. Paragraph 2.1, A.1, add sub-paragraph “**a. Kiefer USA, Tuff-Roll (10mm)**” to the list of comparable products.

**ITEM 7 SECTION 107516 – GROUND-SET FLAGPOLE**

- A. Paragraph 2.3, B, change aluminum flagpole height to read: “**Exposed Height: 25 feet**” in lieu of 30 feet.

**ITEM 8 SECTION 230923 – DIRECT DIGITAL CONTROL SYSTEM**

- A. Paragraph 2.1.A., add “**Johnson Facilities Explorer**” as an approved vendor.
- B. Paragraph 2.1.A., add “**Automated Logic**” as an approved vendor.
- C. Paragraph 2.1.A., add “**Trane Technologies Symbio BACnet**” as an approved vendor.

**DRAWINGS**

**ITEM 9 SHEETS L1.0 – SITE PLAN and L1.1 – LAYOUT**

- A. Revise connector drive layout to avoid interference with existing electrical equipment as shown on revised plans.
- B. Replace sheets L1.0 and L1.1 with included revised sheets L1.0 and L1.1 included with this Addendum.

**ITEM 10 SHEET L2.0 – DETAILS**

- A. Detail 12/L2.0, Dumpster Enclosure and Pavement, add note to indicate manufacturer “**Enclosure Manufacturer: Basteel Perimeter Systems**”.
- B. Replace sheet L2.0 with included revised drawing sheet.

**ITEM 11 SHEET A3.1 – ROOF PLAN**

- A. Roof Key Notes, delete “Alternate Bid” from Note 7 and revise to read “Lightning protection, see electrical.”
- B. Replace sheet A3.1 with included revised drawing sheet.

**ITEM 12 SHEET A3.2 – ROOF DETAILS**

- A. Revise Details to indicate a “Seamed-Joint” type standing-seam metal roofing in lieu of a snap-joint type.
- B. Replace sheet A3.2 with included revised drawing sheet.



- ITEM 13 SHEET A3.3 – ROOF GUTTER & LOUVER DETAILS**
- A. Revise Details to indicate a “Seamed-Joint” type standing-seam metal roofing in lieu of a snap-joint type.
  - B. Replace sheet A3.3 with included revised drawing sheet.
- ITEM 14 SHEET A3.4 – ROOF DETAILS**
- A. Revise Details 2 & 3 to indicate a “Seamed-Joint” type standing-seam metal roofing in lieu of a snap-joint type.
  - B. Replace sheet A3.4 with included revised drawing sheet.
- ITEM 15 SHEET A3.5 – ROOF DETAILS**
- A. Revise Detail 1 to indicate a “Seamed-Joint” type standing-seam metal roofing in lieu of a snap-joint type.
  - B. Replace sheet A3.5 with included revised drawing sheet.
- ITEM 16 SHEET A3.6 – ROOF DETAILS**
- A. Revise Details to indicate a “Seamed-Joint” type standing-seam metal roofing in lieu of a snap-joint type.
  - B. Replace sheet A3.6 with included revised drawing sheet.
- ITEM 17 SHEET A6.3 – WALL SECTIONS**
- A. Revise Wall Sections to indicate a “Seamed-Joint” type standing-seam metal roofing in lieu of a snap-joint type.
  - B. Replace sheet A6.3 with included revised drawing sheet.
- ITEM 18 SHEET A6.4 – WALL SECTIONS**
- A. Revise Wall Sections to indicate a “Seamed-Joint” type standing-seam metal roofing in lieu of a snap-joint type.
  - B. Replace sheet A6.4 with included revised drawing sheet.
- ITEM 19 SHEET A6.5 – WALL SECTIONS**
- A. Revise Wall Sections to indicate a “Seamed-Joint” type standing-seam metal roofing in lieu of a snap-joint type.
  - B. Replace sheet A6.5 with included revised drawing sheet.
- ITEM 20 SHEET A6.6 – WALL SECTIONS**
- A. Revise Wall Sections to indicate a “Seamed-Joint” type standing-seam metal roofing in lieu of a snap-joint type.
  - B. Replace sheet A6.6 with included revised drawing sheet.
- ITEM 21 SHEET A6.9 - DETAILS**
- A. Detail 1, add notes “**3/8” Plate with 3/4” diameter x 8” headed studs**”
  - B. Replace sheet A6.9 with included revised drawing sheet.

**ITEM 22 SHEET A9.1 – INTERIOR ELEVATIONS**

- A. Add Interior Elevation Key Notes as follows:
  - a. 17. Granitestone Countertop
  - b. 18. Solid Surface countertop
- B. Revise Details 1, 2, 3, 4, 5, & 6 to include key notes designating countertop type.
- C. Replace sheet A9.1 with included revised drawing sheet.

**ITEM 23 SHEET A9.2 – INTERIOR ELEVATIONS**

- A. Add Interior Elevation Key Notes as follows:
  - a. 17. Granitestone Countertop
  - b. 18. Solid Surface countertop
- B. Revise Details 1 to include key note designating countertop type.
- C. Replace sheet A9.2 with included revised drawing sheet.

**ITEM 24 SHEET A9.3 – INTERIOR ELEVATIONS**

- A. Add Interior Elevation Key Notes as follows:
  - a. 17. Granitestone Countertop
  - b. 18. Solid Surface countertop
- B. Revise Details 1, 2, & 3 to include key notes designating countertop type.
- C. Replace sheet A9.3 with included revised drawing sheet.

**ITEM 25 SHEET S2.4 – FOUNDATION DETAILS**

- A. Revise Detail 7 as indicated.
- B. Replace sheet S2.4 with included revised drawing sheet.

**ITEM 26 SHEETS E0.2 – SCHEDULES**

- A. Lighting Fixture Schedule: Revise Type “**P1**” fixture model number and add note “**10. Satin black shade with black cord suspension.**”
- B. Lighting Fixture Schedule: Add Other Acceptable Manufacturers listings for fixture types D2, D3, and F2.
- C. Replace sheet E0.2 with included revised drawing sheet.

**ITEM 27 SHEETS E0.7 – PANEL SCHEDULES**

- A. Branch Panel – B: Add power for hose hoist as indicated.
- B. Replace sheet E0.7 with included revised drawing sheet.

**ITEM 28 SHEETS E1.1 – SITE PLAN (Electrical)**

- A. Add pole light to northern Access Drive and associated circuiting as indicated on revised plans. Coordinate drive location per Site/Civil Drawings for pole locations relative to drives.
- B. Replace sheet E1.1 with included revised drawing sheet.

**ITEM 29 SHEETS E3.1 – FIRST FLOOR POWER PLAN**

- A. In Apparatus Bay, add hose hoist and associated power and controls for hoist. Coordinate mounting location per Architectural/Structural drawings.
- B. Construction Notes: Add key note “38” as follow:

**38. Provide hose hoist, equal to Electrolift #34-L6. 2000 lb capacity, 40’ cable, single hook, 4 HP, 208V/3PH. 120V control wiring between hoist and remote flush mounted control station by E.C., coordinate wire size with manufacturer’s recommendations. Coordinate with G.C. to mount hoist to roof structure. Control station shall have two button control with keyed lock out (power off, up/down)**

- C. Replace sheet E0.2 with included revised drawing sheet.

## SECTION 00 0001 TABLE OF CONTENTS

### PROCUREMENT AND CONTRACTING REQUIREMENTS GROUPS

#### DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

##### INTRODUCTORY INFORMATION

00 0101	TITLE PAGE
00 0107	SEALS PAGE
00 0110	REVISED TABLE OF CONTENTS
00 0100	REVISED INSTRUCTIONS TO BIDDERS
00 0300	ACKNOWLEDGMENT OF ADDENDA
00 0411	BID GUARANTEE AND CONTRACT BOND
00 0600	PROJECT FORMS
00 0800	SUPPLEMENTARY CONDITIONS A201
00 0900	CAD AGREEMENT AND WAIVER
00 0950	PREVAILING WAGE RATES
00 3132	GEOTECHNICAL DATA

### SPECIFICATIONS GROUP

#### DIVISION 01 - GENERAL REQUIREMENTS

01 1000	SUMMARY
01 21 00	ALLOWANCES
01 2200	UNIT PRICES
01 2300	ALTERNATES
01 2500	SUBSTITUTION PROCEDURES
01 2600	CONTRACT MODIFICATION PROCEDURES
01 2900	PAYMENT PROCEDURES
01 3100	PROJECT MANAGEMENT AND COORDINATION
01 3200	CONSTRUCTION PROGRESS DOCUMENTATION
01 3300	SUBMITTAL PROCEDURES
01 4000	QUALITY REQUIREMENTS
01 4200	REFERENCES
01 4339	MOCKUPS
01 5000	TEMPORARY FACILITIES AND CONTROLS
01 6000	PRODUCT REQUIREMENTS
01 7300	EXECUTION
01 7419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 7700	CLOSEOUT PROCEDURES
01 7823	OPERATION AND MAINTENANCE DATA
01 7839	PROJECT RECORD DOCUMENTS
01 7900	DEMONSTRATION AND TRAINING

#### DIVISION 02 - EXISTING CONDITIONS

02 4000	SPECIAL PROTECTION
02 4116	STRUCTURE DEMOLITION
02 4119	SELECTIVE DEMOLITION

**DIVISION 03 - CONCRETE**

03 3000	CAST-IN-PLACE CONCRETE
---------	------------------------

**DIVISION 04 - MASONRY**

04 0110	MASONRY CLEANING
04 2000	UNIT MASONRY
04 7200	CAST STONE MASONRY

**DIVISION 05 - METALS**

05 1200	STRUCTURAL STEEL
05 2100	STEEL JOISTS
05 3100	METAL DECKING
05 4000	COLD-FORMED METAL FRAMING
05 5000	METAL FABRICATIONS
05 5113	METAL PAN STAIRS
05 5116	METAL FLOOR PLATE STAIRS
05 5213	PIPE AND TUBE RAILINGS
05 7313	GLAZED DECORATIVE METAL RAILINGS

**DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

06 1000	ROUGH CARPENTRY
06 1600	SHEATHING
06 4023	INTERIOR ARCHITECTURAL WOODWORK

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

07 1326	SELF-ADHERING SHEET WATERPROOFING
07 1416	COLD FLUID-APPLIED WATERPROOFING
07 1900	WATER REPELLENTS
07 2100	THERMAL INSULATION
07 2119	FOAMED-IN-PLACE INSULATION
07 2726	FLUID-APPLIED MEMBRANE AIR BARRIERS
07 4213.23	METAL COMPOSITE MATERIAL WALL PANELS
07 4800	RAINSCREEN ATTACHMENT SYSTEM (CITM SYSTEM)
07 5216	STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING
07 5419	POLYVINYL-CHLORIDE (PVC) ROOFING
07 7100	ROOF SPECIALTIES
07 8413	PENETRATION FIRESTOPPING
07 8443	JOINT FIRESTOPPING
07 9200	JOINT SEALANTS
07 9219	ACOUSTICAL JOINT SEALANTS
07 9513.13	INTERIOR EXPANSION JOINT COVER ASSEMBLIES

07 9513.16 EXTERIOR EXPANSION JOINT COVER  
ASSEMBLIES

**DIVISION 08 - OPENINGS**

08 1113 HOLLOW METAL DOORS AND FRAMES  
08 1116.13 INTERIOR ALUMINUM DOORS AND FRAMES  
08 1216 ALUMINUM FRAMES  
08 1416 FLUSH WOOD DOORS  
08 1613 FRP DOORS  
08 1816.16 MULTIPANEL SLIDING ALUMINUM-FRAMED  
GLASS DOORS  
08 3113 ACCESS DOORS AND FRAMES  
08 3613 SECTIONAL DOORS  
08 4113 ALUMINUM-FRAMED ENTRANCES AND  
STOREFRONTS  
08 4229.23 SLIDING AUTOMATIC ENTRANCES  
08 4413 GLAZED ALUMINUM CURTAIN WALLS  
08 5653 SECURITY WINDOWS  
08 7100 DOOR HARDWARE  
08 8000 GLAZING  
08 8113 DECORATIVE GLASS GLAZING

**DIVISION 09 - FINISHES**

09 2216 NON-STRUCTURAL METAL FRAMING  
09 29 00 GYPSUM BOARD  
09 3013 CERAMIC TILING  
09 5113 ACOUSTICAL PANEL CEILINGS  
09 5400 INTEGRATED CEILING ASSEMBLIES  
09 5426 SUSPENDED WOOD CEILINGS  
09 6513 RESILIENT BASE AND ACCESSORIES  
09 6516 RESILIENT SHEET FLOORING  
09 6536 STATIC-CONTROL RESILIENT FLOORING  
09 66 23 RESINOUS MATRIX TERRAZZO FLOORING  
09 6813 TILE CARPETING  
09 70 00 WOOD WALL PANELS  
09 84 36 SOUND-ABSORBING CEILING UNITS  
09 91 14 EXTERIOR PAINTING (MPI STANDARDS)  
09 91 24 INTERIOR PAINTING (MPI STANDARDS)  
09 93 01 STAINING AND TRANSPARENT FINISHING (MPI  
STANDARDS)

**DIVISION 10 - SPECIALTIES**

10 1100 VISUAL DISPLAY UNITS  
10 1416 PLAQUES  
10 1419 DIMENSIONAL LETTER SIGNAGE  
10 1423.16 ROOM-IDENTIFICATION PANEL SIGNAGE  
10 2641 BULLET RESISTANT PANELS  
10 2800 TOILET, BATH, AND LAUNDRY ACCESSORIES  
10 4413 FIRE PROTECTION CABINETS  
10 4416 FIRE EXTINGUISHERS

10 5113	METAL LOCKERS
10 7313	AWNINGS
10 7516	GROUND-SET FLAGPOLES

**DIVISION 12 - FURNISHINGS**

12 2413	ROLLER WINDOW SHADES
12 3216	MANUFACTURED PLASTIC-LAMINATE-CLAD CASEWORK
12 3623.13	PLASTIC-LAMINATE-CLAD COUNTERTOPS
12 3661.16	SOLID SURFACING COUNTERTOPS

**DIVISION 14 - CONVEYING EQUIPMENT**

14 2400	HYDRAULIC ELEVATORS
---------	---------------------

**DIVISION 21 – FIRE SUPPRESSION**

21 0001	BASIC FIRE SUPPRESSION REQUIREMENTS
21 0002	FIRE SUPPRESSION WORK IN EXISTING BUILDINGS
21 0004	FIRESTOPPING FOR FIRE SUPPRESSION SYSTEMS
21 0519	METERS AND GAUGES
21 0529	PIPE HANGERS AND SUPPORTS
21 0530	EQUIPMENT BASES AND SUPPORTS
21 0553	IDENTIFICATION FOR FIRE SUPPRESSION SYSTEMS
21 1313	WET-PIPE SPRINKLER SYSTEMS
21 2213	CLEAN-AGENT FIRE EXTINGUISHING SYSTEM

**DIVISION 22 PLUMBING**

22 0001	BASIC PLUMBING REQUIREMENTS
22 0002	PLUMBING WORK IN EXISTING BUILDINGS
22 0004	FIRESTOPPING FOR PLUMBING SYSTEMS
22 0005	EXCAVATION, BACKFILL AND SURFACE RESTORATION
22 0519	METERS AND GAUGES
22 0520	COMMON PIPING MATERIALS AND METHODS
22 0523	GENERAL DUTY VALVES
22 0529	PIPE HANGERS AND SUPPORTS
22 0530	EQUIPMENT BASES AND SUPPORTS
22 0553	IDENTIFICATION FOR PLUMBING SYSTEMS
22 0719	PIPE INSULATION
22 1116	DOMESTIC WATER PIPING
22 1119	DOMESTIC WATER PIPING SPECIALTIES
22 1123	DOMESTIC WATER PUMPS
22 1316	SANITARY WASTE AND VENT PIPING
22 1319	SANITARY WASTE PIPING SPECIALTIES
22 1416	INTERIOR STORM PIPING
22 1423	STORM DRAINAGE PIPING SPECIALTIES
22 3436	GAS-FIRED STORAGE WATER HEATERS
22 4200	PLUMBING FIXTURES



**DIVISION 23 HEATING, VENTILATING AND AIR-CONDITIONING (HVAC)**

23 0001	BASIC HVAC REQUIREMENTS
23 0002	HVAC WORK IN EXISTING BUILDINGS
23 0004	FIRESTOPPING FOR HVAC SYSTEMS
23 0513	ELECTRICAL REQUIREMENTS FOR HVAC EQUIPMENT
23 0519	METERS AND GAUGES
23 0523	GENERAL DUTY VALVES
23 0525	FLEXIBLE PIPE CONNECTORS
23 0529	PIPE HANGERS AND SUPPORTS
23 0530	EQUIPMENT BASES AND SUPPORTS
23 0548	VIBRATION CONTROL
23 0553	IDENTIFICATION FOR HVAC SYSTEMS
23 0593	TESTING, ADJUSTING AND BALANCING
23 0713	DUCT INSULATION
23 0716	EQUIPMENT INSULATION
23 0719	PIPE INSULATION
23 0913	INSTRUMENTS AND CONTROL DEVICES
23 0914	CONTROL WIRING AND CABLING
23 0923	DIRECT DIGITAL CONTROL SYSTEM
23 0950	VARIABLE FREQUENCY MOTOR CONTROLLERS
23 2113	HYDRONIC PIPING
23 2114	HYDRONIC SPECIALTIES
23 2117	GLYCOL HEAT TRANSFER FLUID
23 2123	HYDRONIC PUMPS
23 2500	HVAC WATER TREATMENT
23 3113	DUCTWORK
23 3119	PLENUM CASINGS
23 3300	AIR DUCT ACCESSORIES
23 3400	FANS
23 3600	AIR TERMINAL UNITS
23 3713	DIFFUSERS, REGISTERS AND GRILLES
23 3723	GRAVITY VENTILATORS
23 5100	BREECHINGS, CHIMNEYS, AND STACKS
23 5216	CONDENSING BOILERS
23 6426	AIR-COOLED WATER CHILLERS
23 7313	MODULAR, INDOOR AIR-HANDLING UNITS
23 7314	MODULAR, OUTDOOR AIR-HANDLING UNITS
23 8239	UNIT HEATERS

**DIVISION 26 – ELECTRICAL**

26 0001	BASIC ELECTRICAL REQUIREMENTS
26 0004	FIRESTOPPING FOR ELECTRICAL SYSTEMS
26 0005	EXCAVATION, BACKFILL AND SURFACE RESTORATION
26 0519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 0529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 0533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
26 0543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS
26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 0563	SPECIFIC WIRING APPLICATIONS
26 0923	LIGHTING CONTROL DEVICES
26 0936	MODULAR DIMMING CONTROLS
26 2413	SWITCHBOARDS
26 2416	PANELBOARDS
26 2726	WIRING DEVICES
26 2813	FUSES
26 2816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
26 2913	ENCLOSED MOTOR CONTROLLERS
26 3213	ENGINE GENERATORS (DESIL FUELED)
26 3353	UNINTERRUPTIBLE POWER SUPPLY SYSTEM
26 3623	AUTOMATIC TRANSFER SWITCHES
26 4113	LIGHTNING PROTECTION FOR NEW BUILDINGS
26 4313	SURGE PROTECTIVE DEVICES (SPD) FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS
26 5113	INTERIOR LIGHTING FIXTURES
26 5200	EXIT AND EMERGENCY LIGHTING
26 6101	FIRE DETECTION AND ALARM SYSTEM
26 7533	RACEWAYS AND BOXES FOR COMMUNICATIONS SYSTEMS

**DIVISION 27 – COMMUNICATIONS**

27 05 00	COMMON WORK RESULTS FOR TECHNOLOGY
27 05 15	TECHNOLOGY BASIC MATERIALS AND METHODS
27 05 26	GROUNDING AND BONDING FOR TELECOMMUNICATIONS
27 05 53	TECHNOLOGY IDENTIFICATION
27 11 00	COMMUNICATIONS CABLING & CONNECTIVITY
27 41 06	COUNCIL CHAMBERS AV SYSTEMS
27 41 08	CONFERENCE ROOM AV SYSTEMS
27 53 19	EMERGENCY RADIO COMMUNICATION ENHANCEMENT SYSTEM

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

28 05 00	COMMON WORK RESULTS FOR ELECTRONIC SAFETY AND SECURITY
28 13 00	ACCESS CONTROL SYSTEM
28 23 00	VIDEO SURVEILLANCE SYSTEM

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

32 12 16	ASPHALT PAVING
32 13 73	CONCRETE PAVING JOINT SEALANTS
32 17 23	PAVEMENT MARKINGS
32 17 26	TACTILE WARNING SURFACING

END OF TABLE OF CONTENTS

## SECTION 00 0100 - INSTRUCTIONS TO BIDDERS

### PART 1: GENERAL

#### 1.01 SUMMARY

- A. Sealed Bids will be received for the Additions and Alterations to the Municipal Building for the City of Sidney.
- B. Bids must be submitted electronically using the Bid Express service. Plans, Specifications, and bid forms will be available through the Bid Express website at [www.bidexpress.com](http://www.bidexpress.com). All electronic bidders must register with Bid Express in order to submit a bid (please allow time for processing). Registration with Bid Express is free. Contractors and/or Subcontractors can view and download information free of charge. In order to submit an electronic bid, the bidder will need to pay a non-refundable per bid fee or a monthly non-refundable subscription fee for unlimited bid.
- C. Copies of Specifications, Notice to Bidders, Instructions to Bidders, Bid Proposal Form, and any Addenda issued prior to receipt of Proposals may be obtained at the Bid Express website at [www.bidexpress.com](http://www.bidexpress.com).
- D. No withdrawal or modification of a proposal will be permitted after the scheduled time for receipt of bids.
- E. Proposals received after the time for the opening of Bids will not be opened.

#### 1.02 DEFINITIONS OF TERMS

- A. Whenever the term "OWNER" occurs in the Specifications or other documents, it shall mean THE CITY OF SIDNEY, 201 W Poplar Street, Sidney, Ohio 45365.
- B. Whenever the term "Contractor" occurs in the Specifications or other documents, it shall mean a person, firm or corporation contracting with the City to supply labor, materials, or equipment or all for the Project.
- C. Whenever the term "Architect" or "Associate" occurs in the Specifications or other documents, it shall mean Freytag & Associates, Inc.

#### 1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK

- A. The Bidder is required to examine carefully the site of the proposed work, the entire Project Manual, Plans, Specifications, etc. before submitting a Proposal. Each Bidder shall be responsible for scheduling a site visitation with the City's representative –Bill Mentges, (927) 492-6983.
- B. The submission of a Bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the site conditions to be encountered, in performing the work and as to all the requirements of the Contract Documents. No allowance will be made for lack of knowledge concerning such conditions after the Contract is signed.
- C. Prospective bidders are advised that the Owner does not guarantee the existence, nonexistence, or location of any subsurface structures, nor the character of any subsurface materials shown on the contract drawings. The indications of such structures and of such materials on the drawings are based on the best data available, but should not be regarded as conclusive.

#### 1.04 PRE-BID CONFERENCE

- A. A Mandatory Pre-Bid Meeting will be held at 8:30 a.m. on Friday, December 20, 2024, in the Council Chambers located on the second floor of the Municipal Building, 201 W. Poplar Street, Sidney, Ohio. A walk-through of the site will be offered during the pre-bid meeting.

#### 1.05 ADDENDA AND INTERPRETATIONS

- B. The City reserves the right to modify the scope of the work to within three days of the scheduled date for the opening of Proposals.
- C. Discrepancies or ambiguities in, or omissions from, the Contract Documents shall be immediately brought to the attention of the Architect. If no questions are raised, the solution to Contract Document's discrepancies, ambiguities, or omissions with the greatest costs shall be assumed included into the Contractor's bid.
- D. Changes in the scope of work and any clarifications to the Contract Documents will be issued to all Bidders of record in the form of a written addendum.
- E. Addenda, if any, will be considered as a part of the Contract Documents and acknowledgment of receipt of same must be included with the Bid Proposal Form when it is presented.
- F. Neither the City nor the Architect will be responsible for oral interpretations. Questions received less than 5 days before the time set for receipt of Bids cannot be answered.
- G. Any interpretation of the proposed documents will be made only by Addenda duly issued, and a copy of such Addenda will be posted to the Bid Express website along with an Addenda Acknowledgement form. The City of Sidney will not be responsible for any other explanations or interpretations of the proposed documents.

#### 1.06 APPROVED EQUALS AND SUBSTITUTIONS

- A. Bids shall be based on furnishing equipment and material as hereafter specified.
- B. Where one or several manufacturers are specified by name for one use, and the term "or an approved equal" is not used, select for use the one or any one of those manufacturers specified.
- C. Where the term "or an approved equal" is used, the Contractor may incorporate in the Bid equipment and materials that are equal to the manufactured item specified. However, after the awarding of the Contract, such item of equipment or materials must be approved by the Architect on the basis of their individual merits as "approved equals" to the items specified. If approval is not granted, the Contractor shall use the material or equipment specified.
- D. Ten (10) or more days prior to the time set to receive Bids, Bidders may submit to the Architect, written requests for approval of articles or materials which they guarantee equal or superior to those specified. Such requests shall be accompanied by complete descriptions and technical data (refer to Section 000121 – Substitution Request Form). Approval, if any, of proposed equal materials will be made by addenda issued to all concerned Bidders.
- E. All major substitutions for any material, articles or process shall be made before awarding of the Contract, by the City. Later minor substitutions shall be made only with the written approval of the Architect when such substitutions will obtain a better job or speed the time of completion.

#### 1.07 BIDDERS QUALIFICATIONS

- A. Each Bidder under consideration of Contract award shall submit to the Architect upon request, AIA Document A305 – Contractor’s Qualification Statement and include corresponding supplement document, and when specifically requested by the City, a detailed financial statement.
- B. The successful bidder must be prepared to furnish satisfactory evidence that they possesses the necessary ability, facilities, and financial resources to do class of work required.
- C. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the obligations under the Contract, and the Bidder shall furnish the City all such information and data for this purpose as requested. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.
- D. The successful bidder will be required to register with the City of Sidney Income Tax Department prior to the signing of this contract. The successful bidder will also be responsible to attend a preconstruction meeting with the City prior to starting work.
- E. Attention of the bidders is called to the special instructions which are included in the proposed contract documents, and to the special requirement for prevailing wage rates and hours of employment. See Specification Section 00 0950 – Prevailing Wage Rates.

#### 1.08 SUBCONTRACTORS

- A. The Bidder shall submit with the Bid a complete list of names and addresses of the subcontractors contemplated for use on the Project.
- B. The Architect and City must approve all subcontractors, prior to award of the Contract.
- C. Although such approval will not be withheld arbitrarily, subcontractors that have proven unsatisfactory in the past, or do not have adequate manpower and plant to perform the work, will not be accepted.
- D. After subcontractors have been approved and agreements signed, no changes in the subcontractors shall be made without written approval of the Architect and City.

#### 1.09 BID GUARANTY

- A. All Bid Guaranties must be satisfactory to the City.
- B. The Bid Guaranty and Contract Bond meeting the requirements of Section 153.54 (B) of the Ohio Revised Code shall be used without change of wording.
- C. The amount of the Bid Guaranty and Contract Bond must be for the full amount of the Bid including all add alternates.
- D. The Bid Guaranty and Contract Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company and by the Bidder. The Bid Guaranty and Contract Bond must be countersigned by a Resident Agent of the Bonding Company as required by Section 5729.09 of the Ohio Revised Code. (Affix Corporate Seals to all copies). The name and address of both the Surety and Surety's Agent must appear on Bid Guaranty.

- E. Bid Guaranties and Contract Bonds must be supported by credentials showing the Power of Attorney of the Agent.
- F. In lieu of the Bid Guaranty and Contract Bond referred to above, the Bidder may submit the Bid Guaranty provided in Division (C) of Section 153.54 of the Revised Code in the form of a Certified Check, Cashier's Check, or Letter of Credit pursuant to Chapter 1305 of the Ohio Revised Code.
- G. The amount of the Certified Check, Cashier's Check or Letter of Credit shall be equal to ten percent (10%) of the Bid.
- H. The Bid Guaranty shall be payable to The City of Sidney.
- I. Bid Guaranties will be returned to all unsuccessful Bidders after the Contract is executed.
- J. The Certified Check, Cashier's Check, or Letter of Credit shall be returned to the successful Bidder upon filing of the Bond required in Division (C), Section 153.54 Ohio Revised Code. Successful Bidders will be required to furnish bonds and insurance in accordance with the provisions of the General Conditions and Supplementary Conditions. Executed duplicate copies of bonds and insurance certificates will be required for each set of Contract Documents.

#### 1.10 COMPUTATION OF WAGES AND OVERTIME COMPENSATION

- A. The Bidder and each of the Subcontractors will be required to comply with all applicable Federal, State and Local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the Project.

#### 1.11 PREPARATION OF PROPOSAL

- A. Bids must be submitted electronically using the Bid Express service. Plans, Specifications, and bid forms will be available through the Bid Express website at [www.bidexpress.com](http://www.bidexpress.com). All electronic bidders must register with Bid Express in order to submit a bid (please allow time for processing). Registration with Bid Express is free.
- B. The Bidder's Proposal must be signed with ink by the individual, by one or more members of the partnership, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the City. If the Proposal is made by an individual, their name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign Contracts, the name of the corporation and the business address of its corporate officials must be shown. Anyone signing a proposal as agent must file with it legal evidence of their authority to do so.
- C. A foreign corporation submitting a Proposal must comply with the laws of doing business in the State of Ohio, if its Proposal or any part thereof is accepted.
- D. **Bidders must complete the following with their electronic Bid Express Bid submission to be considered responsive:**
  - 1. Bid Proposal
    - a. Acknowledgement of Addenda
    - b. Alternates

- c. Time of Completion
  2. Bid Guaranty
  3. Certificate of Compliance with Section 3517.13 of the Ohio Revised Code
  4. Municipal Income Tax Questionnaire.
  5. Subcontractors to be utilized.
- E. **The following must be attached as PDF copy with the electronic Bid Express bid submission to be considered responsive:**
1. Bid Guaranty, attach PDF copy with submission. If project to be awarded, an original will be required and requested
  2. Non-Collusion Affidavit, attach PDF copy with submission
  3. Disclosure of Personal Property Taxes, attach PDF copy with submission
- F. The attention of Bidders is especially directed to the following:
1. Federal and Civil Rights Law regulating Equal Opportunity Employment and requiring Affirmative Action Policy.
  2. Bid Guaranty and Contract Bond requirements.
  3. Statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state.
  4. The City of Sidney is exempt from sales tax on materials and equipment to be incorporated in the Work (Exemption No. 34-6401348). Such taxes shall not be included in the bid.
  5. The Bid **shall** be based upon the prevailing rates of wages.
- G. No Bidder shall withdraw Bids for sixty (60) days.
- H. Assignment of this contract or any part thereof or of any funds to be received thereafter, by the Contractor, will be subject to the approval of the Owner. Such assignment shall contain a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment, are subject to the prior lien for services rendered, of materials supplied for the performance of the work called for in said Contract, in favor of all persons, firms or corporations rendering such services or supply such materials

#### 1.12 PUBLIC OPENING OF PROPOSALS

- A. Proposals will be opened and read publicly at the time and place designated in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

#### 1.13 DISQUALIFICATION OF BIDS

- A. Any Bid submitted unsigned will be disqualified and returned to the Bidder.
- B. Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of his Proposal or Proposals:
  1. More than one Proposal for the same work from an individual, firm corporation under the same or different name.



2. Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any future work of the City until any such participant shall have been reinstated as a qualified Bidder.
3. The City reserves the right before any award of the contract is made to require of any bidder to whom it may make an award of the principal contract, a non-collusion affidavit.
4. Bid prices which obviously are unbalanced.

#### 1.14 IRREGULAR PROPOSALS

- A. Proposals will be considered irregular and may be rejected for the following reasons:
  1. If the Proposal is on a form other than that furnished by through Bid Express or if the form is altered or any part thereof is detached.
  2. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning.
  3. If the Bidder adds any provisions reserving the right to accept or reject an award or to enter into a Contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid letting, provided that any selection of awards will be made by the City.

#### 1.15 RIGHTS RESERVED BY THE CITY

- A. The City reserves the right to award the Contract to the lowest and in their opinion most responsible and responsive Bidder submitting a Bid.
- B. The City reserves the right to waive any irregularities if in the best interest of the project. The City reserves the right to reject any or all bids, the right to waive any informality or irregularity discovered in any Bid, and to award the contract to the lowest and best bidder which in the City's judgment best serves their interest.
- C. The City reserves the right to reject the Bid of any Bidder who has previously failed to perform properly or complete on time Contracts of similar nature; who is not in a position to perform the Contract; or, who has habitually, and without just cause, neglected the payment of bills or otherwise disregarded obligations to subcontractors, material suppliers or employees.
- D. In addition to the above mentioned items, the City will also consider the following in determining the lowest responsible Bidder: that the Bidder maintains a permanent place of business; has adequate plant equipment to do the work properly and expeditiously; has suitable financial status to meet the obligations incidental to the work; and has the necessary technical experience.

#### 1.16 MATERIAL GUARANTY

- A. Before any Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition, and manufacturer of any or all materials to be used in the construction of the work together with samples, which samples may be subjected to the tests provided for in these Specifications to determine their quality and fitness for the work.

1.17 TIME OF COMPLETION

- A. Extensions of time may be granted to the Contractor for delays beyond the Contractor's control, such as severe or unusual climatic conditions, acts of God, or conditions not foreseeable before the Bid Date.
- B. By completing the Bid Proposal Form, the Contractor certifies that he/she has verified the scope of work, the availability of the required materials and the availability of skilled labor to complete the work within the time stated assuming the City's desired start date is realized.

1.18 DOCUMENTS REQUIRED PRIOR TO SIGNING OF CONTRACT

- A. Immediately upon the award of, and prior to the signing of the Contract, the successful Bidder shall furnish to the Architect:
  - 1. A notarized Delinquent Personal Property Tax Affidavit as required by Section 5719.042 of the Ohio Revised Code. The affidavit shall be incorporated into and made part of the Contract, and no payment shall be made with respect to the Contract unless such statement has been so incorporated as part thereof.
  - 2. Ohio State Workmen's Compensation Certificate.
  - 3. Credentials showing the Power of Attorney of the Agent of the Surety.
  - 4. A Certificate of Compliance issued by the Division of Insurance showing the right of the bonding company to do business in the State of Ohio.
  - 5. A Certificate from the Secretary of State showing the right of the successful Bidder to do business in the State of Ohio, if said Bidder should be a Corporation not incorporated under the laws of the State of Ohio.
  - 6. A Certificate of Insurance with coverage as specified in the Supplementary General Conditions covering the period of time the work will be in progress.
  - 7. Other items identified in SECTION 00 0600 Project Forms, General Conditions AIA® Document A201, and SECTION 00 0800 Supplemental Conditions.

END OF SECTION 00 0100

SECTION 000300 - ACKNOWLEDGMENT OF ADDENDA

Bidder \_\_\_\_\_

I ACKNOWLEDGE THAT I HAVE, READ, AND TAKEN INTO ACCOUNT THE FOLLOWING  
ADDENDA:

Addendum No.

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SECTION 00 0411 - BID GUARANTEE AND CONTRACT BOND

(Section 153.571 Ohio Revised Code)

KNOW ALL MEN/WOMEN BY THESE PRESENT, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_(Name and Address)

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

\_\_\_\_\_ as Surety,

are hereby held and firmly bound unto the \_\_\_\_\_ as Oblige

in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_

\_\_\_\_\_ to undertake the project known as: \_\_\_\_\_

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

The penal sum referred to herein shall be the dollar amount of the principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

(If the above line is left blank, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the above named principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal will pay the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the obligee accepts the bid of the principal, and the principal within ten days after awarding the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID principal shall well and faithfully perform each and every condition of such contract; and indemnify the obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material suppliers and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing benefit of any material supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract of in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-In-Fact

SURETY COMPANY ADDRESS:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

SURETY AGENT'S ADDRESS:

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

## SECTION 00 6000 - PROJECT FORMS

### 1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement shall be used for this Project:

1. AIA® Document A101™ – 2017 " *Standard Form of Agreement Between Owner and Contractor.*"
  - a. The above document is hereby made a part of these contract documents. Copies of this standard document is available from:
    - 1) The American Institute of Architects, (800) 942-7732, <https://www.aiacontractdocs.org>;
    - 2) AIA Dayton, 5816 Daffodil Circle, P.O. Box 719, Dayton, Ohio 45449.
2. AIA® Document A201™ – 2017 *General Conditions of the Contract for Construction.*
3. Sample Documents of the above are included in this Section.
4. Refer also to Section 00 0800: Supplementary Conditions to A201

### 1.2 ADMINISTRATIVE FORMS

A. Preconstruction Forms:

1. Form of Performance Bond and Labor and Material Bond: AIA Document A312-2010 "Performance Bond and Payment Bond."
2. Form of Certificate of Insurance: AIA Document G715-1991 "Supplemental Attachment, ACORD Certificate of Insurance."

B. Information and Modification Forms:

1. Form for Requests for Information (RFIs): AIA Document G716-2004 "Request for Information (RFI)."
2. Form of Request for Proposal: AIA Document G709-2018 "Work Changes Proposal Request."
3. Change Order Form: AIA Document G701-2017 "Change Order."
4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G710-2017 "Architect's Supplemental Instructions" (ASI).
5. Form of Change Directive: AIA Document G714-2017 "Construction Change Directive."

C. Payment Forms:

1. Schedule of Values Form: AIA Document G703-1992 "Continuation Sheet."
2. Payment Application: AIA Document G702-1992/703-1992 "Application and Certificate for Payment and Continuation Sheet."
3. Form of Contractor's Affidavit: AIA Document G706-1994 "Contractor's Affidavit of Payment of Debts and Claims."
4. Form of Affidavit of Release of Liens: AIA Document G706A-1994 "Contractor's Affidavit of Payment of Release of Liens."
5. Form of Consent of Surety: AIA Document G707-1994 "Consent of Surety to Final Payment."

END OF DOCUMENT 006000

# DRAFT AIA® Document A101™ - 2017

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

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

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »

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

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

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

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

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



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

## TABLE OF ARTICLES

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

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

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

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

*(Check one of the following boxes.)*

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

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

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

#### § 3.3 Substantial Completion

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

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



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

[ « » ] By the following date: « »

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

Portion of Work	Substantial Completion Date
« »	« »

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

**ARTICLE 4 CONTRACT SUM**

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

**§ 4.2 Alternates**

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

Item	Price
« »	« »

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

Item	Price	Conditions for Acceptance
« »	« »	« »

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

Item	Price
« »	« »

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

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

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

« »

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

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

« »

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

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

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

« »

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

« »

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

« »

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

« »

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

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

## § 5.2 Final Payment

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

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

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

« »

## § 5.3 Interest

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

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

« » % « »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

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

« »

« »

<< >>  
<< >>

**§ 6.2 Binding Dispute Resolution**

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

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

<< >>

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

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

<< >>

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

**§ 8.2** The Owner’s representative:

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

<< >>  
<< >>  
<< >>  
<< >>  
<< >>  
<< >>

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

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

<< >>  
<< >>  
<< >>  
<< >>  
<< >>  
<< >>

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

§ 8.5 Insurance and Bonds

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

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

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

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

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

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

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

« »

[ « » ] The Sustainability Plan:

Title	Date	Pages

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

Document	Title	Date	Pages

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

« »

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

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

« »« »

\_\_\_\_\_  
(Printed name and title)

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

« »« »

\_\_\_\_\_  
(Printed name and title)

# DRAFT AIA® Document A201™ - 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<< >>  
<< >>

THE OWNER:

(Name, legal status and address)

<< >>< >>  
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >>< >>  
<< >>

### TABLE OF ARTICLES

- |    |  |
|----|--|
| 1  | GENERAL PROVISIONS                               |
| 2  | OWNER  |
| 3  | CONTRACTOR                                       |
| 4  | ARCHITECT  |
| 5  | SUBCONTRACTORS                                   |
| 6  | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7  | CHANGES IN THE WORK                              |
| 8  | TIME   |
| 9  | PAYMENTS AND COMPLETION                          |
| 10 | PROTECTION OF PERSONS AND PROPERTY               |
| 11 | INSURANCE AND BONDS                              |
| 12 | UNCOVERING AND CORRECTION OF WORK                |
| 13 | MISCELLANEOUS PROVISIONS                         |
| 14 | TERMINATION OR SUSPENSION OF THE CONTRACT        |
| 15 | CLAIMS AND DISPUTES                              |

#### ADDITIONS AND DELETIONS:

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

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

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

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

## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

**4.1.1**

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

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

**5.2**

## Basic Definitions

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

### Building Information Models Use and Reliance

**1.8**

Building Permit

3.7.1

## Capitalization

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

### Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4



Certificates of Inspection, Testing or Approval  
13.4.4  
Certificates of Insurance  
9.10.2  
**Change Orders**  
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,  
7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,  
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2  
**Change Orders**, Definition of  
**7.2.1**  
**CHANGES IN THE WORK**  
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,  
11.5  
**Claims**, Definition of  
**15.1.1**  
Claims, Notice of  
1.6.2, 15.1.3  
**CLAIMS AND DISPUTES**  
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4  
Claims and Timely Assertion of Claims  
15.4.1  
**Claims for Additional Cost**  
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**  
**Claims for Additional Time**  
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**  
**Concealed or Unknown Conditions, Claims for**  
**3.7.4**  
Claims for Damages  
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,  
11.3.2, 14.2.4, 15.1.7  
Claims Subject to Arbitration  
15.4.1  
**Cleaning Up**  
**3.15**, 6.3  
Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,  
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**  
**Commencement of the Work**, Definition of  
**8.1.2**  
**Communications**  
3.9.1, **4.2.4**  
Completion, Conditions Relating to  
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,  
9.10, 12.2, 14.1.2, 15.1.2  
**COMPLETION, PAYMENTS AND**  
**9**  
Completion, Substantial  
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,  
9.10.3, 12.2, 15.1.2  
Compliance with Laws  
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,  
13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,  
15.2.8, 15.4.2, 15.4.3  
Concealed or Unknown Conditions  
3.7.4, 4.2.8, 8.3.1, 10.3  
Conditions of the Contract  
1.1.1, 6.1.1, 6.1.4

Consent, Written  
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,  
15.4.4.2  
**Consolidation or Joinder**  
**15.4.4**  
**CONSTRUCTION BY OWNER OR BY**  
**SEPARATE CONTRACTORS**  
1.1.4, **6**  
**Construction Change Directive**, Definition of  
**7.3.1**  
**Construction Change Directives**  
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,  
**7.3**, 9.3.1.1  
Construction Schedules, Contractor's  
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2  
**Contingent Assignment of Subcontracts**  
**5.4**, 14.2.2.2  
**Continuing Contract Performance**  
**15.1.4**  
**Contract**, Definition of  
**1.1.2**  
**CONTRACT, TERMINATION OR**  
**SUSPENSION OF THE**  
5.4.1.1, 5.4.2, 11.5, **14**  
Contract Administration  
3.1.3, 4, 9.4, 9.5  
Contract Award and Execution, Conditions Relating  
to  
3.7.1, 3.10, 5.2, 6.1  
Contract Documents, Copies Furnished and Use of  
1.5.2, 2.3.6, 5.3  
**Contract Documents**, Definition of  
**1.1.1**  
**Contract Sum**  
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,  
**9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,  
12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**  
**Contract Sum**, Definition of  
**9.1**  
Contract Time  
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,  
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,  
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,  
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5  
**Contract Time**, Definition of  
8.1.1  
**CONTRACTOR**  
**3**  
Contractor, Definition of  
**3.1**, **6.1.2**  
**Contractor's Construction and Submittal**  
**Schedules**  
**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2  
Contractor's Employees  
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,  
10.2, 10.3, 11.3, 14.1, 14.2.1.1  
**Contractor's Liability Insurance**  
**11.1**

Contractor's Relationship with Separate Contractors and Owner's Forces  
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4  
Contractor's Relationship with Subcontractors  
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4  
Contractor's Relationship with the Architect  
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1  
Contractor's Representations  
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2  
Contractor's Responsibility for Those Performing the Work  
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8  
Contractor's Review of Contract Documents  
3.2  
Contractor's Right to Stop the Work  
2.2.2, 9.7  
Contractor's Right to Terminate the Contract  
14.1  
Contractor's Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3  
Contractor's Superintendent  
3.9, 10.2.6  
Contractor's Supervision and Construction Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4  
Coordination and Correlation  
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1  
Copies Furnished of Drawings and Specifications  
1.5, 2.3.6, 3.11  
Copyrights  
1.5, **3.17**  
Correction of Work  
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1  
**Correlation and Intent of the Contract Documents**  
**1.2**  
**Cost**, Definition of  
**7.3.4**  
Costs  
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14  
**Cutting and Patching**  
**3.14**, 6.2.5  
Damage to Construction of Owner or Separate Contractors  
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4  
Damage to the Work  
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4  
Damages, Claims for  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay  
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2  
**Date of Commencement of the Work**, Definition of  
**8.1.2**  
**Date of Substantial Completion**, Definition of  
**8.1.3**  
**Day**, Definition of  
**8.1.4**  
Decisions of the Architect  
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2  
**Decisions to Withhold Certification**  
9.4.1, **9.5**, 9.7, 14.1.1.3  
Defective or Nonconforming Work, Acceptance, Rejection and Correction of  
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1  
Definitions  
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1  
**Delays and Extensions of Time**  
**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5  
**Digital Data Use and Transmission**  
**1.7**  
Disputes  
6.3, 7.3.9, 15.1, 15.2  
**Documents and Samples at the Site**  
**3.11**  
**Drawings**, Definition of  
**1.1.5**  
Drawings and Specifications, Use and Ownership of  
3.11  
Effective Date of Insurance  
8.2.2  
**Emergencies**  
**10.4**, 14.1.1.2, **15.1.5**  
Employees, Contractor's  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1  
Equipment, Labor, or Materials  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4  
Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**  
**Failure of Payment**  
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2  
Faulty Work  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4

**GENERAL PROVISIONS**

**1**

**Governing Law**

**13.1**  
Guarantees (See Warranty)

**Hazardous Materials and Substances**  
10.2.4, **10.3**

Identification of Subcontractors and Suppliers  
5.2.1

**Indemnification**  
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

**Information and Services Required of the Owner**  
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,  
14.1.1.4, 14.1.4, 15.1.4

**Initial Decision**

**15.2**

**Initial Decision Maker, Definition of**  
1.1.8

Initial Decision Maker, Decisions  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

**Injury or Damage to Person or Property**  
**10.2.8**, 10.4

Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders  
1.1.1

Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

**Instruments of Service, Definition of**  
**1.1.7**

Insurance  
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

**11**  
Insurance, Notice of Cancellation or Expiration  
11.1.4, 11.2.3

**Insurance, Contractor's Liability**

**11.1**  
Insurance, Effective Date of  
8.2.2, 14.4.2

**Insurance, Owner's Liability**

**11.2**

**Insurance, Property**  
**10.2.5**, 11.2, 11.4, 11.5

Insurance, Stored Materials  
9.3.2

**INSURANCE AND BONDS**

**11**  
Insurance Companies, Consent to Partial Occupancy  
9.9.1

Insured loss, Adjustment and Settlement of  
11.5

Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13

**Interest**

**13.5**

**Interpretation**  
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written  
4.2.11, 4.2.12

Judgment on Final Award  
15.4.2

**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,  
10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes  
8.3.1

Laws and Regulations  
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,  
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,  
15.4

Liens  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of  
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability  
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,  
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,  
11.3, 12.2.5, 13.3.1

Limitations of Time  
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,  
15.1.2, 15.1.3, 15.1.5

**Materials, Hazardous**  
**10.2.4**, **10.3**

Materials, Labor, Equipment and  
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,  
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and  
Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

**Mediation**  
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,  
15.4.1.1

**Minor Changes in the Work**  
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

**MISCELLANEOUS PROVISIONS**

**13**

**Modifications, Definition of**

**1.1.1**  
Modifications to the Contract  
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,  
10.3.2

**Mutual Responsibility**  
**6.2**

## **Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,  
12.2

## **Notice**

**1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,  
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,  
8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,  
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,  
15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance  
11.1.4, 11.2.3

## **Notice of Claims**

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5,  
15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections  
13.4.1, 13.4.2

Observations, Contractor's  
3.2, 3.7.4

Occupancy  
2.3.1, 9.6.6, 9.8

Orders, Written  
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,  
14.3.1

## **OWNER**

**2**

**Owner, Definition of**  
**2.1.1**

**Owner, Evidence of Financial Arrangements**  
**2.2**, 13.2.2, 14.1.1.4

**Owner, Information and Services Required of the**  
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,  
13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority  
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,  
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,  
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,  
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,  
15.2.7

**Owner's Insurance**  
**11.2**

Owner's Relationship with Subcontractors  
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

**Owner's Right to Carry Out the Work**  
**2.5**, 14.2.2

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

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

**6.1**

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

Owner's Right to Suspend the Work  
14.3

Owner's Right to Terminate the Contract  
14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,  
5.3

**Partial Occupancy or Use**  
9.6.6, **9.9**

**Patching, Cutting and**  
**3.14**, 6.2.5

Patents  
3.17

**Payment, Applications for**  
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,  
14.2.3, 14.2.4, 14.4.3

**Payment, Certificates for**  
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,  
9.10.3, 14.1.1.3, 14.2.4

**Payment, Failure of**  
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final  
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

**Payment Bond, Performance Bond and**  
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

**Payments, Progress**  
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## **PAYMENTS AND COMPLETION**

**9**

Payments to Subcontractors  
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB  
10.3.1

**Performance Bond and Payment Bond**  
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

**Permits, Fees, Notices and Compliance with Laws**  
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

## **PERSONS AND PROPERTY, PROTECTION OF**

**10**

Polychlorinated Biphenyl  
10.3.1

**Product Data, Definition of**  
**3.12.2**

**Product Data and Samples, Shop Drawings**  
3.11, **3.12**, 4.2.7

**Progress and Completion**  
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

**Progress Payments**  
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

**Project, Definition of**  
**1.1.4**

Project Representatives  
4.2.10

**Property Insurance**  
10.2.5, **11.2**

**Proposal Requirements**  
1.1.1

## **PROTECTION OF PERSONS AND PROPERTY**

**10**

Regulations and Laws  
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,  
15.4  
Rejection of Work  
4.2.6, 12.2.1  
Releases and Waivers of Liens  
9.3.1, 9.10.2  
Representations  
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1  
Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1  
Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field  
Conditions by Contractor**  
3.2, 3.12.7, 6.1.3  
Review of Contractor's Submittals by Owner and  
Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
Review of Shop Drawings, Product Data and  
Samples by Contractor  
3.12  
**Rights and Remedies**  
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,  
12.2.4, 13.3, 14, 15.4  
**Royalties, Patents and Copyrights**  
3.17  
Rules and Notices for Arbitration  
15.4.1  
**Safety of Persons and Property**  
10.2, 10.4  
**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4  
**Samples, Definition of**  
3.12.3  
**Samples, Shop Drawings, Product Data and**  
3.11, 3.12, 4.2.7  
**Samples at the Site, Documents and**  
3.11  
**Schedule of Values**  
9.2, 9.3.1  
Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2  
Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
**Separate Contractors, Definition of**  
6.1.1  
**Shop Drawings, Definition of**  
3.12.1  
**Shop Drawings, Product Data and Samples**  
3.11, 3.12, 4.2.7  
**Site, Use of**  
3.13, 6.1.1, 6.2.1

Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4  
Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4  
Special Inspections and Testing  
4.2.6, 12.2.1, 13.4  
**Specifications, Definition of**  
1.1.6  
**Specifications**  
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14  
Statute of Limitations  
15.1.2, 15.4.1.1  
Stopping the Work  
2.2.2, 2.4, 9.7, 10.3, 14.1  
Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
**Subcontractor, Definition of**  
5.1.1  
**SUBCONTRACTORS**  
5  
Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,  
9.3.1.2, 9.6.7  
**Subcontractual Relations**  
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1  
Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,  
9.8, 9.9.1, 9.10.2, 9.10.3  
Submittal Schedule  
3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
6.1.1, 11.3  
**Substances, Hazardous**  
10.3  
**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,  
12.2, 15.1.2  
**Substantial Completion, Definition of**  
9.8.1  
Substitution of Subcontractors  
5.2.3, 5.2.4  
Substitution of Architect  
2.3.3  
Substitutions of Materials  
3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
5.1.2  
Subsurface Conditions  
3.7.4  
**Successors and Assigns**  
13.2  
**Superintendent**  
3.9, 10.2.6  
**Supervision and Construction Procedures**  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,  
7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

## Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

## Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

## Surety, Consent of

9.8.5, 9.10.2, 9.10.3

## Surveys

1.1.7, 2.3.4

## Suspension by the Owner for Convenience

### 14.3

#### Suspension of the Work

3.7.5, 5.4.2, 14.3

#### Suspension or Termination of the Contract

5.4.1.1, 14

## Taxes

3.6, 3.8.2.1, 7.3.4.4

## Termination by the Contractor

14.1, 15.1.7

## Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

## Termination by the Owner for Convenience

### 14.4

#### Termination of the Architect

2.3.3

#### Termination of the Contractor Employment

14.2.2

## TERMINATION OR SUSPENSION OF THE CONTRACT

### 14

#### Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

## TIME

### 8

#### Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

#### Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

## Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

## Title to Work

9.3.2, 9.3.3

## UNCOVERING AND CORRECTION OF WORK

### 12

#### Uncovering of Work

##### 12.1

###### Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

###### Unit Prices

7.3.3.2, 9.1.2

###### Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

## Use of Site

3.13, 6.1.1, 6.2.1

## Values, Schedule of

9.2, 9.3.1

#### Waiver of Claims by the Architect

13.3.2

#### Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

#### Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

#### Waiver of Consequential Damages

14.2.4, 15.1.7

#### Waiver of Liens

9.3, 9.10.2, 9.10.4

## Waivers of Subrogation

6.1.1, 11.3

## Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

## Weather Delays

8.3, 15.1.6.2

## Work, Definition of

### 1.1.3

#### Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

#### Written Interpretations

4.2.11, 4.2.12

#### Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1



## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

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

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

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or



relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

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

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

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

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

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

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

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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

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

### § 3.11 Documents and Samples at the Site

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

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

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

### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

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



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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

### § 6.2 Mutual Responsibility

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

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

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

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

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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



## § 8.2 Progress and Completion

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

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

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

## § 8.3 Delays and Extensions of Time

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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

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

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

#### § 9.4 Certificates for Payment

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

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

#### § 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

#### § 9.6 Progress Payments

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

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

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

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

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

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

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

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



## § 9.7 Failure of Payment

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

## § 9.8 Substantial Completion

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

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

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

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

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

## § 9.9 Partial Occupancy or Use

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

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

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

## § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

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

#### § 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

#### § 10.4 Emergencies

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

### ARTICLE 11 INSURANCE AND BONDS

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

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

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

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

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



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

## § 11.2 Owner's Insurance

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

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

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

## § 11.3 Waivers of Subrogation

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

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

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

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

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

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

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

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

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

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

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

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

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

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

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

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

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

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

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

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

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

### § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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



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

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

#### **§ 15.1.2 Time Limits on Claims**

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

#### **§ 15.1.3 Notice of Claims**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## § 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

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

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

### § 15.4.4 Consolidation or Joinder

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

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

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

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



SECTION 00 0610 - CONTRACT PERFORMANCE AND PAYMENT BOND  
(Ohio Revised Code 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned (“Contractor”) as principal and \_\_\_\_\_ as sureties, are hereby held and firmly bound unto The City of Sidney, as obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, enter into a contract with The City of Sidney, for New Construction of Fire Station 2, which said contract is made a part of this part bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in carrying forward, performing, or completing of said contract; and shall keep the work in repair for a period of one year after the date of final acceptance of the Work as described herein above, and shall indemnify, save and hold harmless the Owner from all liens, charges, losses, costs, and damages of every kind and nature whatsoever, including damages to property and persons caused by the acts of negligence of said Contractor and/or deficiencies in materials; we agreeing and assenting that this undertaking shall be for the benefit of any material suppliers or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, material suppliers, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, material supplier, or laborer having a just claim, a swell as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that, upon receiving written notice from the Owner that the principal has failed to perform the things agreed by it to be done according to the terms of the Contract, or to pay lawful claims of subcontractors, material suppliers and laborers, then the surety shall assume the performance of these things and make such payments in lieu of the principal; and shall undertake to do so within ten days of receipt of written notice from the Owner. The said surety hereby stipulates and agrees that it understands the usual case in work of the class included in the Contract to be completing the Contract and paying lawful claims is likely to exceed the remaining monies due under the Contract. The surety further stipulates and agrees that its obligation includes the complete performance of all remaining items under the Contract and the payment of all lawful claims for labor performed and materials furnished in the Contract, without regard to the amount of remaining monies due under the Contract.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond. The surety further stipulates that it is authorized to

execute bonds in the State of Ohio and that the liability incurred is within the limits of Section 3929.02 of the Revised Code.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(PRINCIPAL) (Seal)

By \_\_\_\_\_

It's \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(SURETY) (Seal)

By \_\_\_\_\_

It's \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(NAME OF SURETY'S AGENT)

Surety Agent's Address: \_\_\_\_\_

\_\_\_\_\_  
Surety Agent's Telephone Number \_\_\_\_\_

Surety Agent's Email Address \_\_\_\_\_

SECTION 00 8000 - SUPPLEMENTARY CONDITIONS FOR A201 - 2017

PART 1: GENERAL

1.1 GENERAL REQUIREMENTS

- A. This section contains modifications and conditions to the "General Conditions of the Contract for Construction" Document A201-2007, Articles 1-15. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.2 MODIFICATIONS

**ARTICLE 1 - GENERAL PROVISIONS**

- A. Delete Paragraph 1.1.1 and replace with the following Paragraph:

**1.1.1** The Contract Documents consist of the Certification Page, Notice to Bidders, Instructions to Bidders, Substitution Request Form, Bid Proposal Form, Bid Guaranty and Contract Bond, Non-Collusion Affidavit, Tax Compliance Affidavit, Contract Performance and Payment Bond, Certificate of Insurance, CAD Agreement and Waiver, Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract for Construction (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.

- B. Add the following Subparagraph 1.1.3.1 to Paragraph 1.1.3.

**1.1.3.1** The Contractor Acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the work and include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes, and professional standards.

- C. Add the following Subparagraph 1.1.9 Definitions

**1.1.9.1** Approved Equal

An Approved Equal is an item approved by the Architect as meeting the level of quality specified for the product for which the equal is proposed. An Approved Equal shall become a Standard, as defined in the Instructions to Bidders, upon acceptance by the Architect and approval by the Owner.



#### 1.1.9.2 Addendum

An Addendum is a letter or form clarifying, amending or interpreting the Contract Documents issued before the receipt of bids.

#### 1.1.9.3 Products

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

#### 1.1.9.4 Furnish Or Supply

To furnish or supply is to supply and deliver to the Project site, unload, and inspect for damage in preparation for assembly, installation, and similar operations.

#### 1.1.9.5 Install

To install is to unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, or other operations necessary for the incorporation of materials and equipment into the Project ready to use.

#### 1.1.9.6 Provide

To provide is to furnish and install, complete and ready for the intended use, and pay all costs in connection therewith.

#### 1.1.9.7 Contractor

The term "Contractor" shall refer to each Contractor with which the Owner has entered into a written agreement for Work related to the Project and shall apply to each such Contractor, unless a reference is made to a specific Contractor by trade.

#### 1.1.9.8 Project Time Schedule

The term "Project Time Schedule" refers to the schedule prepared by the General Trades Contractor for the Project as provided in Paragraph 3.10 that incorporates the individual Contractor schedules for Work and the milestones identified in the Contract Documents.

#### 1.1.9.9 Bond

The term "Bond" refers to the Contract Bond included in the Contract Documents, furnished by the Contractor and the Contractor's surety to provide assurance that the Contractor will perform the Contract and make the required payments. The Bond can be provided in the form of either (1) the Bid Guaranty and Contract Bond or (2) the Contract Performance and Payment Bond, if the Contractor provided a separate bid guaranty.

#### 1.1.9.10 Claim Affidavit

The term "Claim Affidavit" refers to the sworn documents containing a claim on funds that are due to a Contractor, created by statute in favor of a person or entity supplying labor, materials, or services for the value of the labor, materials, or services supplied.

- D. Add the following Paragraph 1.2.4 to Section 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:

**1.2.4** In the case of an inconsistency between Drawings and Specifications or within any Contract Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation at no additional cost.

- E. Add the following language to Paragraph 1.5.2

Prior to execution of the Agreement, the Contractor acknowledges and represents that it and each Subcontractor evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation: (i) the location, condition, layout, and nature of the Project site and surrounding areas; (ii) general prevailing climatic conditions; (iii) anticipated labor supply and costs; (iv) availability and cost of materials, tools, and equipment; and (v) other similar issues. The Owner and the Architect assume no responsibility or liability for physical condition or safety of the areas of the Project site that is under the control of any one or more of the Contractors or that is part of the Work. Except as set forth in Paragraph 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements and representations of this subparagraph.

- F. Add the following Paragraphs 1.5.3, and Subparagraphs 1.5.3.1 through 1.5.3.3 to Section 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE:

**1.5.3 Contractor's Use of Instruments of Service in Electronic Form.**

1.5.3.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulative electronic operations involving computers.

1.5.3.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior written consent of the Architect.

1.5.3.3 The Contractor shall complete the CAD Agreement and Waiver for use of computer generated electronic files.

**ARTICLE 2 - OWNER**

- A. Add Subparagraphs 2.1.3 to Section 2.1 GENERAL:

**2.1.3** In no event shall the Owner, or the Architect have control over, charge of, or any responsibility for construction means, manners, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner or the Architect in the Contract Documents.

B. Change Paragraph 2.4 as follows:

**2.4** Delete the text “except to the extent required by Section 6.1.3” at the end of Paragraph 2.4 and add at the end of this subparagraph the following text “This right shall be in addition to, and not in limitation of, the Owner’s rights under Section 12.2.

C. Delete Paragraph 2.5 and replace with the following Paragraph:

**2.5** If the Contractor defaults or neglects to carry out the Work in any respect in accordance with the Contract Documents and fails to commence to correct such default or neglect within 48 hours after written notice thereof from the Architect or the Owner (except such period shall be 7 days if the notice is given after final payment), thereafter fails to use its best efforts to correct such default or neglect to the satisfaction of the Owner and Architect, or except where an extension of time is granted in writing by the Owner, fails to correct such default or neglect within 30 days of such notice to the satisfaction of the Architect and the Owner, then the Owner may, upon written notice to the Contractor and without prejudice to other remedies the Owner may have, make good such deficiencies; provided that if such default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence to correct such default or neglect upon receipt of written or oral notice thereof. If the notice is given before final payment, an appropriate Change Order shall be issued deducting from the payment then or thereafter due the Contractor the costs of correcting such deficiencies, including compensation for the Architect’s additional services made necessary by such default, neglect, or failure and the Owner’s administrative and legal expense, including the time of the Owner’s personnel in dealing with such default. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

### **ARTICLE 3 – CONTRACTOR**

A. Delete Paragraph 3.1.2 and replace with the following Paragraph:

**3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents and shall comply with all applicable Federal, State and Local codes, statutes, ordinances, and regulations in the performance of the Work on the Project.

B. Add Paragraphs 3.1.4 to Section 3.1 GENERAL

**3.1.4** Any requirements that obligated the Contractor shall be required for each Subcontractor and material supplier to the Contractor. The Owner shall not be responsible for any term of the Contract between the Contractor and any Subcontractor or material supplier that is inconsistent with the provisions of the Contract Documents.

C. Add the following Subparagraphs 3.2.1.1 through 3.2.1.5 to Paragraph 3.2.1

**3.2.1.1** Where there is a conflict in or between the Drawings and Specification, the Contractor shall be deemed to have estimated the most expensive method of doing the Work and the largest quantity of materials and time required. Only changes or interpretations covered by Addenda or written from the Architect will be permitted during construction of the Work.

**3.2.1.2** The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other Contractors, is not guaranteed by the Architect or by the Owner. No compensation will be allowed because of differences between actual measurements and/or elevations and dimension and/or elevations indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the Work site.

**3.2.1.3** The Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, the Contractor shall verify at the site, all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor at no additional cost to the Owner.

**3.2.1.4** Mechanical and Electrical Drawings are diagrammatic only. Actual work involved shall be installed from approved shop drawings with all measurements obtained at the Work site.

**3.2.1.5** Dimensions that are lacking shall be obtained from the Architect. **IN NO CASE SHALL DRAWINGS BE SCALED.** Large scale and full-size drawings shall be followed in preference to small-scale drawings, and figured dimensions rather than scale.

D. Add the following Paragraph 3.2.5 to Section 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

**3.2.5** The Contractor shall provide all items, articles, materials, operations, or methods listed, required to be furnished or accomplished by reason of the Drawings or any of the other Contract Documents, including all labor, materials, equipment, and incidentals required or necessary for their completion.

E. Add the following Paragraphs 3.3.4 through 3.3.6 to Section 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

**3.3.4** The Contractor shall maintain at the Project site and accessible to the Architect, Owner and any of the Contractors; the official set of Drawings and Specifications stamped approved by the State Building Official, and a copy of the Drawings and Specifications.

**3.3.5** Daily Construction Report. The Contractor shall maintain on a daily basis a report, in form satisfactory to the Architect and Owner, that includes Project-related information, including but not limited, number of workers on site for the Contractor, identification of equipment for the Contractor, description of the Work accomplished by the Contractor on that day, a description of problems encountered by the Contractor, and other similar relevant Project data.

**3.3.6** The Contractor shall keep an accurate record of all approved changes made to the Drawings to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines.

F. Delete Paragraph 3.4.3 and replace with the following Paragraph:

**3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. If the Owner or Architect deems any employee of the Contractor or a Subcontractor unsatisfactory, the Contractor will transfer or require its Subcontractor to transfer such employee from the Project immediately. Employees shall be properly and completely clothed while working. Bare torsos, legs and feet will not be allowed. Possession or consumption of alcoholic beverages or drugs, tobacco or other noxious behavior on the site is strictly prohibited. Radios, music players, or any unnecessary noise of any kind is strictly prohibited. Smoking is not permitted on the project site or within the buildings. Firearms or weapons of any type are not permitted on the project site. Pornographic or sexually suggestive materials are not permitted on the project site. Violators of any of these rules and regulations shall be promptly removed from the site.

G. Add Subparagraph 3.5.3 and 3.5.4 to Paragraph 3.5:

**3.5.3** In addition to other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- .1 The Owner will have good title to the Work, and materials and equipment incorporated into the Work will be new.
- .2 The work and materials and equipment incorporated into the work will be free from defects, including defects in the workmanship or materials.

- .3 The work and equipment incorporated into the Work will be fit for the purpose for which they are intended.
- .4 The Work and materials and equipment incorporated into the work will be merchantable.
- .5 The Work and materials and equipment incorporated into the Work will conform to the Contract Documents.

**3.5.4** Upon notice of the breach of the foregoing warranties or guarantees or other warranties or guarantees under the Contract Documents, the Contractor, in addition to other requirements in the Contract Documents, will commence to correct such breach and damages resulting therefrom within 48 hours after written notice thereof, thereafter will use its best efforts to correct such breach and damage to the satisfaction of the Owner and except where an extension of time is granted in writing by the Owner, correct such breach and damage to the satisfaction of the Owner within 30 days of such notice; if such notice is given after final payment hereunder, such 48 hour period shall be extended to 7 days. If the Contractor fails to commence to correct such breach and damage, or correct such breach and damage as provided above, the Owner, upon written notice to the Contractor and without prejudice to its other written notice to the Contractor and without prejudice to his/her other rights or remedies, may correct the deficiencies. The Contractor upon written notice to the Owner shall pay the Owner, within 10 days after the date of such notice, the Owner's costs and expenses incurred in connection with such correction, including without limitation the Owner's administrative and legal expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and termination of the Contract.

H. Add Subparagraph 3.6.1 and 3.6.2 to Paragraph 3.6:

**3.6.1** Materials purchased for use or consumption in connection with the proposed work will be exempt from the State of Ohio Sales Tax as provided in Section 5739.02 of the Revised Code of Ohio and also from the State of Ohio Use Tax, Section 5741.01.

**3.6.2** Purchases by the Contractor of expendable items such as form lumber, tools, oils, grease, fuel or equipment rentals, are subject to the application of the Ohio Sales or Use Tax.

I. Delete Paragraph 3.7.1 and replace with the following Paragraph and Subparagraphs 3.7.1.1 and 3.7.1.2:

**3.7.1** The Contractor shall secure and pay for all building permits and governmental fees, licenses and inspections necessary for proper execution of and completion of the Contract, legally required when the bids are received or negotiations concluded

**3.7.1.1** The Contractor is cautioned to pursue and verify exact costs of permits and licenses, include specific costs in the bid, and procure permits and licenses in an expeditious manner to avoid fee increases. No additional costs or change orders will be permitted because of casual or

approximated fees, or escalation of fees occurring after the award of the Contract.

**3.7.1.2** Compliance with Demolition Laws. The Contractor will, at the Contractor's expense, fully comply with all statutes and regulations regarding notification and disposal of construction and demolition debris, including all Federal, State, and local laws and regulations.

J. Add the following Paragraphs 3.9.4 and 3.9.5 to Section 3.9 - SUPERINTENDENT

**3.9.4** The Contractor's superintendent shall be on the project at all times when work is being done. Immediately after the award of the Contract, the Contractor shall submit an outline experience record of the intended Project Superintendent in order that the Architect may review his/her qualifications.

**3.9.5** Until completion and acceptance of the work, Contractor shall not change or remove the superintendent except with the consent or direction of the Architect. If the Contractor proposes to change or remove the superintendent, the Contractor shall submit to the Architect a written request for the termination or change, including the justification for the termination or change, the name and qualifications for the proposed replacement, and the time frame within which the replacement is proposed to take place. The Contractor shall promptly provide any related additional information the Architect or Owner requests.

K. Delete Paragraph 3.10.3 and replace with the following Paragraphs 3.10.3 and 3.10.4:

**3.10.3** Use the Project Time Schedule to plan, organize, and execute the Work, record and report actual performance and progress, and show how the Contractor plans to coordinate all remaining Work by the dates for Substantial Completion and close-out of the Contracts. The Contractor shall monitor the progress of the Work for conformance with the Project Time Schedule and initiate revisions to the Project Time Schedule, required by the Contract Documents.

**3.10.4** The Contractor shall perform the Work in general accordance with the most recent Project Time Schedule. The periods of time in the approved Project Time Schedule and the dates for substantial completion and project closeout contained therein are of the essence to this contract. The contractor shall prosecute its work in accordance with the Project Time Schedule, including any amendments thereto and specifically including the milestone dates included therein when applicable to the Contractor's Work.

L. Delete Paragraph 3.18.1 and replace with the following Paragraph and Subparagraphs 3.18.1.1 and 3.18.1.2:

**3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect, their respective officers, consultants, agents and employees, in both individual and official capacities, from and against all claims, damages, losses and expenses direct, indirect or consequential arising out of or resulting from the Work

**3.18.1.1** In the event of any such injury, including death, loss, damage, or claims therefore, the Contractor shall give prompt notice thereof to the Owner.

**3.18.1.2** This provision is intended to be, and shall be construed, as consistent with, and not in conflict with [Section 2305.31, ORC](#).

M. Add the following Paragraph 3.18.3 to Section 3.18 INDEMNIFICATION:

**3.18.2** The Contractor's indemnity obligations under this Paragraph 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses, (including, without limitation, reasonable attorney fees), and punitive damaged (if any) arising out of, or in connection with any: (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of the Work by the Contractor, a subcontractor, or any person or entity for whom either is responsible; (ii) means, manners, methods, procedures, techniques or sequences of execution or performance of the Work; and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for which either is responsible.

**ARTICLE 4 - ARCHITECT**

A. Subparagraph 4.1 - "ARCHITECT"

Shall mean: Freytag & Associates, Inc.

B. Add the following Subparagraph 4.2.2.1 to Paragraph 4.2.2:

**4.2.2.1** Progressive on-site evaluations do not constitute progressive acceptance of the work. Acceptance shall be by specific reference and not by inference.

C. Add the following Subparagraphs 4.2.15, 4.2.16, and 4.2.17 to Paragraph 4.2:

**4.2.15** No adjustment in the Contract Time or the Contract Sum shall be permitted; however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's: (i) prior inspections, tests, reviews, and preconstruction services for the Project; or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project. No part of the Contract Documents shall be



deemed to show actual or anticipated subsurface or concealed physical conditions or are to be relied upon by the Contractor as permitting any particular means, method, or manner of construction. No adjustment in the Contract Sum will be permitted for time extensions.

**4.2.16** The Owner shall not be required to compensate the Contractor for accelerating its Work so that the Contractor's Work is complete by any Milestone Dates or the date of Substantial Completion as established in the Project Time Schedule. The Contractor agrees that it is responsible for any acceleration of the Work required to meet a Milestone Date to achieve Substantial Completion, as established in the Project Time Schedule, and for any loss of productivity and/or weather protection, additional supervision, general conditions, home office overhead, additional equipment costs, and/or other costs or activities associated with such acceleration.

**4.2.17** If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. The Contractor's Claim shall provide the following information so that a timely response may be made to minimize any resulting damage, injury or expense.

- .1 Nature of the interference, disruption, hindrance, or delay;
- .2 The identification of persons, or entities, and events responsible for the interference, disruption, hindrance, or delay;
- .3 Date (or anticipated date) of commencement of the interference, disruption, hindrance, or delay.
- .4 Activities on the Project Time Schedule that may be affected by the interference, disruption, hindrance, or delay, or new activities created by the interference, disruption, hindrance, or delay and the relationship with existing activities;
- .5 The anticipated duration of the interference, disruption, hindrance, or delay and any remobilization period;
- .6 Specific number of days of extension requested and specific number of days for remobilization requested; and
- .7 Recommended action to avoid or minimize any future interference, disruption, hindrance, or delay.

## **ARTICLE 5 - SUBCONTRACTORS**

- A. Delete Paragraph 5.2.1 and replace with the following Paragraph:

**5.2.1** Prior to award of Contracts and within seven (7) days of notice of award, the Contractor shall furnish in writing to the Owner, through the Architect, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work. The Architect will reply within (7) days of receipt of said names to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply within (7) days shall constitute notice of no reasonable objection.

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

A. Delete Paragraph 7.1.1 and replace with the following Paragraph:

**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. When a Bulletin or Proposal Request is issued to the Contractor requesting cost for proposed changes in the Work, the Contractor shall submit an **ITEMIZED COST BREAKDOWN** on Work involved, including costs for identified materials, labor utilization, overhead and profit, supervision, additional storage of equipment and material (if applicable), additional insurance coverage and the payment and performance bond required by the Contract Documents, additional equipment leased or rented from non-affiliates (but not equipment owned by the Contractor or his affiliates) and additional expenses for the on-site project office for the rental of the office, basic phone service, gas, water, and electricity. Overhead and profit shall be limited to the percentages included in item .6 of Subparagraph 7.3.6. The Bulletin or Proposal Request, if accepted by the Owner, in whole or in part, will subsequently be incorporated into the Work, to the extent accepted, by a Change Order. **LUMP SUM ESTIMATES WILL BE REJECTED UPON SUBMITTAL.**

B. Add Subparagraph 7.3.4.6 to Paragraph 7.3.4

**7.3.4.6** The allowance for the combined Overhead and Profit, included in the total price to the Owner, shall be based on the following schedule: (1) 12% for changes up to and including \$5,000; (2) 10% for changes up to and including \$10,000; (3) 8% for changes up to and including \$20,000; and 6% for changes in excess of \$20,000.

## **ARTICLE 8 - TIME**

A. Delete Paragraph 8.1.2 and replace with the following Paragraph:

**8.1.2** The date of commencement of the Work is the effective date established by the Notice to Proceed given by the Owner.

- B. Delete Paragraph 8.1.4 and replace with the following Paragraph:

**8.1.4.** The term "day" as used in the Contract Documents shall mean working day, - excluding weekends and legal holidays.

## **ARTICLE 9 - PAYMENTS AND COMPLETION**

- A. Add the following sentence to Paragraph 9.3.1 - "APPLICATIONS FOR PAYMENT"

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

- B. Add the following Subparagraphs 9.3.1.3 and 9.3.1.4 to Paragraph 9.3.1:

**9.3.1.3** Payments for Labor incorporated into the Work will be at the rate of 92% of the amount set forth in each Contractor's payment application and approved by the Architect until the Work is 50% complete. When the Work is 50% complete, the payment for labor incorporated into the Work will be at the rate of 100% of the amount set forth in the Contractor's payment application and approved by the Architect. Retained percentage shall be paid to each Contractor, along with the Final Payment, at the completion of the entire Contract, and subject to provisions of Final Completion. The total Labor retained for each Contractor shall be calculated based upon 4% of the total Labor amount of each Contract.

**9.3.1.4** Payments for materials and equipment will be paid at the rate of 92% of the invoice cost (not to exceed the bid price of any unit prices) of materials and equipment delivered to the Project Site or other storage site approved by the Architect. The balance of the invoice value shall be paid when the materials or equipment are incorporated into the Work.

- C. Add the following Subparagraph 9.3.2.1 to Paragraph 9.3.2:

**9.3.2.1** Payments will be made for materials stored off the site, when it is deemed desirable by the Architect and provided the Contractor furnishes to the Owner the following:

1. A list of materials consigned to the Project, giving place of storage, together with copies of invoices, and reason material cannot be delivered.
2. Certification that all items are tagged for delivery to the project and that they will not be used for any other purpose.
3. A letter from the Contractor's surety bonding company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of their responsibility to complete the Project.

4. Evidence of adequate insurance covering the value of the material in storage and in transit to the site, which shall name the Owner as additional insured.
5. Evidence that the Architect has visited the Contractor's place of storage and found that all the materials set forth in the payment request and represented to be stored off-site are stored at the place of storage. (Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.)
6. Subsequent Pay Requests shall itemize the materials and costs, approved on previous pay requests and remain in off-site storage.

D. Add the following sentence to Paragraph 9.3.3:

It is hereby agreed between the Owner and the Contractor that each properly executed "Application and Certificate for Payment" (AIA Document G702 and Continuation Sheet G703) is a valid lien release, as stated on the form, and the Contractor, thereby, indemnifies the Owner in accordance with Article 9 of the General Conditions.

E. Add the following Paragraph 9.3.4. to Section 9.3 APPLICATION FOR PAYMENT:

**9.3.4** On Contracts totaling \$15,000.00 or more, an escrow account shall be established in a financial institution, as escrow agent, selected by the Owner at the time Contracts are executed. The establishing of and operation of the escrow account shall be in compliance with the requirements of [Ohio Revised Code, Sections 153.13 and 153.63](#).

F. Delete Subparagraphs .1 through .7 of Paragraph 9.5.1 and replace with the following Subparagraphs .1 through .9:

- .1 The Contractor is in default of the performance of any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; and failure to follow the directions of or instructions from the Architect or the Owner;
- .2 The Contractor is in default of the performance of any of its obligations under another contract that it has with the Owner;
- .3 The filing of third party claims, including claims of other contractors, or reasonable evidence that third party claims have been or will be filed;
- .4 The Work has not proceeded to the extent set forth in the Application for Payment.
- .5 Any representations made by the Contractor are untrue;
- .6 The failure of the Contractor to make payments to its Subcontractors, material suppliers, or laborers;
- .7 Damage to the Owner's property or the property of another Contractor or person.

- .8 The determination by the Architect that there is a substantial possibility that the work cannot be completed by the unpaid balance of the Contract Sum; and/or
- .9 Liens filed or reasonable evidence indicating the probable filing of such liens

G. Add the following Subparagraphs 9.10.2.1 and 9.10.2.2 to Paragraph 9.10.2:

**9.10.2.1** The final Application for Payment shall be itemized and the Contractor shall ensure that the final Application for Payment transmitted to the Architect is accompanied by the following documents, if not previously delivered to the Architect:

- .1 Certificate of Substantial Completion (signed and dated);
- .2 Final Punch List (prepared by the Architect);
- .3 Affidavits and Waivers of Lien Claims of the Contractor, all Subcontractors and material suppliers;
- .4 Consent of Surety for release of final payment;
- .5 Certificate of Occupancy;
- .6 Inspection certificates required, such as Pressure Piping, Elevator, Boiler, Electrical, etc.;
- .7 Letter of Approval for fire suppression system;
- .8 Operating and maintenance manuals, organized into suitable sets of manageable size. Indexed data bound in individual binders, with pocket folders for folded sheet information, and appropriate identification shall be marked on the front and the spine of each binder;
- .9 Neatly and accurately marked sets of As-Built Drawings and other Contract Documents reflecting the actual construction of the Project;
- .10 Reproducible detailed Drawings reflecting the exact location of any concealed utilities, mechanical, or electrical systems and components;
- .11 Evidence that all the punch-list items have been completed;
- .12 Original Certificate of Plan Approval, signed and dated;
- .13 Assignment to the Owner of all Warranties and Guaranties, including the most recent address and telephone number of any Subcontractor, material suppliers, or manufacturers;
- .14 Final certified payroll reports;

.15 An affidavit to certify that the Contractor has complied with all requirements of [Chapter 4115, Ohio Revised Code](#); and

.16 Other documents required by the Contract Documents.

**9.10.2.2** Upon completion of the Work, the Contractor shall organize the As-Built Drawings into manageable sets, bind the sets with durable paper cover sheets, certify to the accuracy of the As-Built Drawings by signature thereon, and deliver the As-Built Drawings to the Architect.

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

A. Add the following Subparagraph 10.1.1 to Section 10.1:

**10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract including compliance with OSHA and other state and federal regulations applicable to the Work. The Contractor's safety program shall be written and a copy maintained at the Project site for inspection, upon request. Neither the Owner nor Architect has any responsibility or liability for the safety of the Contractor's employees or for managing the Contractor's safety program.

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

A. Refer to the **CONTRACT SECURITY & INSURANCE** document included as an attachment in the **Bid Express** information for this project:

## **ARTICLE 15 CLAIMS AND DISPUTES**

A. Delete Paragraph 15.2.1 and replace with the following Paragraph:

**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 pursue 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 initiate litigation. 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

B. Delete the last sentence of Paragraph 15.2.5 and replace with the following Sentence:

The initial decision shall be final and binding on the parties but subject to litigation.

C. Delete Paragraph 15.2.6 and replace with the following Paragraph.

**15.2.6** Either party may file a lawsuit at any time.

D. Delete Paragraph 15.2.6.1.

E. Delete Section 15.3 Mediation in its entirety.

F. Delete Section 15.4 Arbitration in its entirety.

### 1.3 GENERAL NOTES

#### A. DRAWINGS AND SPECIFICATIONS

All inquiries shall be directed to the Architect only. Certain specifications and certain of the other Contract Documents, including these Supplementary Conditions, are of the simplified type and include incomplete sentences. Omissions of words or phrases, such as, "the Contractor shall", "in conformity therewith", "shall be", "as noted", "a", "an", "the", and "all" are intentional. Omitted words shall be supplied by inference in the same manner as they are when a note occurs on the drawings. Words "shall be" or "shall", shall be supplied in inference particularly when a colon is used within sentences or phrases.

References to technical societies, organizations, or documents are made in these specifications in accordance with the following abbreviations:

AIA	American Institute of Architects
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ASTM	American Society of Testing Materials
AWSC	American Welding Society Code
FS	Federal Specifications

#### B. CONTRACTOR NOTES

The normal job working hours shall be established by the General Contractor and approved by the Owner.

During established working hours it shall be the responsibility of all Prime Contractors and their Subcontractors to provide all necessary skilled craftsmen as to cause no delays to any phase of construction.

The Contractor shall place orders for materials and equipment to be employed in the work, other than those herein designated to be furnished by the Owner, as soon as possible after the award of the Contract.

C. CONTRACTOR'S TITLE TO MATERIAL

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims, or encumbrances.

D. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance or Payment Bond.

E. ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

F. ARCHITECT'S OBSERVATION

The Architect and his representatives shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

If the Specifications, the Architect's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect timely notice of its readiness for inspection and if the inspection is by another authority than the Architect, of the date fixed for such inspection.

Re-examination of questioned work may be ordered by the Architect and if so ordered the work must be uncovered by the Contractor. If such work was found in accordance with the Contract Documents, the Owner shall pay for the cost of reexamination and replacement. If such work was found not in accordance with the Contract Documents, the Contractor shall pay the cost of re-examination and replacement.

G. ALTERATIONS

In giving instructions, the Architect shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the building, but otherwise, except in an emergency endangering life or property, no



extra work or change shall be made unless in pursuance of a written order from the Owner signed or countersigned by the Architect, or a written order from the Architect stating that the Owner has authorized the extra work or change, and no claims for an addition to the Contract Sum will be valid unless so ordered.

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he shall give the Architect written notice within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work.

#### H. USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his laborers to limits indicated by laws, ordinances, permits or directions of the Architect and shall not unreasonably encumber the premises with materials. Damage to roads or other features of the grounds, resulting from hauling, storage of materials or other activity connected with the Work shall be repaired and paid for by the Contractor concerned, to the satisfaction of the Architect.

#### I. GUARANTEE

The Contractor shall guarantee workmanship and materials for one year from the date of acceptance by the Architect and shall leave the Work in perfect order at completion.

Should defects develop within the guarantee period, the Contractor shall, upon written notice of same, remedy the defects, at his/her own cost and expense, and reimburse the Owner for all damages to other work, whether caused by the defects or the work of correcting same, the Performance Bond furnished by the Contractor as part of this contract shall remain in effect until the expiration of the guarantee period as assurance of the Contractor's obligation to meet the guarantee herein stipulated.

#### J. EQUAL OPPORTUNITY

The prohibitions against discrimination and intimidation on account of race, creed, or color, and the provisions as to forfeitures to be applied in the event of violation of Contract terms regarding same, [as contained in Sections 153.59 and 153.60, and Sections 4112.01 through 4112.99, inclusive, of the Ohio Revised Code](#), shall apply to all Contracts entered into in conjunction with the work.

END OF SECTION 000800

## SECTION 072419 - EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Exterior insulation and finish system (EIFS).
  - 1. EIFS-clad soffit assemblies that are field applied over substrate.
  - 2. Water-resistive barrier coatings.

#### 1.2 DEFINITIONS

- A. Definitions in ASTM E2110 apply to Work of this Section.
- B. EIFS: Exterior insulation and finish system(s).
- C. IBC: International Building Code.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each EIFS component, trim, and accessory, including water-resistive barrier coatings.
- B. Shop Drawings:
  - 1. Include details for EIFS terminations.
- C. Samples for Initial Selection: For each type of finish-coat color and texture indicated.
  - 1. Include similar Samples of exposed accessories involving color selection.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Manufacturer Certificates: Signed by EIFS manufacturer, certifying the following:
  - 1. EIFS complies with requirements.
  - 2. Substrates to which EIFS is indicated to be attached are acceptable to EIFS manufacturer.

3. Accessory products installed with EIFS, including joint sealants, whether or not furnished by EIFS manufacturer and whether or not specified in this Section, are acceptable to EIFS manufacturer.

C. Product Test Reports: For each EIFS assembly and component, and for water-resistive barrier coatings, for tests performed by a qualified testing agency.

D. Field quality-control reports.

E. Sample Warranty: For manufacturer's special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For EIFS to include in maintenance manuals.

#### 1.7 QUALITY ASSURANCE

A. Installer Qualifications: An installer who is certified in writing by AWCI International as qualified to install Class PB EIFS using trained workers.

B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, to set quality standards for materials and execution, and to set quality standards for fabrication and installation.

1. Build mockup of typical wall area as shown on Drawings.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original, unopened packages with manufacturers' labels intact and clearly identifying products.

B. Store materials inside and under cover; keep them dry and protected from weather, direct sunlight, surface contamination, aging, corrosion, damaging temperatures, construction traffic, and other causes.

1. Stack insulation board flat and off the ground.
2. Protect plastic insulation against ignition at all times. Do not deliver plastic insulating materials to Project site before installation time.
3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

## 1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions and ambient outdoor air, humidity, and substrate temperatures permit EIFS to be applied, dried, and cured according to manufacturers' written instructions and warranty requirements.
1. Proceed with installation of adhesives or coatings only when ambient temperatures have remained, or are forecast to remain, above 40 deg F for a minimum of 24 hours before, during, and after application. Do not apply EIFS adhesives or coatings during rainfall.

## 1.10 WARRANTY

- A. Manufacturer's Special Warranty: Manufacturer agrees to repair or replace components of EIFS-clad drainage-wall assemblies that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
    - a. Bond integrity and weathertightness.
    - b. Deterioration of EIFS finishes and other EIFS materials beyond normal weathering.
  2. Warranty coverage includes the following components of EIFS-clad drainage-wall assemblies:
    - a. EIFS finish, including base coats, finish coats, and reinforcing mesh.
    - b. Insulation installed as part of EIFS including foam buildouts.
    - c. Insulation adhesive and mechanical fasteners.
    - d. EIFS accessories, including trim components and flashing.
    - e. Water-resistive barrier coatings.
  3. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Dryvit Systems, Inc., Outsulation System or comparable product by one of the following:
1. Omega Products International, Inc.
  2. Sto Corp.
- B. Source Limitations: Obtain EIFS from single source from single EIFS manufacturer and from sources approved by EIFS manufacturer as compatible with EIFS components.

## 2.2 PERFORMANCE REQUIREMENTS

- A. EIFS Performance: Comply with ASTM E2568 and with the following:
1. Weathertightness: Resistant to uncontrolled water penetration from exterior.
  2. System Fire Performance: Fire-resistance rating of wall assembly.
  3. Structural Performance of Assembly and Components:
    - a. Wind Loads:
      - 1) Uniform pressure as indicated on Drawings.
  4. Impact Performance: ASTM E2568, Standard impact resistance.
  5. Abrasion Resistance of Finish Coat: Sample consisting of 1-inch- thick EIFS mounted on 1/2-inch- thick gypsum board; cured for a minimum of 28 days and shows no cracking, checking, or loss of film integrity after exposure to 528 quarts of sand when tested in accordance with ASTM D968, Method A.
  6. Mildew Resistance of Finish Coat: Sample applied to 2-by-2-inch clean glass substrate; cured for 28 days and shows no growth when tested in accordance with ASTM D3273 and evaluated in accordance with ASTM D3274.
  7. Drainage Efficiency: 90 percent average minimum when tested in accordance with ASTM E2273.

## 2.3 EIFS MATERIALS

- A. Water-Resistive Barrier Coating: EIFS manufacturer's standard formulation and accessories for use as water-resistive barrier coating; compatible with substrate.
1. Water-Resistance: Comply with physical and performance criteria of ASTM E2570/E2570M.
- B. Flexible-Membrane Flashing: Cold-applied, self-adhering, self-healing, rubberized-asphalt, and polyethylene-film composite sheet or tape and primer; EIFS manufacturer's standard or product recommended in writing by EIFS manufacturer.
- C. Insulation Adhesive: EIFS manufacturer's standard formulation designed for indicated use and complying with one of the following:
1. Job-mixed formulation of portland cement complying with ASTM C150/C150M, Type I, and polymer-based adhesive specified for base coat.
  2. Factory-blended dry formulation of portland cement, dry polymer admixture, and fillers specified for base coat.
- D. Molded, (Expanded) Rigid Cellular Polystyrene Board Insulation: Comply with ASTM E2430/E2430M, unless otherwise noted, and the following:
1. Flame-Spread and Smoke-Developed Indexes: 25 and 450 or less, respectively, in accordance with ASTM E84.
  2. Dimensions: Provide insulation boards of not more than 24 by 48 inches, with thickness indicated on Drawings.

3. Board Insulation: EIFS manufacturer's standard factory-fabricated profile.
- E. Reinforcing Mesh: Balanced, alkali-resistant, open-weave, glass-fiber mesh treated for compatibility with other EIFS materials, made from continuous multiend strands with retained mesh tensile strength of not less than 120 lbf/in. in accordance with ASTM E2098/E2098M and the following:
1. Reinforcing Mesh for EIFS, General: Not less than weight required to comply with impact-performance level specified in "Performance Requirements" Article.
  2. Strip-Reinforcing Mesh: Not less than weight required to comply with impact-performance level specified in "Performance Requirements" Article.
  3. Detail-Reinforcing Mesh: Not less than weight required to comply with impact-performance level specified in "Performance Requirements" Article.
  4. Corner-Reinforcing Mesh: Not less than weight required to comply with impact-performance level specified in "Performance Requirements" Article.
- F. Base Coat: EIFS manufacturer's standard mixture complying with one of the following:
1. Job-mixed formulation of portland cement complying with ASTM C150/C150M, Type I, white or natural color; and manufacturer's standard polymer-emulsion adhesive designed for use with portland cement.
  2. Job-combined formulation of manufacturer's standard polymer-emulsion adhesive and manufacturer's standard dry mix containing portland cement.
  3. Factory-blended dry formulation of portland cement, dry polymer admixture, and inert fillers to which only water is added at Project site.
- G. Primer: EIFS manufacturer's standard factory-mixed, elastomeric-polymer primer for preparing base-coat surface for application of finish coat.
- H. Finish Coat: EIFS manufacturer's standard acrylic-based coating with enhanced mildew resistance complying with the following:
1. Factory-mixed formulation of polymer-emulsion binder, colorfast mineral pigments, sound stone particles, and fillers.
  2. Colors: As selected by Architect from manufacturer's full range.
  3. Textures: As selected by Architect from manufacturer's full range.
- I. Sealer: Manufacturer's waterproof, clear acrylic-based sealer for protecting finish coat.
- J. Water: Potable.
- K. Trim Accessories: Type as designated or required to suit conditions indicated and to comply with EIFS manufacturer's written instructions; manufactured from UV-stabilized PVC; and complying with ASTM D1784, manufacturer's standard cell class for use intended, and ASTM C1063.
1. Casing Bead: Prefabricated, one-piece type for attachment behind insulation, of depth required to suit thickness of coating and insulation, with face leg perforated for bonding to coating and back leg.
  2. Drip Screed/Track: Prefabricated, one-piece type for attachment behind insulation with face leg extended to form a drip, of depth required to suit

thickness of coating and insulation, with face leg perforated for bonding to coating and back leg.

3. Expansion Joint: Closed-cell polyethylene backer rod and elastomeric sealant 3/4-inch- minimum.

## 2.4 MIXING

- A. Comply with EIFS manufacturer's requirements for combining and mixing materials. Do not introduce admixtures, water, or other materials, except as recommended by EIFS manufacturer. Mix materials in clean containers. Use materials within time period specified by EIFS manufacturer or discard.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roof edges, wall framing, flashings, openings, substrates, and junctures at other construction for suitable conditions where EIFS will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
  1. Begin coating application only after surfaces are dry.
  2. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Protect contiguous work from moisture deterioration and soiling caused by application of EIFS. Provide temporary covering and other protection needed to prevent spattering of exterior finish coats on other work.
- B. Protect EIFS, substrates, and wall construction behind them from inclement weather during installation. Prevent penetration of moisture behind drainage plane of EIFS and deterioration of substrates.
- C. Prepare and clean substrates to comply with EIFS manufacturer's written instructions to obtain optimum bond between substrate and adhesive for insulation.

### 3.3 INSTALLATION OF EIFS, GENERAL

- A. Comply with ASTM C1397, ASTM E2511, and EIFS manufacturer's written instructions for installation of EIFS as applicable to each type of substrate indicated.



### 3.4 APPLICATION OF SUBSTRATE PROTECTION

- A. Water-Resistive Barrier Coating: Apply over plywood to provide a water-resistive barrier.
- B. Flexible-Membrane Flashing: Install over water-resistive barrier coating, applied and lapped to shed water; seal at openings, penetrations, and terminations. Prime substrates with flashing primer if required and install flashing.

### 3.5 INSTALLATION OF TRIM

- A. Trim: Apply trim accessories at perimeter of EIFS, at expansion joints, and elsewhere as indicated. Coordinate with installation of insulation.
  - 1. Expansion Joint: Use where indicated on Drawings.
  - 2. Casing Bead: Use at other locations.

### 3.6 INSTALLATION OF INSULATION

- A. Board Insulation: Adhesively attach insulation to substrate in compliance with ASTM C1397 and the following:
  - 1. Apply adhesive to insulation by notched-trowel method.
  - 2. Press and slide insulation into place. Apply pressure over entire surface of insulation to accomplish uniform contact, high initial grab, and overall level surface.
  - 3. Allow adhered insulation to remain undisturbed for not less than 24 hours, before beginning rasping and sanding insulation or applying base coat and reinforcing mesh.
  - 4. Apply insulation over substrates in courses with long edges of boards oriented horizontally.
  - 5. Stagger vertical joints of insulation boards in successive courses to produce running bond pattern. Locate joints, so no piece of insulation is less than 12 inches wide or 6 inches high. Offset joints not less than 6 inches from corners of window and door openings and not less than 4 inches from aesthetic reveals.
  - 6. Interlock ends at internal and external corners.
  - 7. Abut insulation tightly at joints within and between each course to produce flush, continuously even surfaces without gaps or raised edges between boards. If gaps greater than 1/16 inch occur, fill with insulation cut to fit gaps exactly; insert insulation without using adhesive or other material.
  - 8. Cut insulation to fit openings, corners, and projections precisely and to produce edges and shapes complying with details indicated.
  - 9. Rasp or sand flush entire surface of insulation to remove irregularities projecting more than 1/32 inch from surface of insulation and to remove yellowed areas due to sun exposure; do not create depressions deeper than 1/16 inch. Prevent airborne dispersal and immediately collect insulation raspings or sandings.
  - 10. Interrupt insulation for expansion joints where indicated.
  - 11. Form joints for sealant application by leaving gaps between adjoining insulation edges and between insulation edges and dissimilar adjoining surfaces. Make

gaps wide enough to produce joint widths indicated after encapsulating joint substrates with base coat and reinforcing mesh.

12. Form joints for sealant application with back-to-back casing beads for joints within EIFS and with perimeter casing beads at dissimilar adjoining surfaces. Make gaps between casing beads and between perimeter casing beads and adjoining surfaces of width indicated.
13. Before installing insulation and before applying field-applied reinforcing mesh, fully wrap board edges. Cover edges of board and extend encapsulating mesh not less than 2-1/2 inches over front and back face unless otherwise indicated on Drawings.
14. Treat exposed edges of insulation as follows:
  - a. Except for edges forming substrates of sealant joints, encapsulate with base coat, reinforcing mesh, and finish coat.
  - b. Encapsulate edges forming substrates of sealant joints within EIFS or between EIFS and other work with base coat and reinforcing mesh.
  - c. At edges trimmed by accessories, extend base coat, reinforcing mesh, and finish coat over face leg of accessories.
15. Coordinate installation of flashing and insulation to produce wall assembly that does not allow water to penetrate behind flashing and water-resistive barrier coating.

B. Expansion Joints: Install at locations indicated, where required by EIFS manufacturer, and as follows:

1. At expansion joints in substrates behind EIFS.
2. Where EIFS adjoin dissimilar substrates, materials, and construction, including other EIFS.
3. At floor lines in multilevel wood-framed construction.
4. Where wall height or building shape changes.
5. Where EIFS manufacturer requires joints in long continuous elevations.

### 3.7 APPLICATION OF BASE COAT

- A. Base Coat: Apply full coverage to exposed insulation and foam build-outs with not less than 1/16-inch dry-coat thickness.
- B. Reinforcing Mesh: Embed reinforcing mesh in wet base coat to produce wrinkle-free installation with mesh continuous at corners, overlapped not less than 2-1/2 inches or otherwise treated at joints to comply with ASTM C1397. Do not lap reinforcing mesh within 8 inches of corners. Completely embed mesh, applying additional base-coat material if necessary, so reinforcing-mesh color and pattern are invisible.
- C. Double-Layer Reinforcing-Mesh Application: Where indicated or required, apply second base coat and second layer of reinforcing mesh, overlapped not less than 2-1/2 inches or otherwise treated at joints to comply with ASTM C1397 in same manner as first application. Do not apply until first base coat has cured.
- D. Additional Reinforcing Mesh: Apply strip-reinforcing mesh around openings, extending

4 inches beyond perimeter. Apply additional 9-by-12-inch strip-reinforcing mesh diagonally at corners of openings (re-entrant corners). Apply 8-inch- wide, strip-reinforcing mesh at both inside and outside corners unless base layer of mesh is lapped not less than 4 inches on each side of corners.

1. At aesthetic reveals, apply strip-reinforcing mesh not less than 8 inches wide.
2. Embed strip-reinforcing mesh in base coat before applying first layer of reinforcing mesh.

### 3.8 APPLICATION OF FINISH COAT

- A. Primer: Apply over dry base coat if required by EIFS manufacturer's System.
- B. Finish Coat: Apply full-thickness coverage over dry base coat, maintaining a wet edge at all times for uniform appearance, to produce a uniform finish of color and texture matching approved sample and free of cold joints, shadow lines, and texture variations.
- C. Sealer Coat: Apply over dry finish coat, in number of coats and thickness required by EIFS manufacturer.

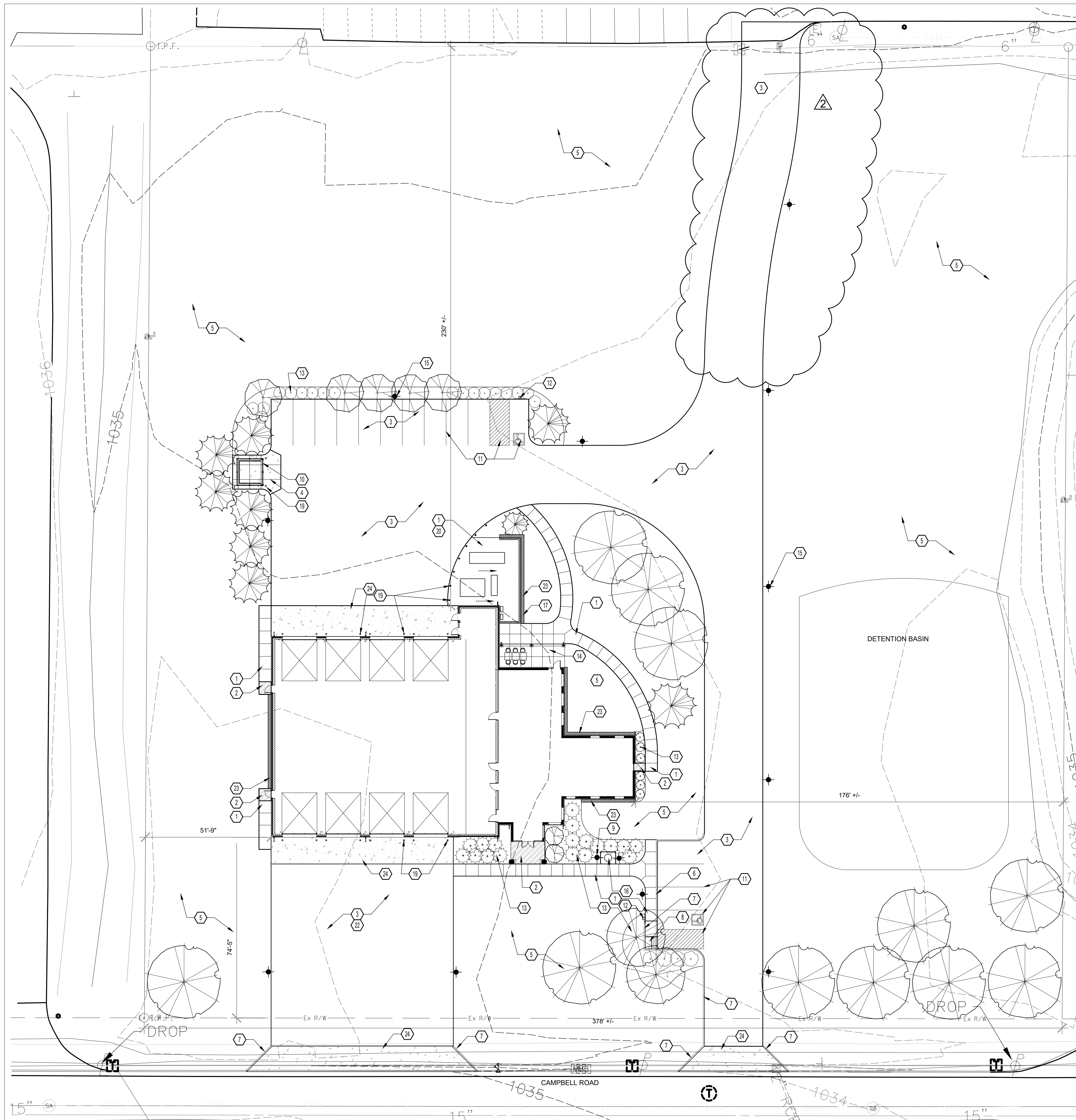
### 3.9 CLEANING AND PROTECTION

- A. Remove temporary covering and protection of other work. Promptly remove coating materials from window and door frames and other surfaces outside areas indicated to receive EIFS coatings.

END OF SECTION 072419

(This page intentionally left blank.)



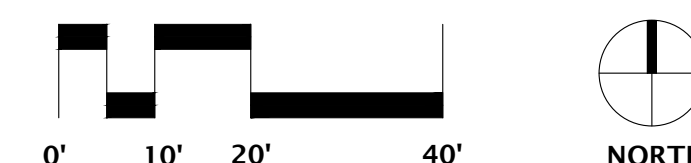


CODED NOTES

1. 4" THICK CONCRETE WALK. PROVIDE CONTROL AND EXPANSION JOINTS AS PER INDUSTRY STANDARDS, SEE DETAIL 1/L2.0
2. FROST-PROOF SLAB AT ENTRIES, SEE STRUCTURAL DRAWINGS
3. HEAVY DUTY ASPHALT, SEE DETAIL 3/L2.0
4. HEAVY DUTY CONCRETE PAVEMENT, SEE DETAIL 2/L2.0
5. LAWN, SEED ALL AREAS DISTURBED BY CONSTRUCTION, SEE TURF SPECIFICATIONS, SHEET L3.1
6. INTEGRAL CURB, SEE DETAIL 4/L2.0
7. BARRIER CURB, SEE DETAIL 5/L2.0
8. ADA COMPLIANT CURB RAMP, SEE DETAIL 6/L2.0
9. FLAGPOLE LIGHTS, SEE ELECTRICAL DRAWINGS
10. METAL DUMPSTER ENCLOSURE, SEE DETAIL 12/ L2.0
11. PAINT PARKING LOT STRIPING AND SYMBOLS ON ASPHALT AS SHOWN ON PLAN, SEE DETAIL 9/L2.0 FOR HC SYMBOL
12. ADA COMPLIANT ACCESSIBLE PARKING SIGNAGE, SEE DETAIL 10/L2.0
13. NATURAL HARDWOOD MULCHED PLANT BED, SEE SHEET L3.0 & L3.2 FOR PLANTING PLAN AND SPECIFICATIONS
14. CONCRETE PATIO UNDER CANOPY, SEE DETAIL 1/L2.0 FOR CONCRETE. SEE SHEET A2.1 AND REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL DETAIL.
15. SEE ELECTRICAL DRAWINGS FOR INFORMATION REGARDING EXISTING AND NEW POLE LOCATIONS
16. NEW FLAGPOLE, SEE DETAIL 7/L2.0
17. SEE PLUMBING DRAWINGS FOR GAS LINES FOR FUTURE FIRE PIT
18. OMIT NOTE
19. 6" DIAMETER BOLLARDS, SEE DETAIL 11/L2.0. PROTECT GARAGE DOOR OPENINGS, MECHANICAL YARD AND DUMPSTER AREA CURBS
20. ASSURE PAVEMENT AROUND EQUIPMENT IS SLOPED TO DRAIN. SEE CIVIL DRAWINGS FOR MORE INFORMATION. SEE MEP AND STRUCTURAL DRAWINGS FOR EQUIPMENT PADS AND ADDITIONAL MECHANICAL YARD INFORMATION.
21. OMIT NOTE
22. ALTERNATE 1: PROVIDE HEAVY DUTY CONCRETE SHOWN ON DETAIL 2/L2.0 IN LIEU OF HEAVY-DUTY ASPHALT, SPECIFICATION SECTION 012300 ALTERNATES
23. 15" WIDE MOW STRIP, SEE DETAIL 8/L2.0
24. HEAVY DUTY CONCRETE APRON, CITY OF SIDNEY DETAIL 300-6, SEE DETAIL 2/L2.0 FOR PAVEMENT DETAILS

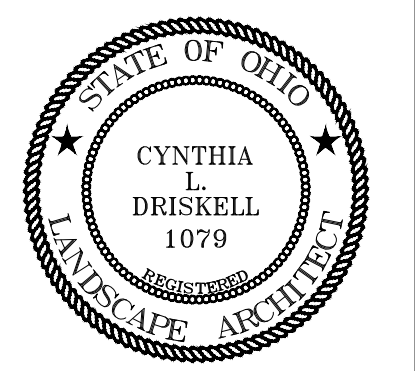
GENERAL NOTES

- A. Field verify all dimensions & conditions prior to start of construction. Notify owner immediately of any discrepancy or situation discovered that does not conform to construction documents.
- B. All work performed is subject to approval by the owner. Work found to be unsatisfactory shall be removed and properly replaced by the contractor at no additional cost to the owner.
- C. Temporarily support all walls, headers, structures, piping, ductwork, conduit, etc., as required until final supports are in place.
- D. Patch & repair all areas, surfaces & materials to condition of surrounding area where left exposed to view. New walks to meet existing in a smooth and continuous condition.
- E. Closely coordinate all work with the owner and with all other contractors hired by the owner. Clarify in advance any questions as to scope of work and areas of responsibility.



**FREYTAG & ASSOCIATES INC.**  
**ARCHITECTS ENGINEERS**  
 19371 492-6983  
 www.freytaginc.com  
 info@freytaginc.com  
 226 N. MIAMI AVE.  
 P.O. BOX 220  
 SIDNEY, OHIO 45365

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
 CITY OF SIDNEY  
 2324 CAMPBELL ROAD  
 SIDNEY, OH 45365



These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents, and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS  
 PLAN APPROVAL / BIDDING  
 11/025

COMM. NUMBER	DATE
2207.02	11/13/24
DRAWN BY	CHECKED BY
CLD	JF

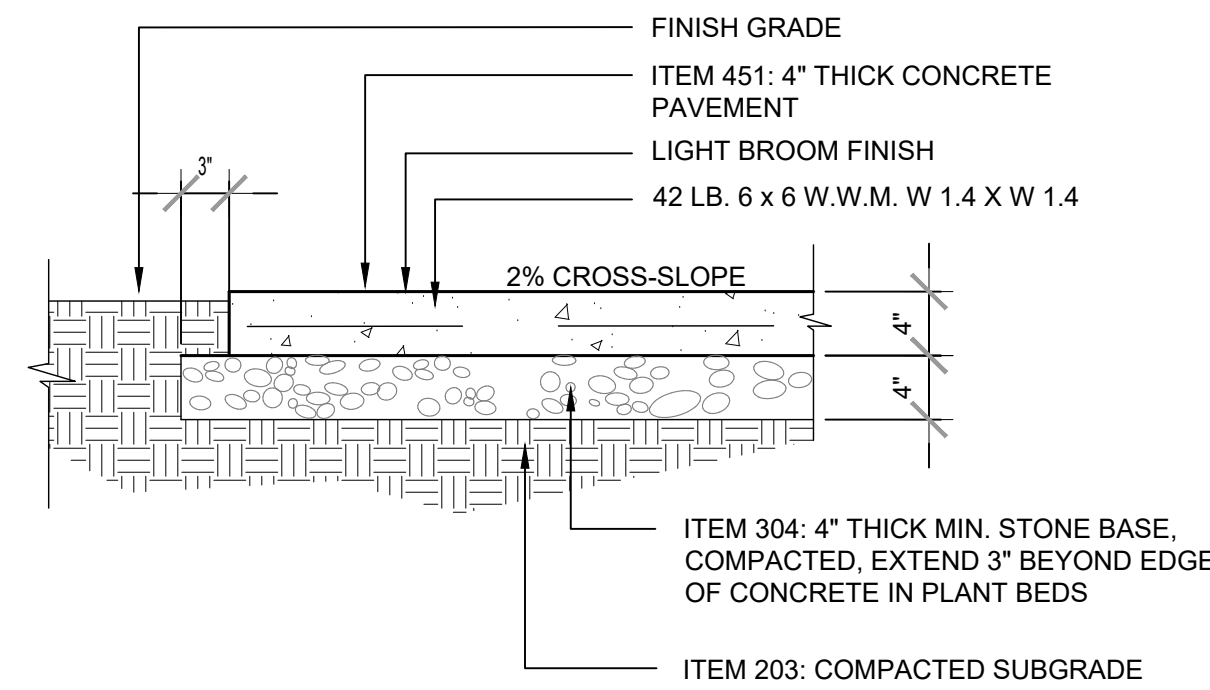
SITE PLAN

**L1.0**

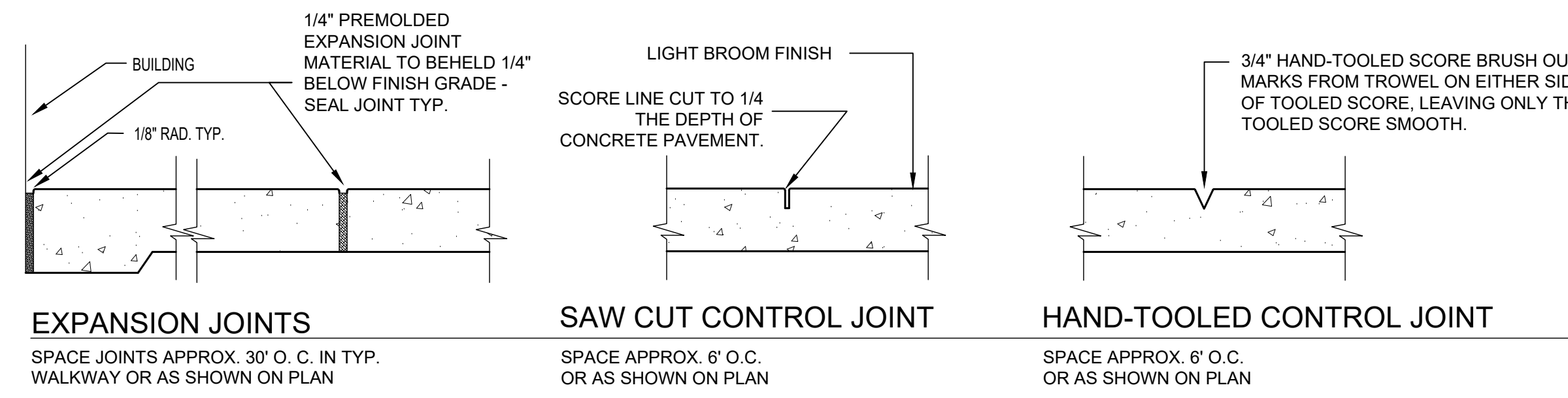




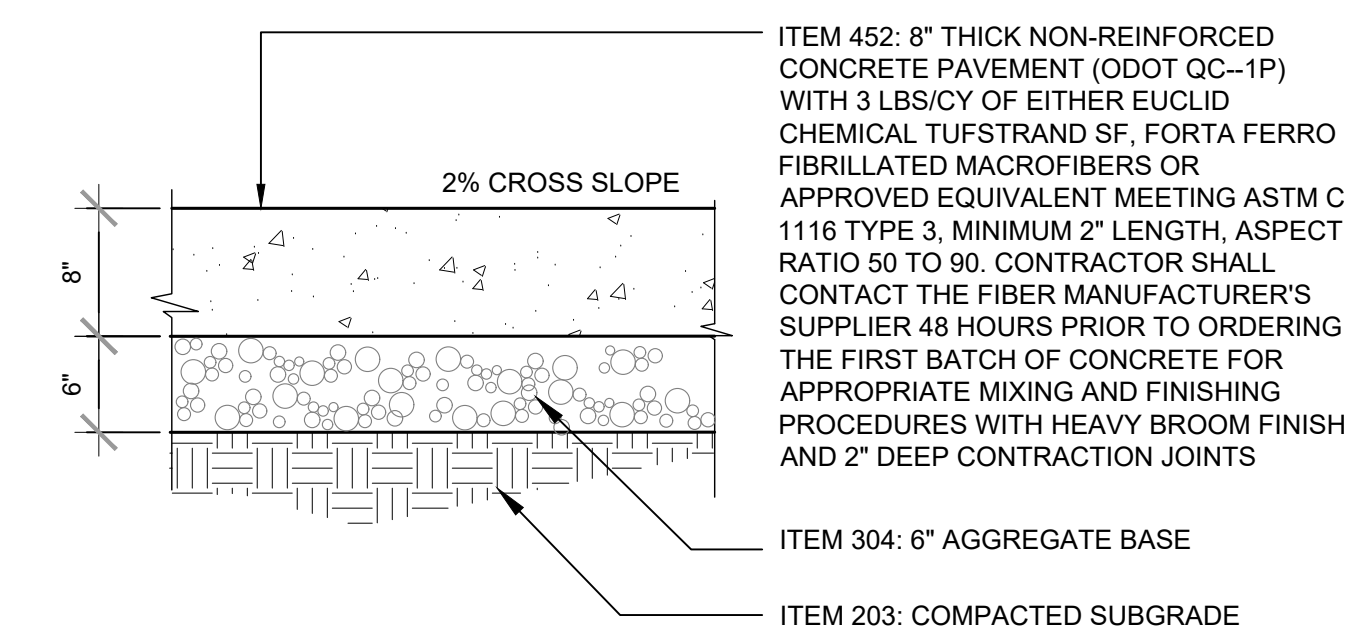




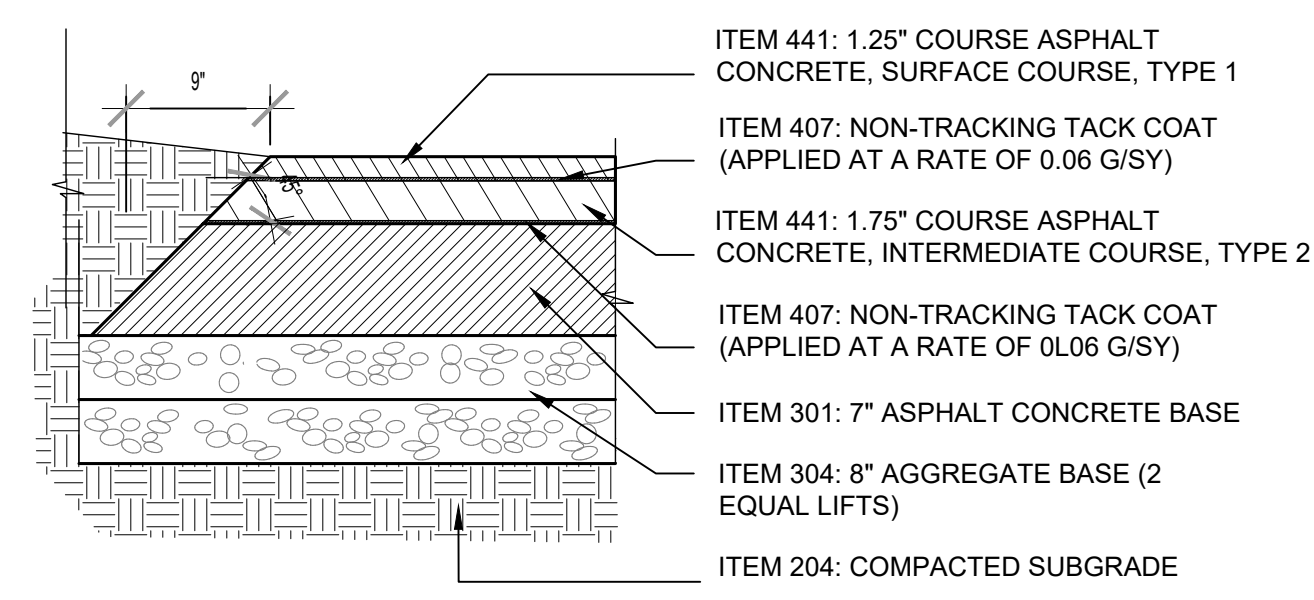
1 4" THICK CONCRETE PAVEMENT DETAIL  
1" = 1'-0"



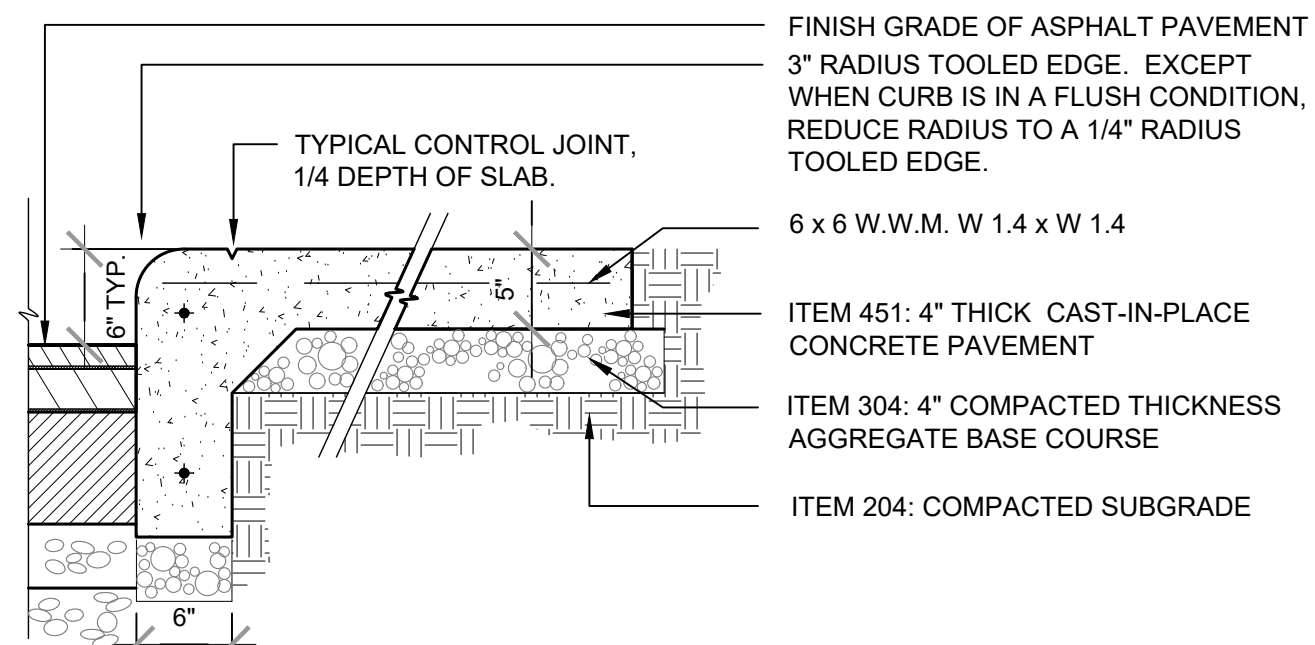
TYPICAL CONCRETE PAVEMENT JOINTS  
1" = 1'-0"



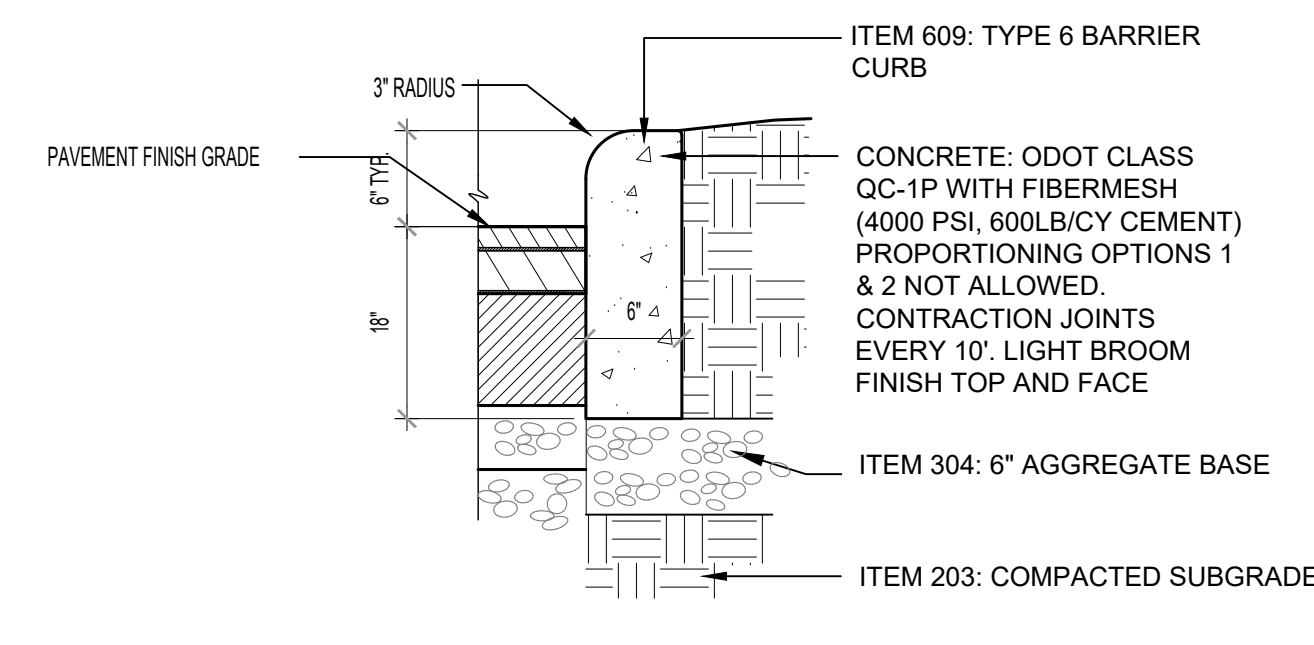
2 HEAVY DUTY CONCRETE PAVEMENT  
1" = 1'-0"



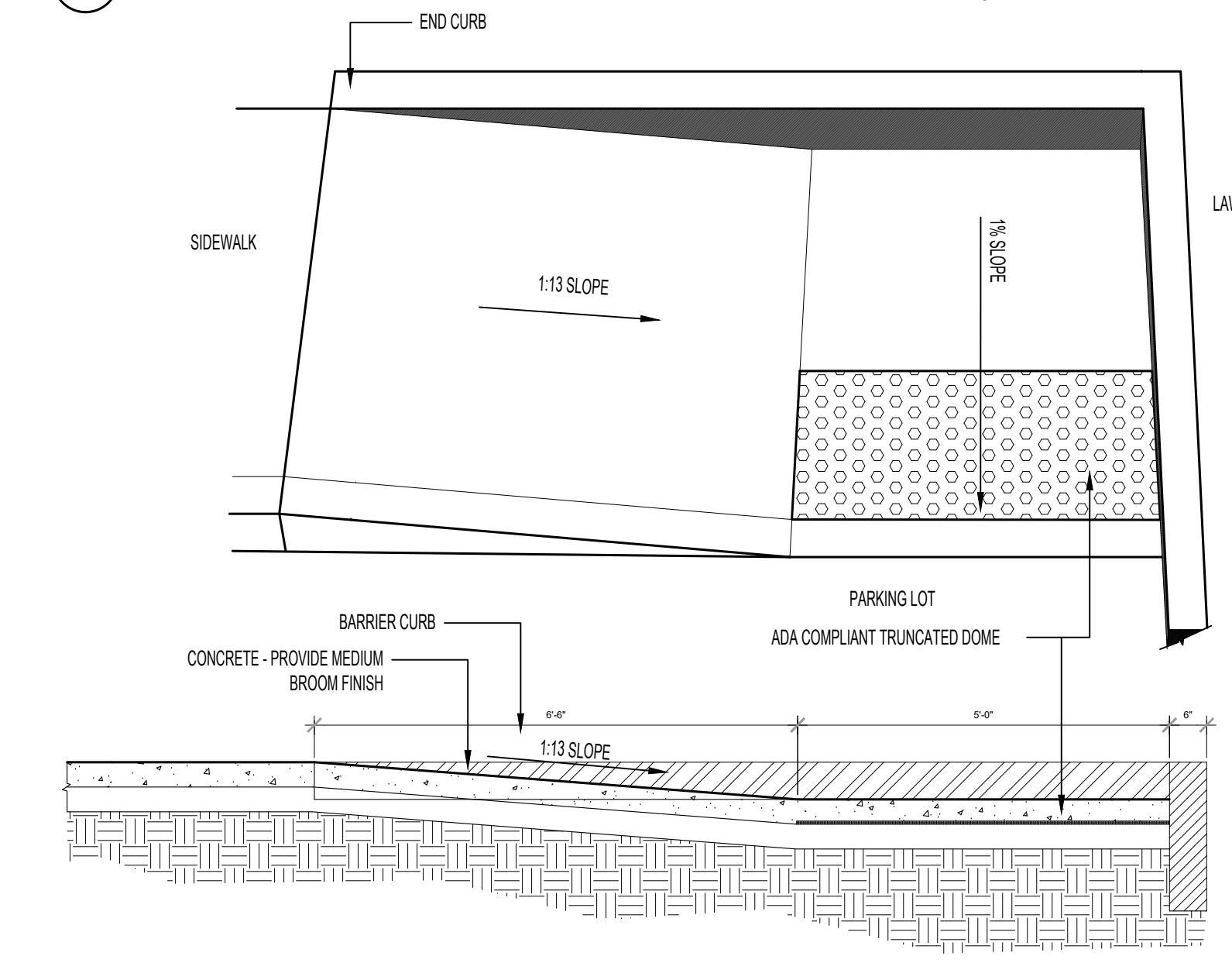
3 HEAVY DUTY ASPHALT PAVEMENT  
1" = 1'-0"



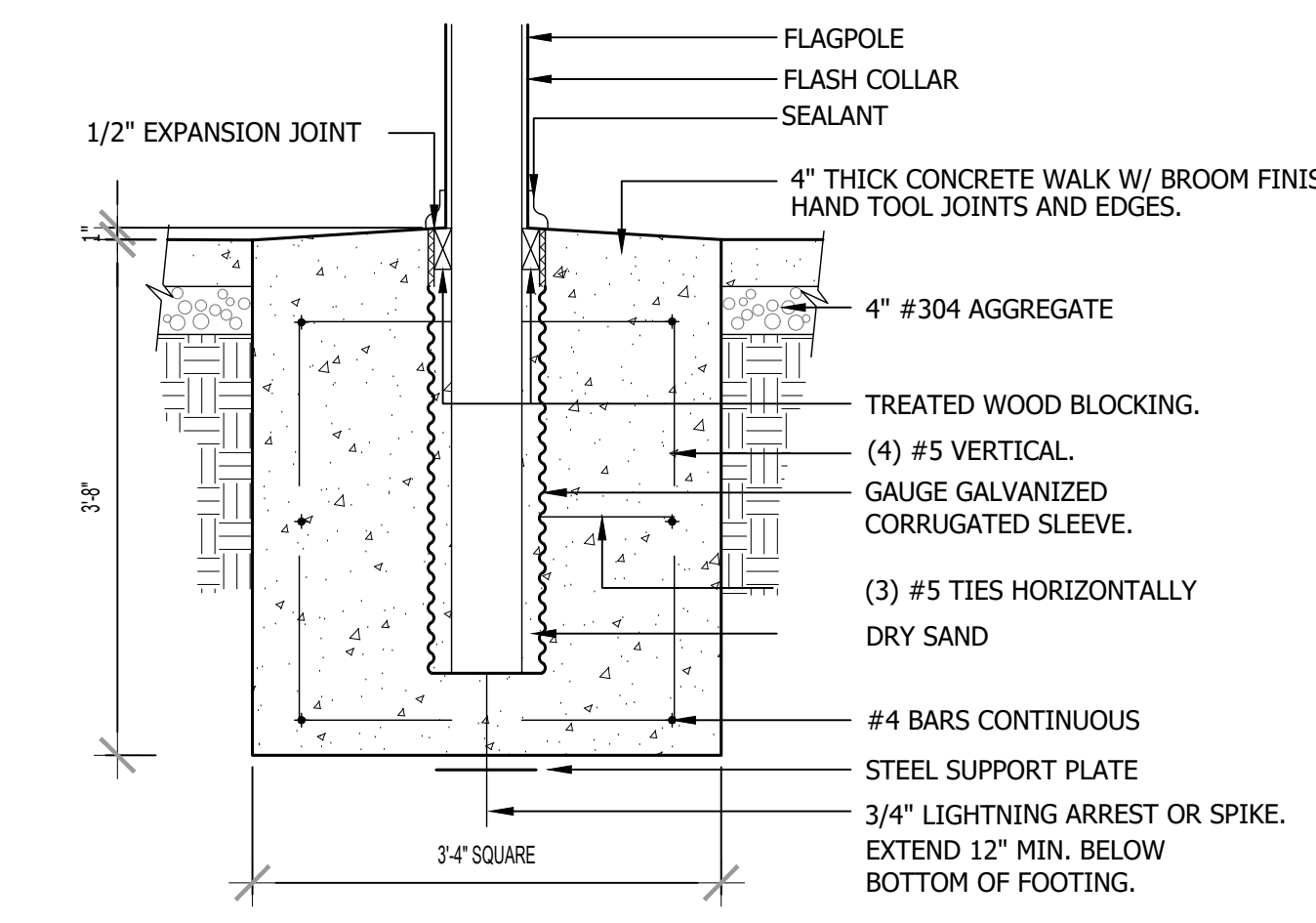
4 INTEGRAL CONCRETE CURB & WALK  
1" = 1'-0"



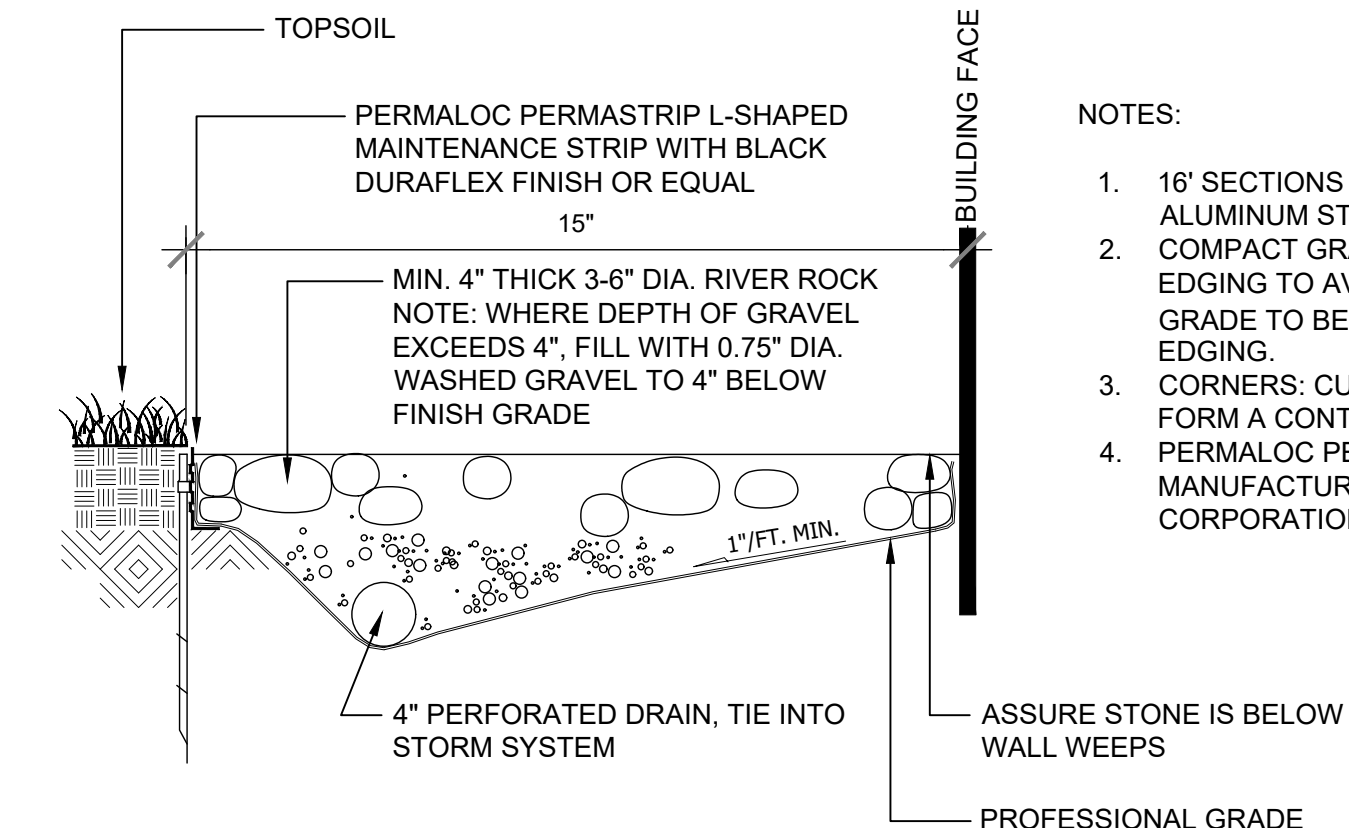
5 BARRIER CURB DETAIL  
1" = 1'-0"



6 CURB RAMP (B1) SINGLE SIDED PARALLEL  
1/2" = 1'-0"



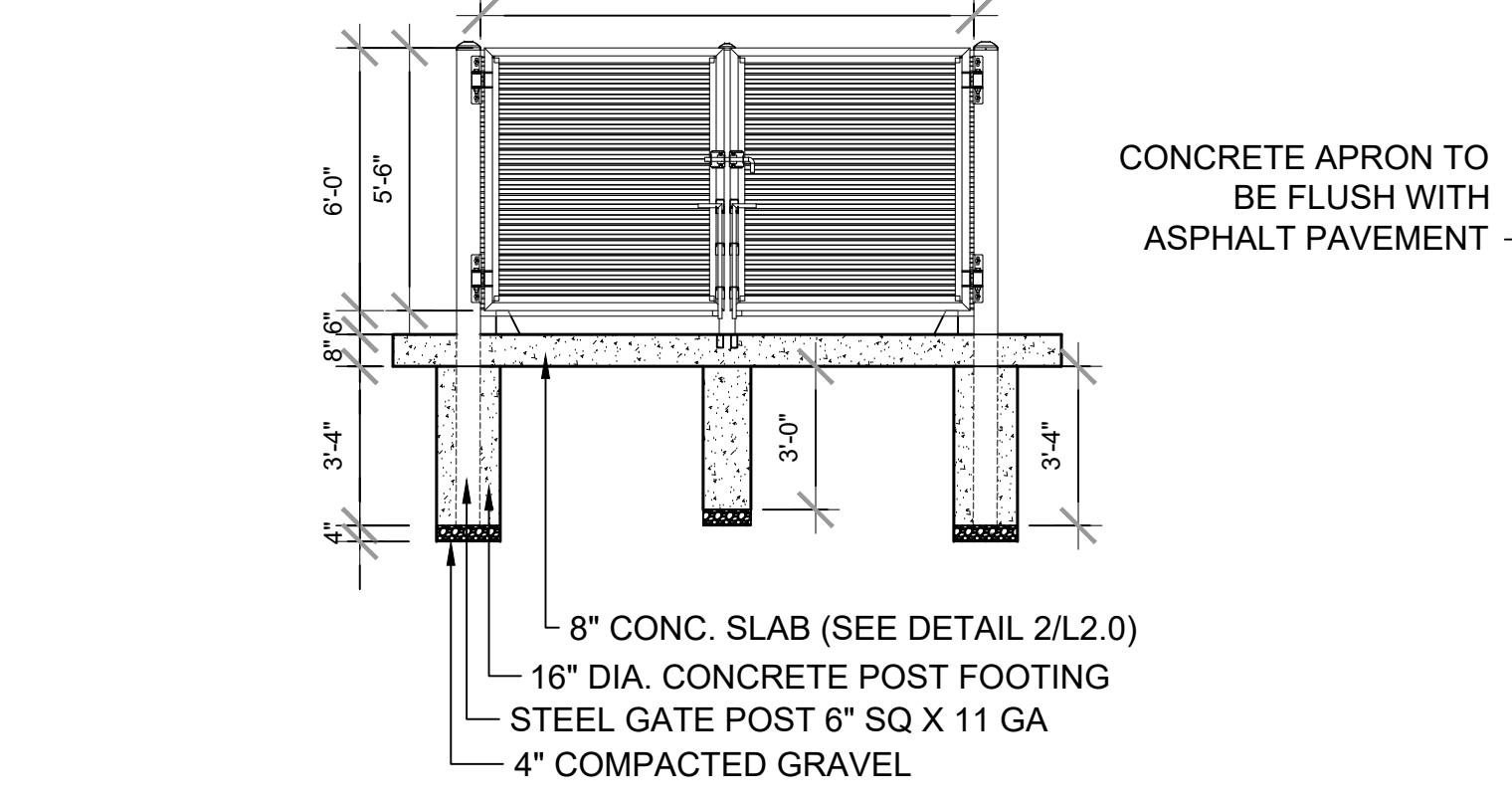
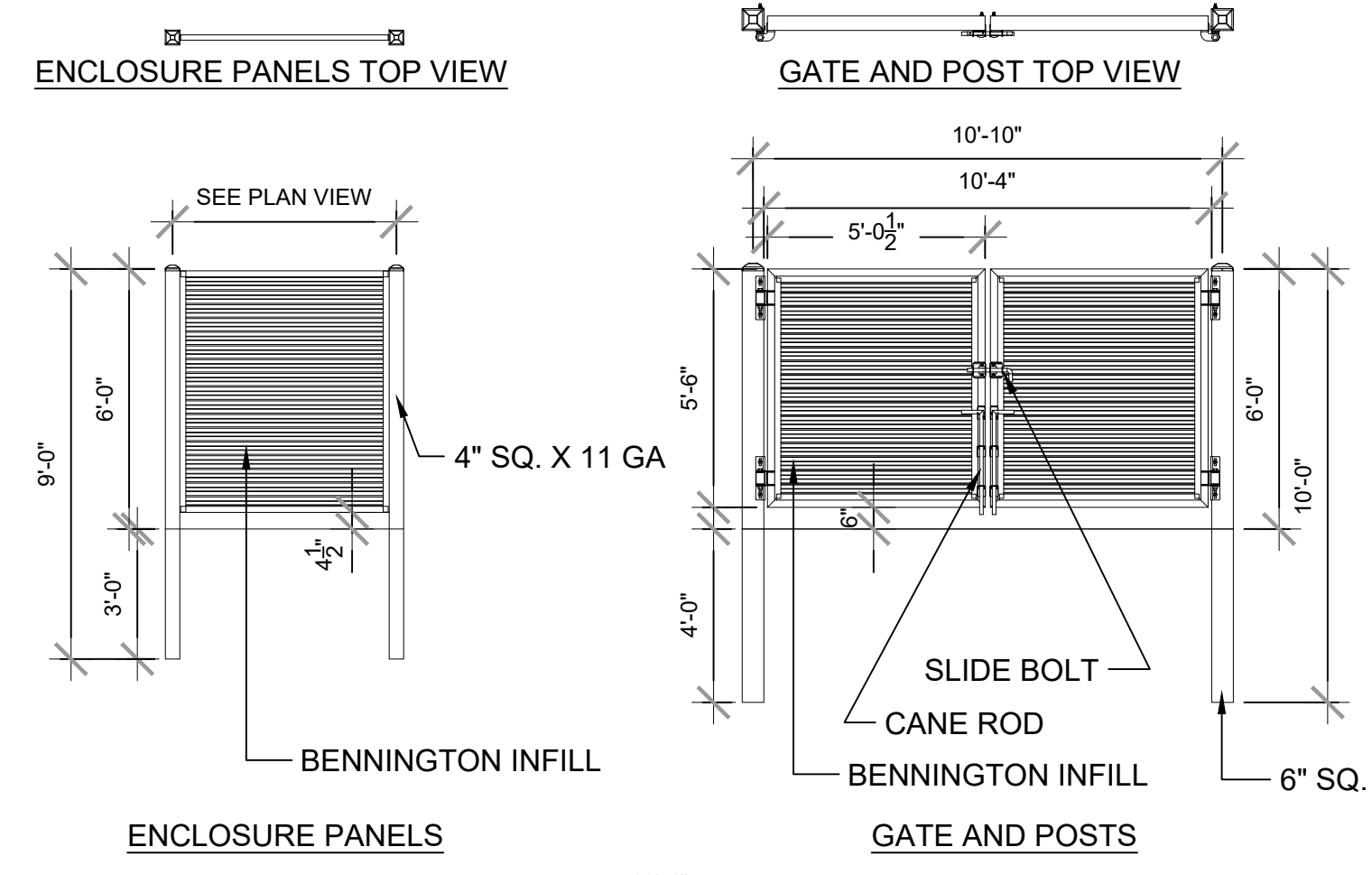
7 FLAGPOLE SECTION  
3/4" = 1'-0"



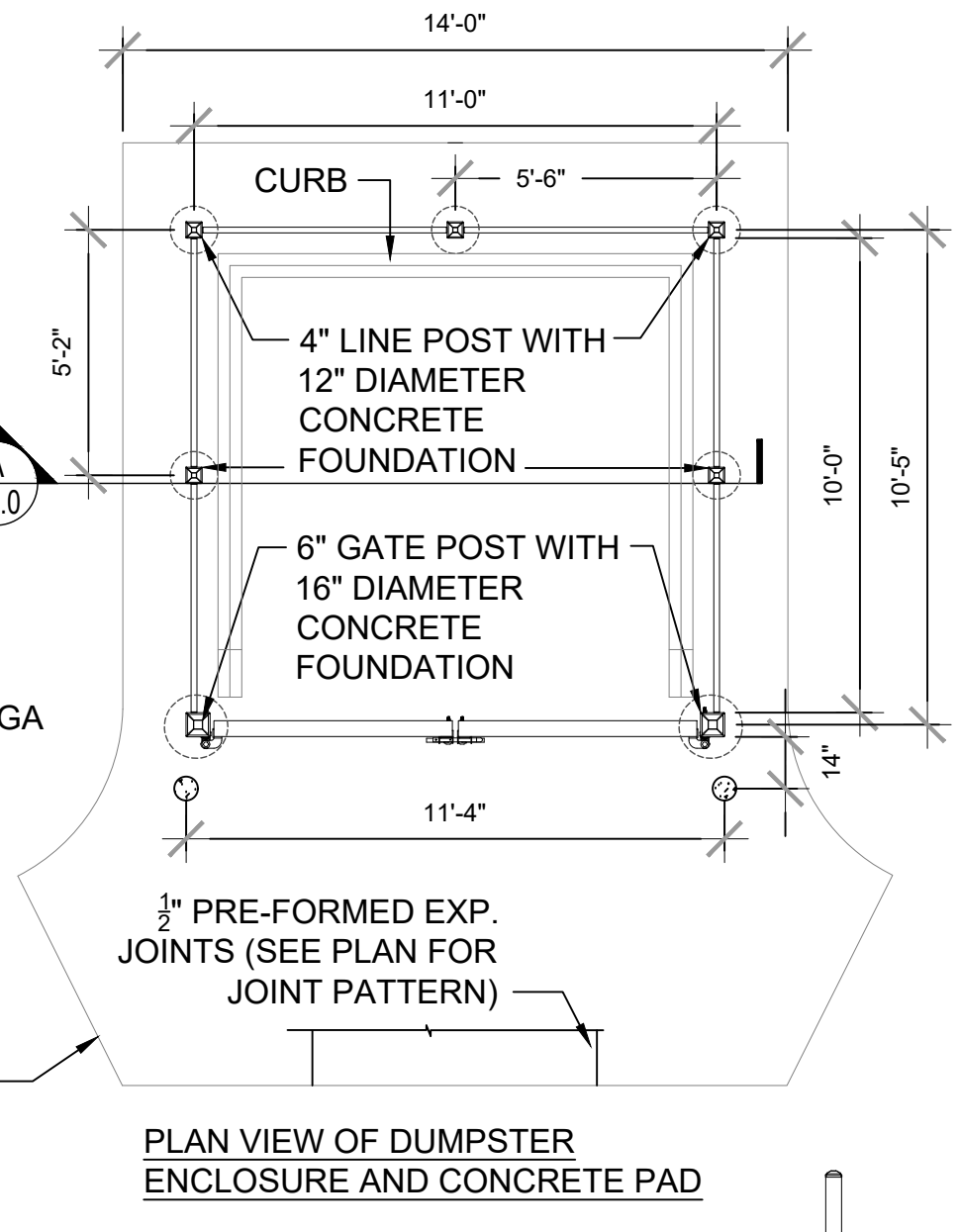
8 GRAVEL STRIP DETAIL  
1" = 1'-0"

- NOTES:
- 16' SECTIONS TO INCLUDE (5) 12" ALUMINUM STAKES
  - COMPACT GRADES ADJACENT TO EDGING TO AVOID SETTLING. FINISH GRADE TO BE 1/2" BELOW TOP OF EDGING.
  - CORNERS: CUT BASE OF MATERIAL TO FORM A CONTINUOUS CORNER
  - PERMALOC PERMASTRIP AS MANUFACTURED BY PERMALOC CORPORATION, HOLLAND, MI OR EQUAL

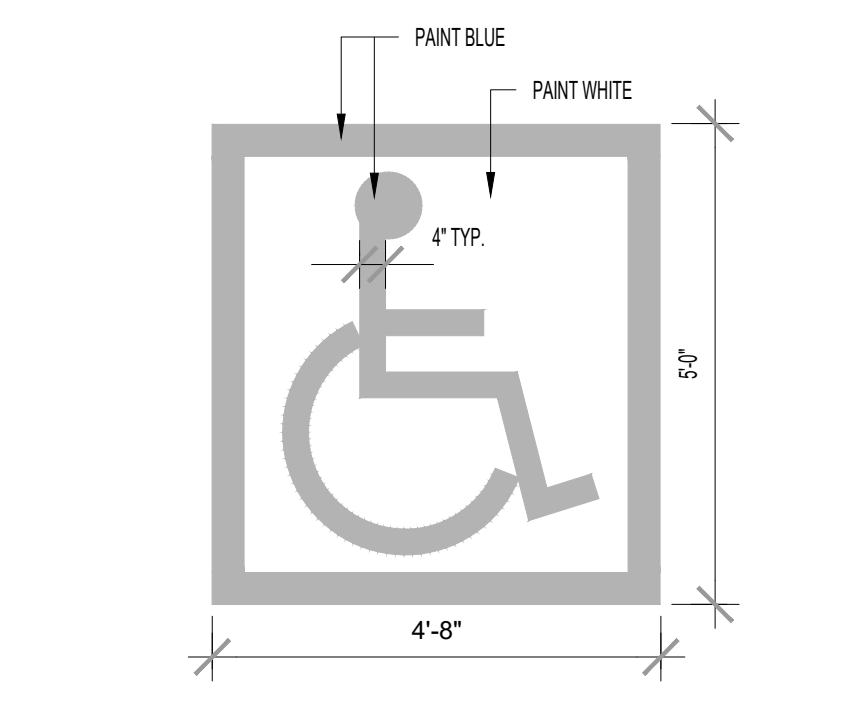
Note:  
Notes referring to Item # are referencing ODOT Item# and are from "State of Ohio Department of Transportation, Columbus Ohio Construction and Material Specifications" available at [www.dot.state.ohio.gov](http://www.dot.state.ohio.gov)



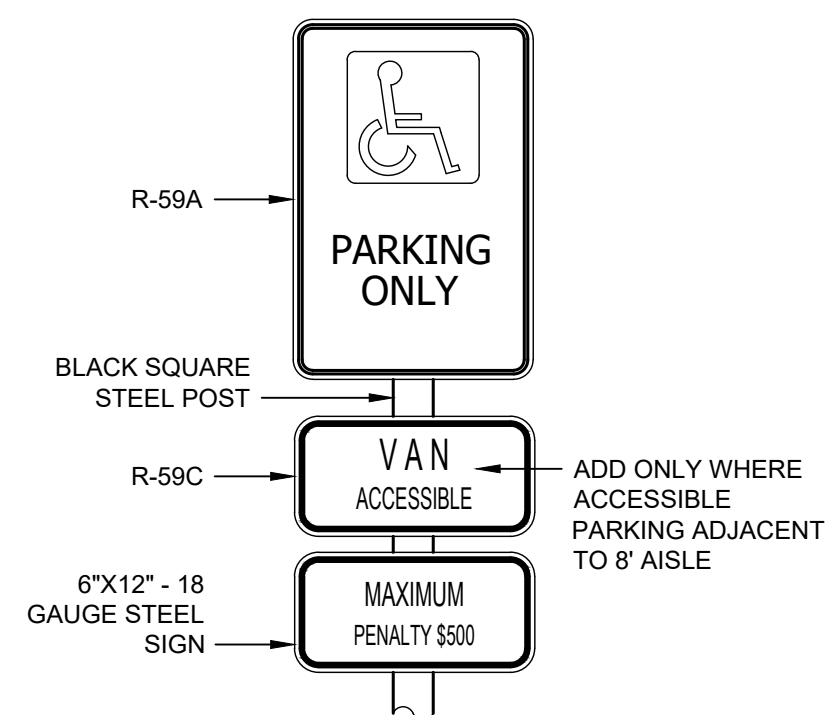
12 DUMPSTER ENCLOSURE AND PAVEMENT  
ENCLOSURE MANUFACTURER: BASTEEL PERIMETER SYSTEMS  
1/4" = 1'-0"



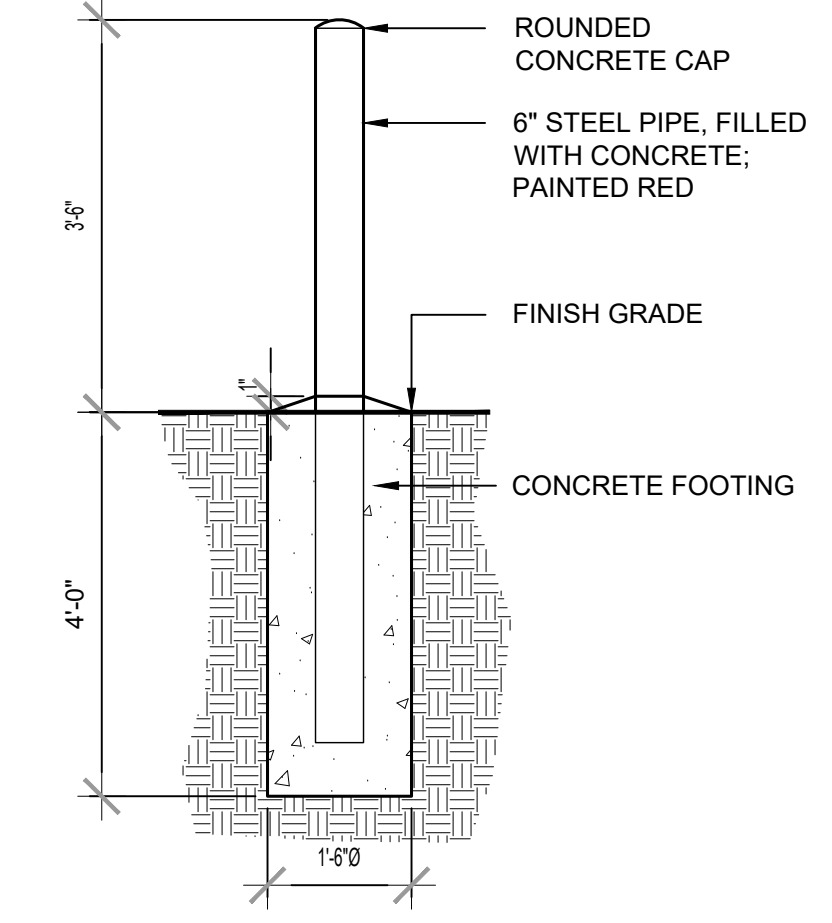
PAVEMENT WITH CURB AND THICKENED SLAB  
1/4" = 1'-0"



9 HANDICAP PARKING LOGO  
1/2" = 1'-0"



10 RESERVED PARKING FOR HANDICAPPED SIGNS  
1/4" = 1'-0"



11 TYPICAL BOLLARD  
1/2" = 1'-0"

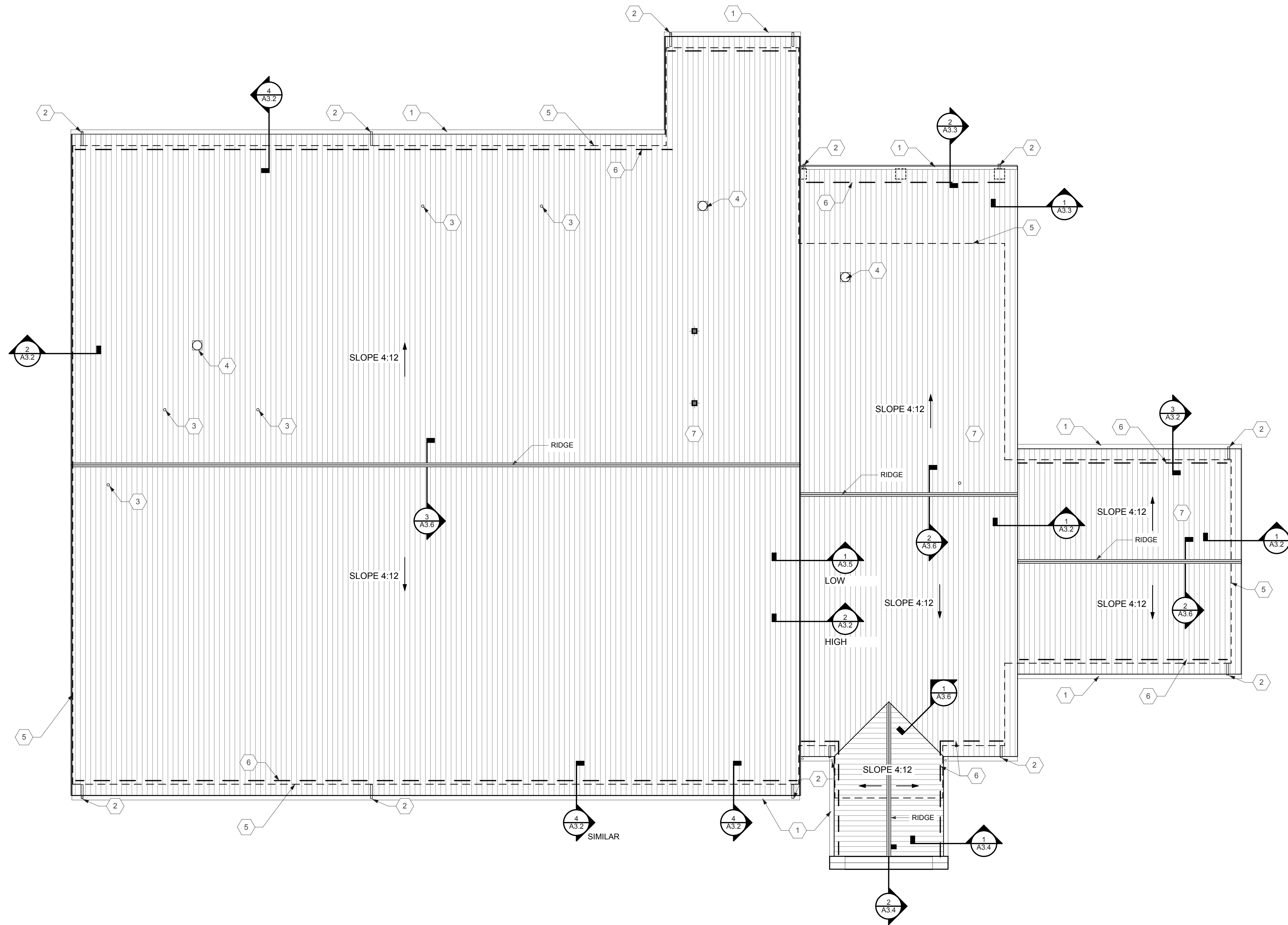
These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents, and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS	
PLAN APPROVAL / BIDDING	11/025

COMM. NUMBER	DATE
2207.02	11/13/24
DRAWN BY	CHECKED BY
CLD	JF



PLOT DATE: 1/10/25 @ 1:25 PM LAYOUT: A3.A3.1:ROOF PLANS AND DETAILS : ROOF PLAN FILENAME: 231103 Fire Station CD FILE PATH: BIMcloud Software as a Service\231103 Fire Station CD



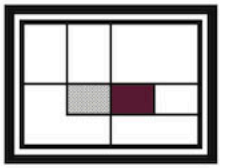
**1**  
**A3.1** ROOF PLAN  
SCALE: 1/8" = 1'-0"

**ROOF KEY NOTES**

ALL NOTES MAY NOT BE REFERENCED ON THIS SHEET.

1. PREFORMED METAL GUTTER, REFER TO PROFILE DETAIL AND SPECIFICATIONS.
2. PREFORMED METAL DOWNSPOUT, REFER TO SPECIFICATIONS.
3. FLUE, REFER TO DETAIL AND COORDINATE WITH MECHANICAL DRAWINGS.
4. MECHANICAL EQUIPMENT, COORDINATE WITH MECHANICAL DRAWINGS.
5. BUILDING PROFILE BELOW.
6. SNOW GUARDS, REFER TO SPECIFICATIONS.
7. LIGHTING PROTECTION, SEE ELECTRICAL.

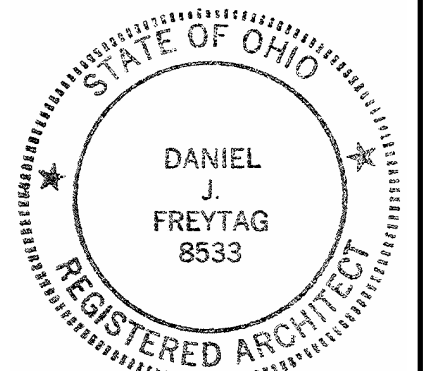
**FREYTAG & ASSOCIATES INC.**  
**ARCHITECTS ENGINEERS**



226 N. MIAMI AVE.  
PO. BOX 220  
SIDNEY, OHIO 45365  
(937) 492-4983  
www.freytaginc.com  
info@freytaginc.com

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
CITY OF SIDNEY

2324 CAMPBELL ROAD  
SIDNEY, OH 45365



Daniel J. Freytag, License #8533  
Expiration Date: 12/31/2025

These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS	
STORM SHELTER REVIEW	
PLAN APPROVAL / BIDDING	
ADDENDUM 2	1/10/2025

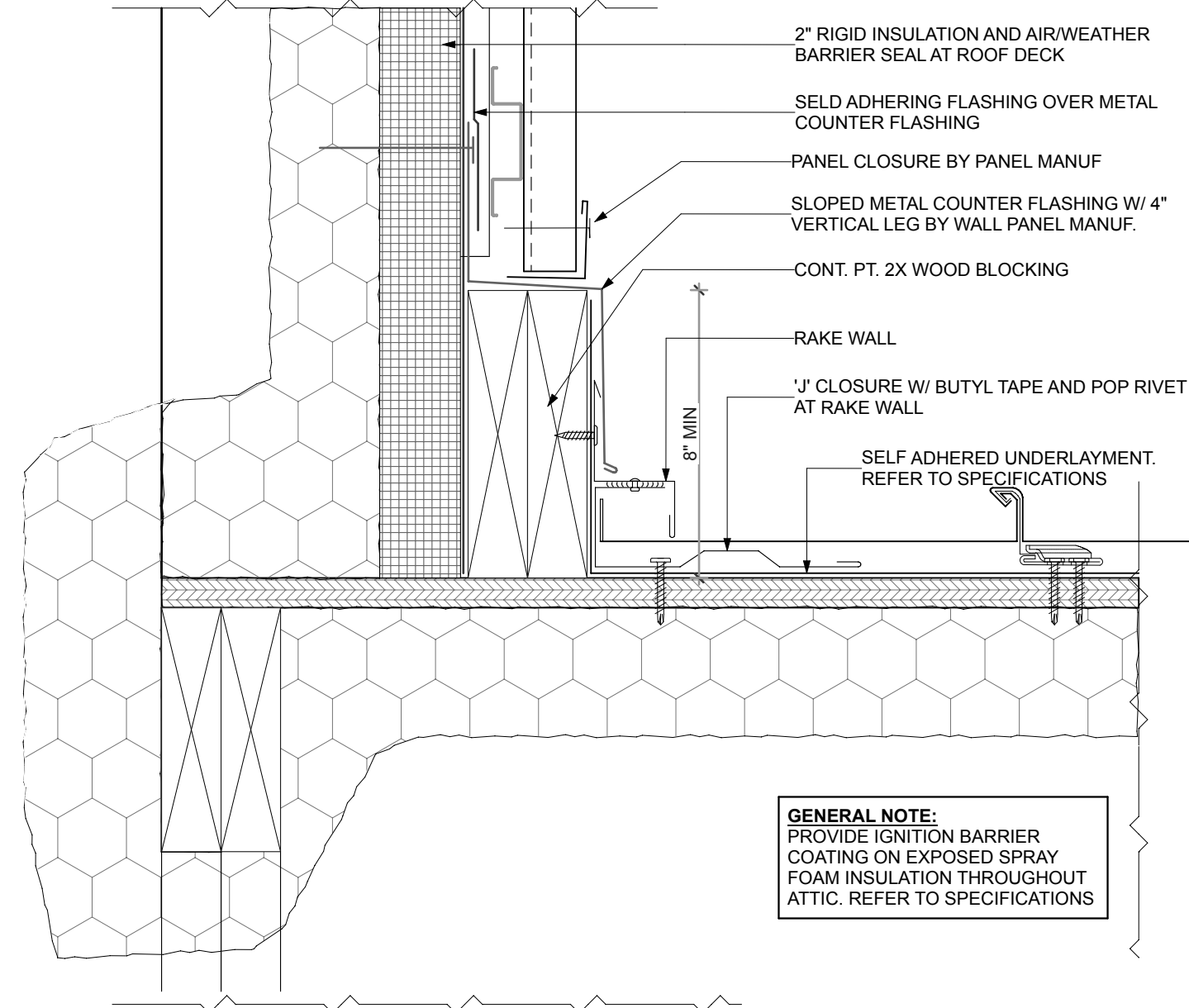
COMM. NUMBER	DATE
2207.02	11/22/24
DRAWN BY AF/RS	CHECKED BY DF

ROOF PLAN

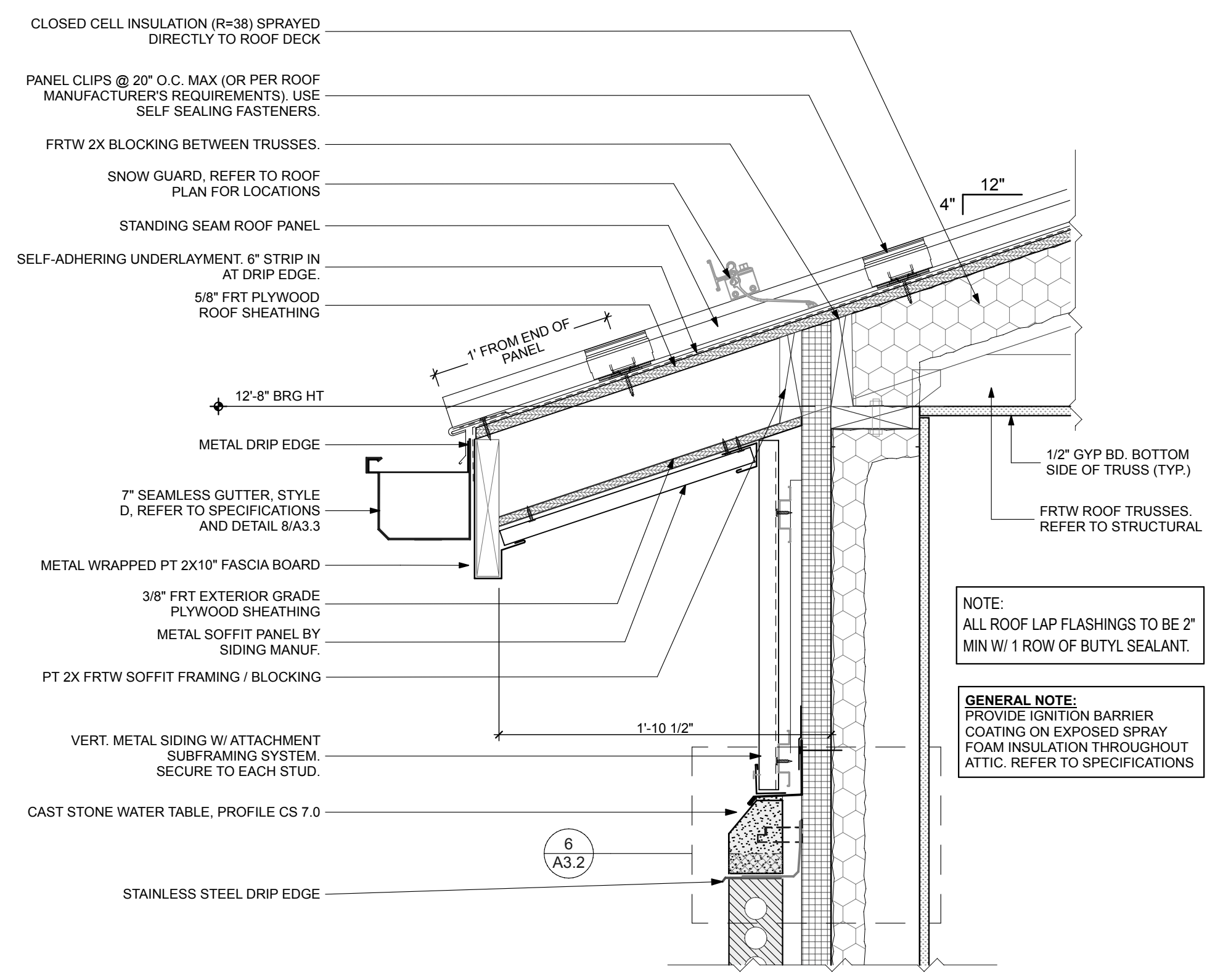
**A3.1**



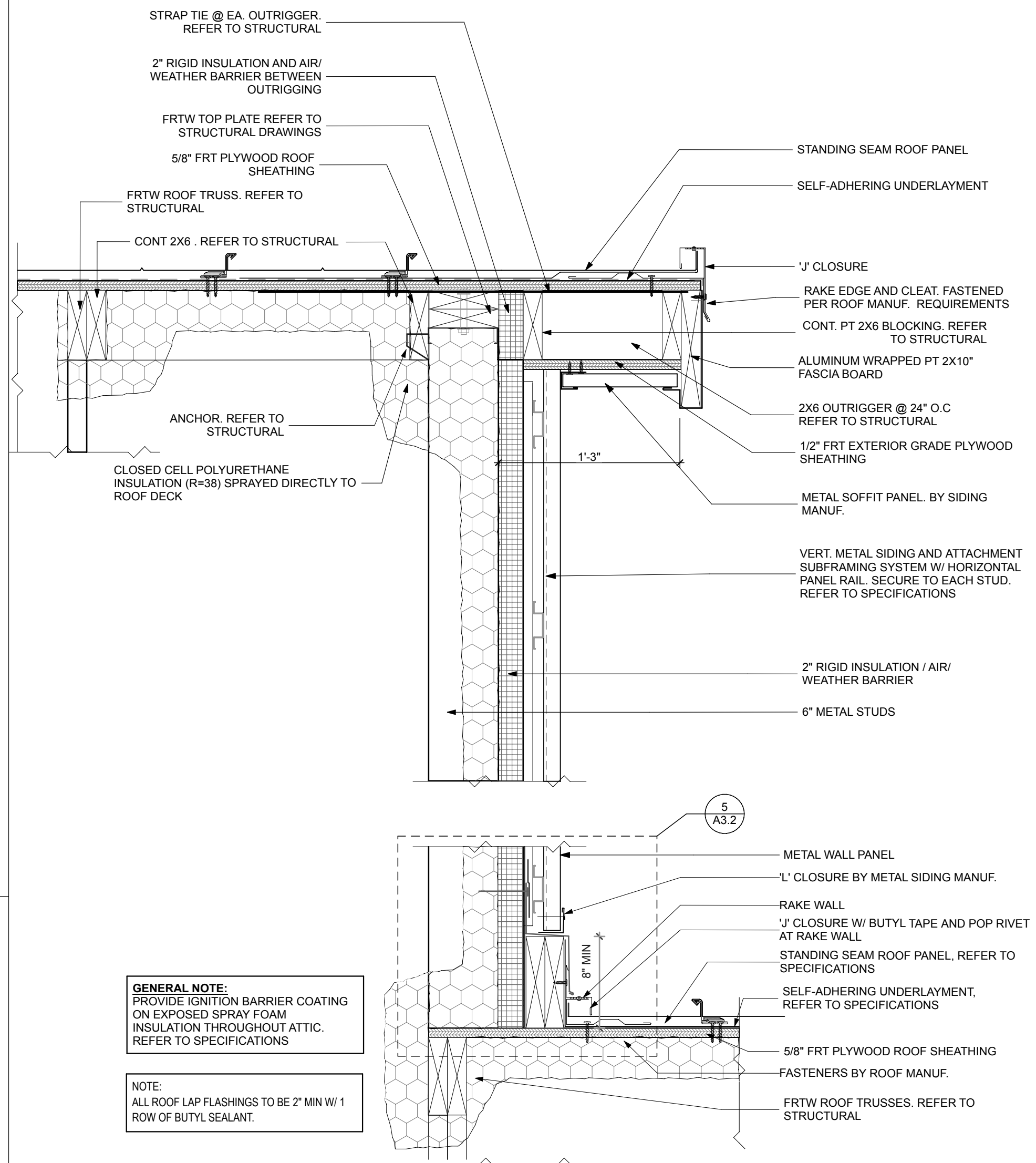
PLOT DATE: 1/10/25 @ 1:25 PM LAYOUT: A3.A3.2:ROOF PLANS AND DETAILS : ROOF DETAILS FILENAME: 231103 Fire Station CD FILE PATH: BIMcloud - BIMcloud Software as a Service/231103 Fire Station CD



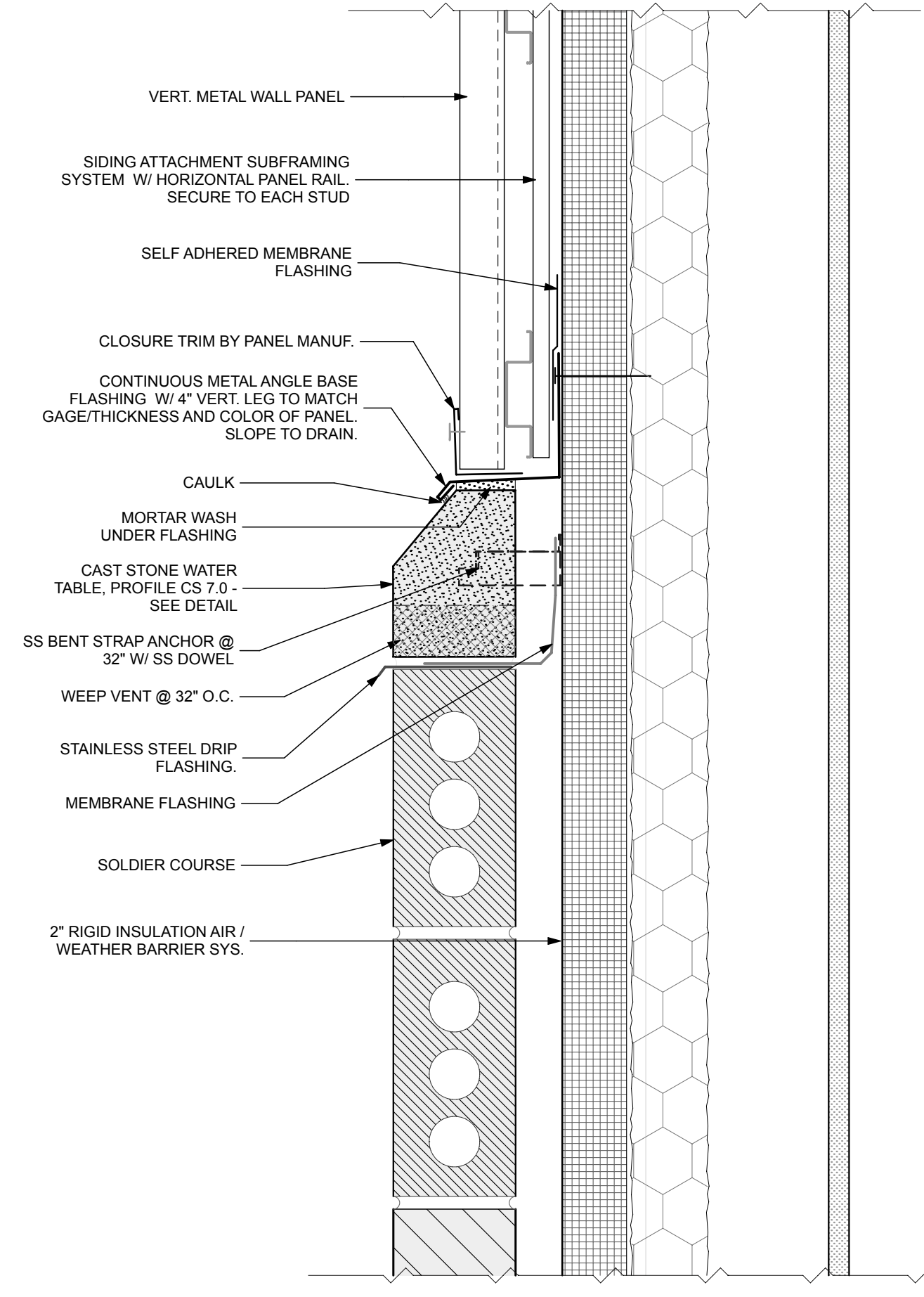
5 ROOF FLASHING DETAIL  
 SCALE: 3" = 1'-0"



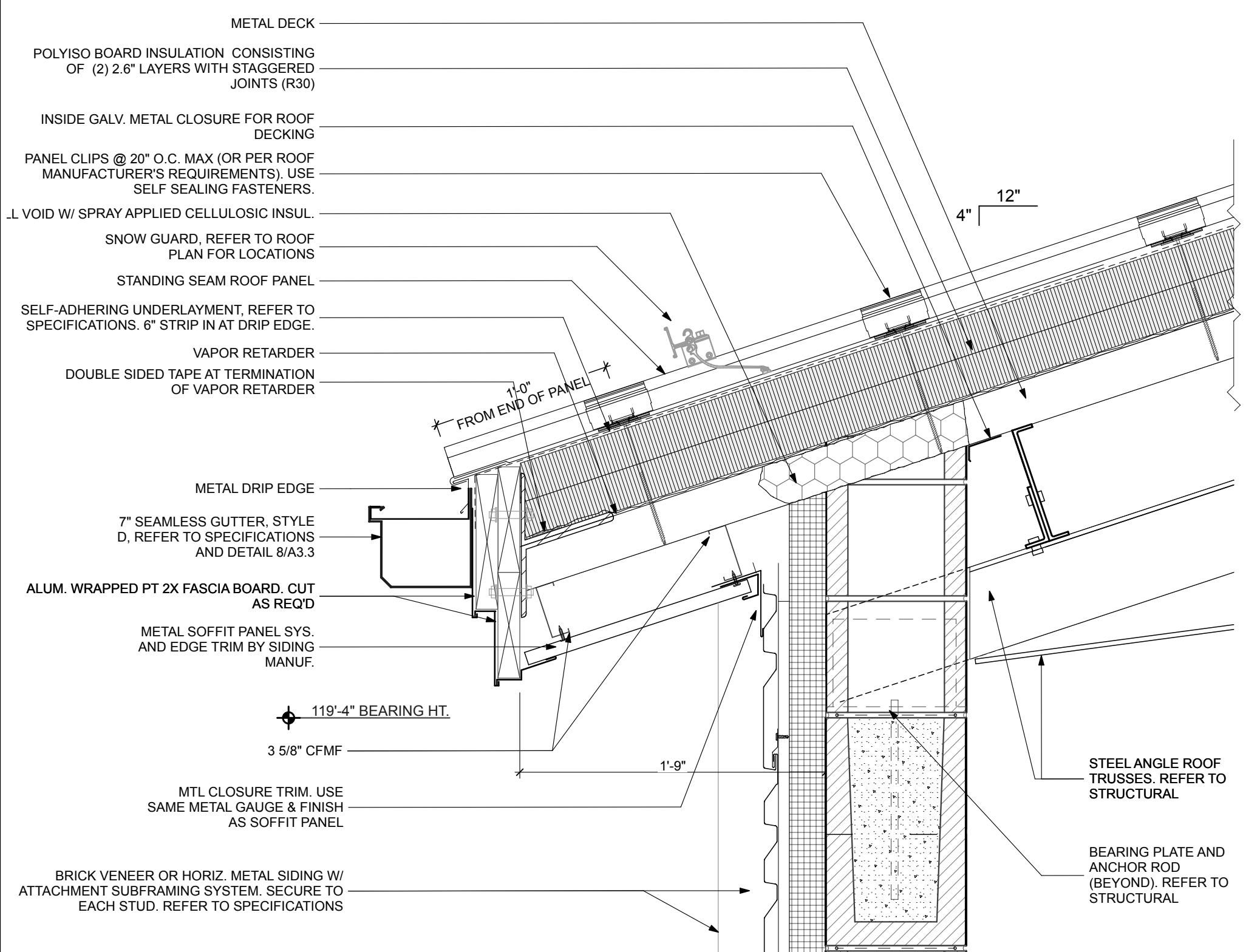
3 ROOF EDGE DETAIL  
 SCALE: 1 1/2" = 1'-0"



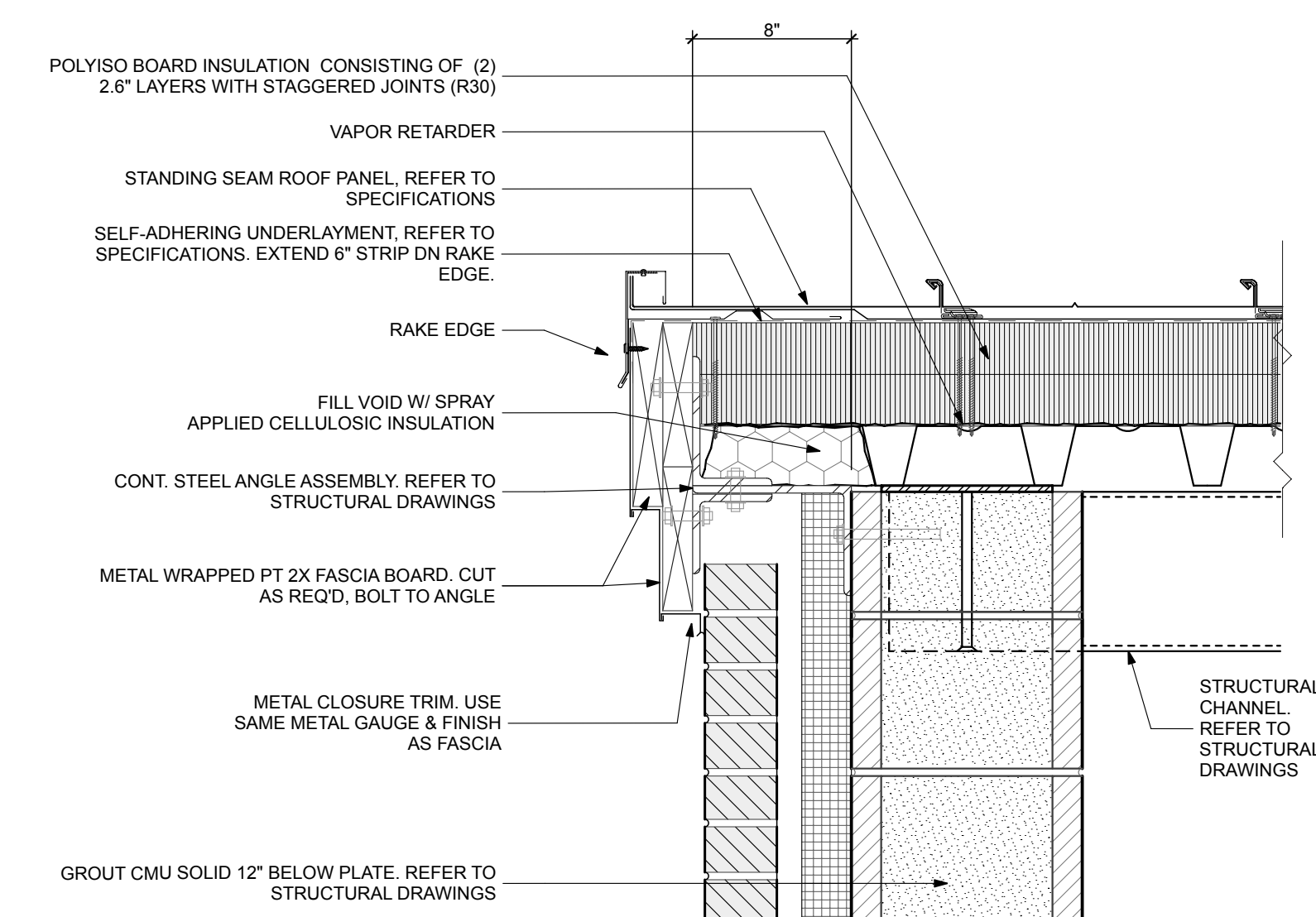
1 GABLE END RAKE DETAIL  
 SCALE: 1 1/2" = 1'-0"



6 SIDING TO STONE TRANSITION DETAIL  
 SCALE: 3" = 1'-0"



4 ROOF DETAIL  
 SCALE: 1 1/2" = 1'-0"



2 ROOF EDGE DETAIL  
 SCALE: 1 1/2" = 1'-0"

FREYTAG & ASSOCIATES INC.  
 ARCHITECTS ENGINEERS  
 (937) 492-4983  
 www.freytaginc.com  
 info@freytaginc.com  
 226 N. MIAMI AVE.  
 P.O. BOX 220  
 SIDNEY, OHIO 45365

NEW CONSTRUCTION OF  
 FIRE STATION 2  
 CITY OF SIDNEY  
 2324 CAMPBELL ROAD  
 SIDNEY, OH 45365

STATE OF OHIO  
 DANIEL J. FREYTAG  
 8533  
 REGISTERED ARCHITECT  
 Daniel J. Freytag, License #8533  
 Expiration Date: 12/31/2025

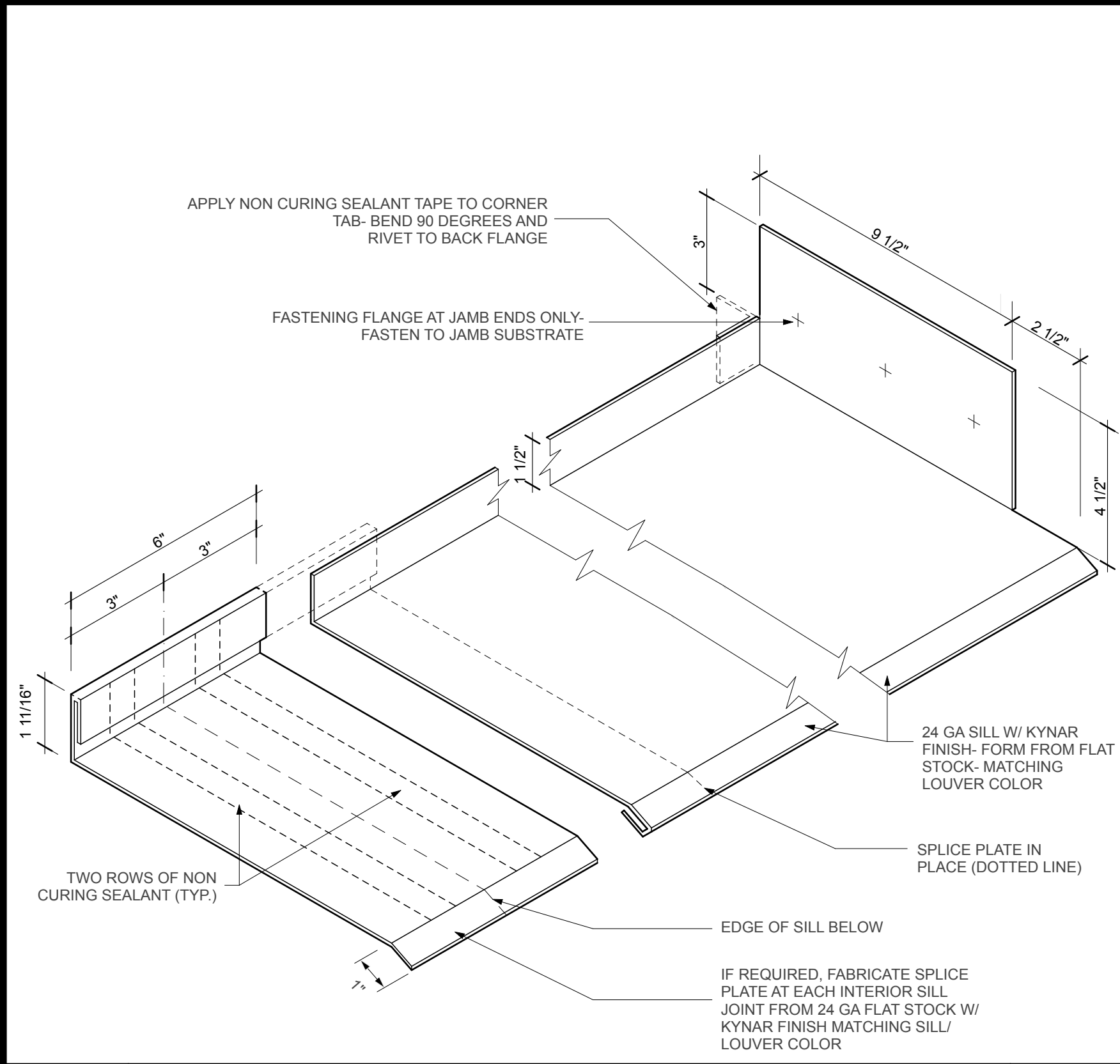
These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS	
STORM SHELTER REVIEW	
PLAN APPROVAL / BIDDING	1/10/2025
ADDENDUM 2	
COMM. NUMBER	DATE
2207.02	11/22/24
DRAWN BY	CHECKED BY
AF/RS	DF

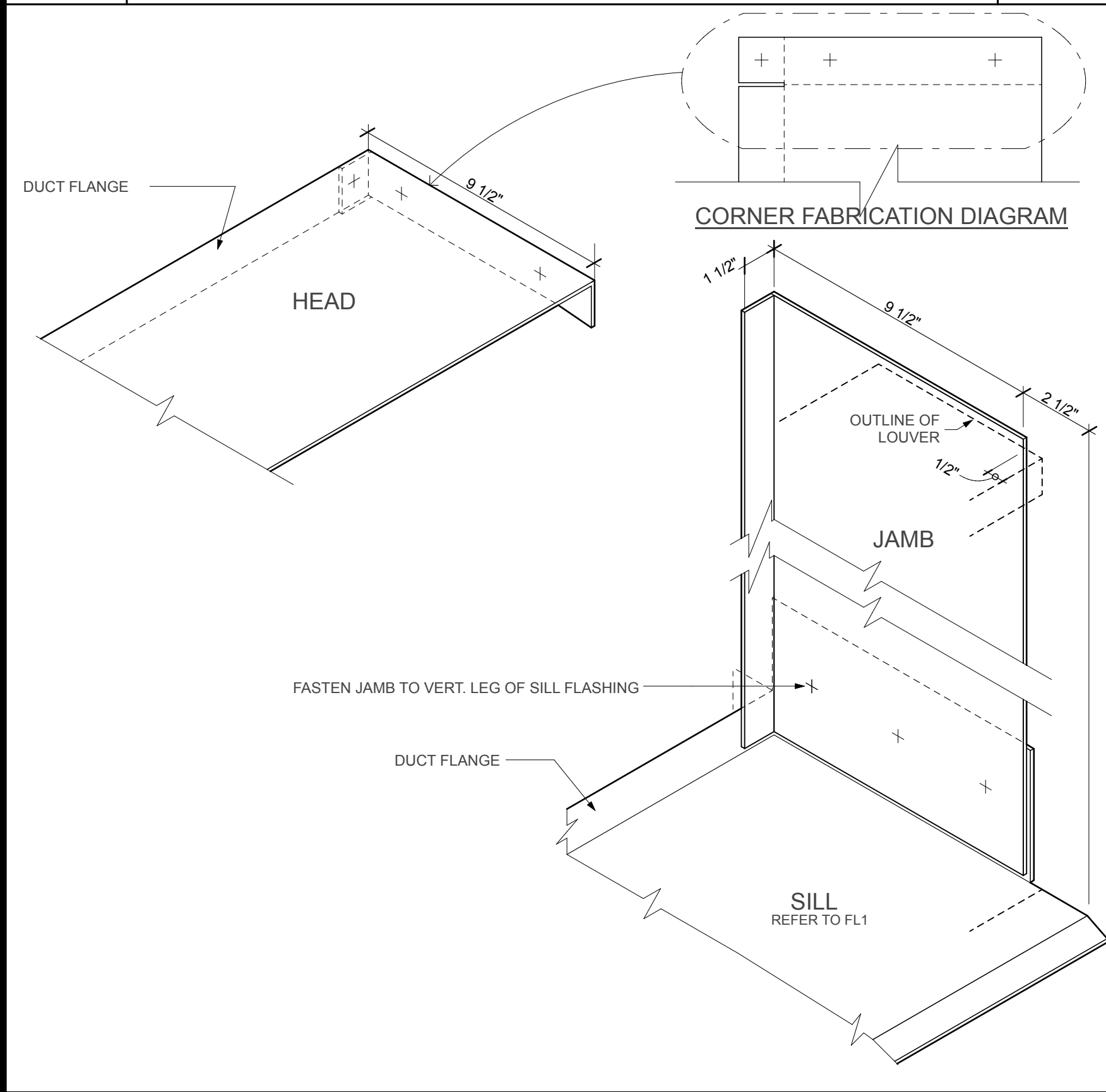
ROOF DETAILS  
 A3.2



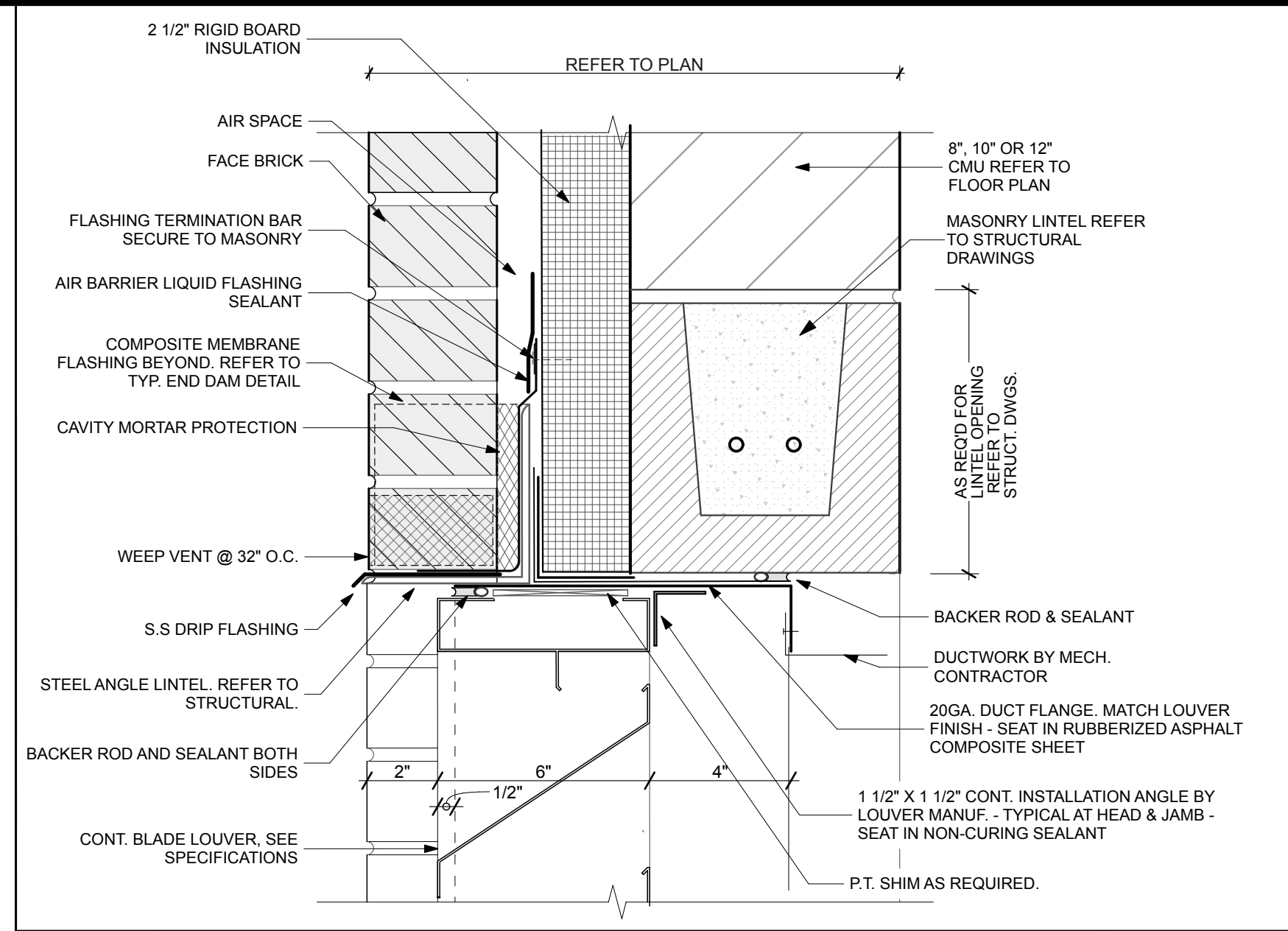
PLOT DATE: 1/10/25 @ 1:28 PM LAYOUT: A3.A3.3:ROOF PLANS AND DETAILS : ROOF, GUTTER & LOUVER DETAILS FILENAME: 231103 Fire Station CD FILE PATH: BIMcloud: freytaginc - BIMcloud Software as a Service/231103 Fire Station CD



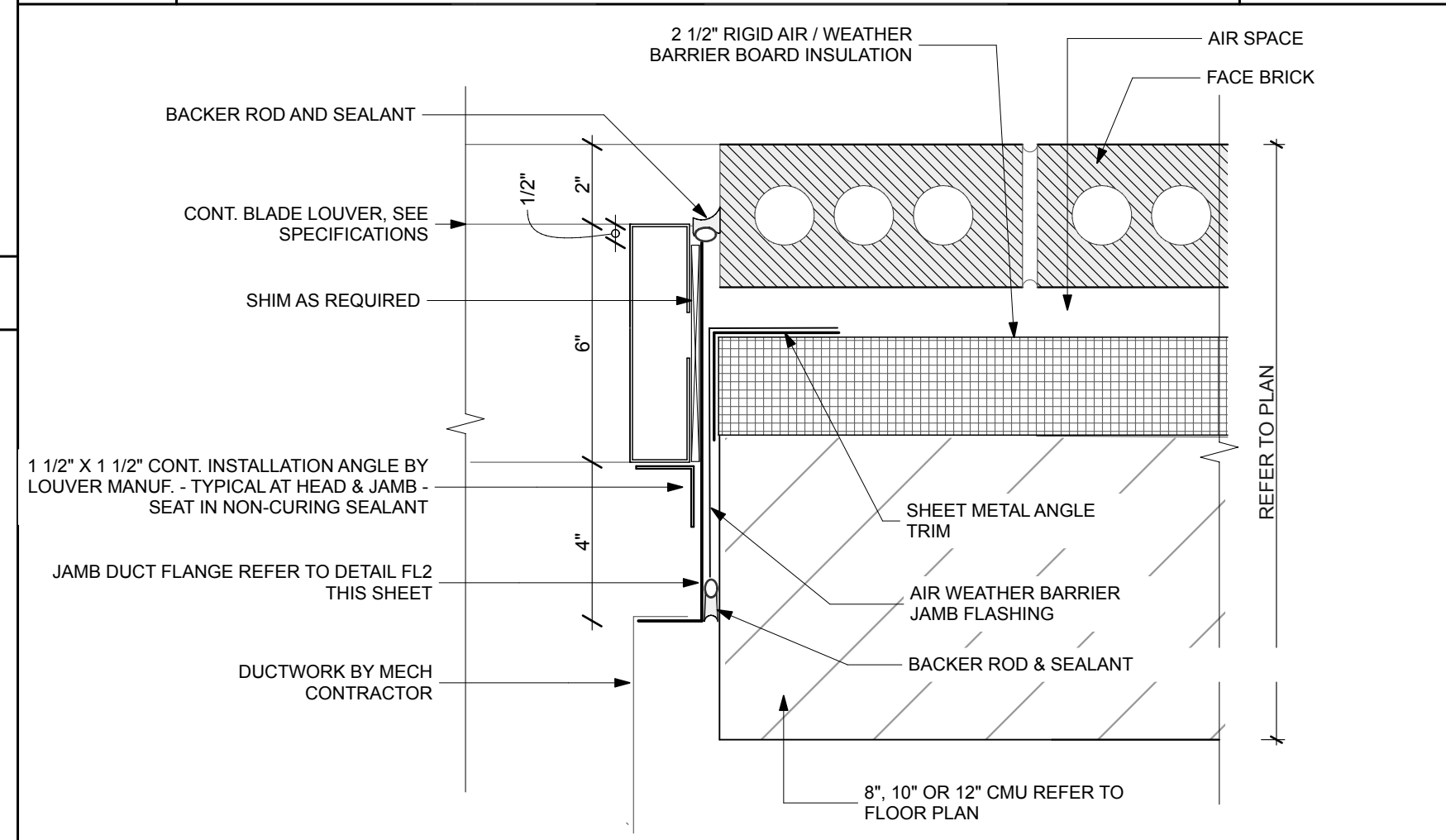
FL1 LOUVER SILL & SPLICE PLATE N.T.S.



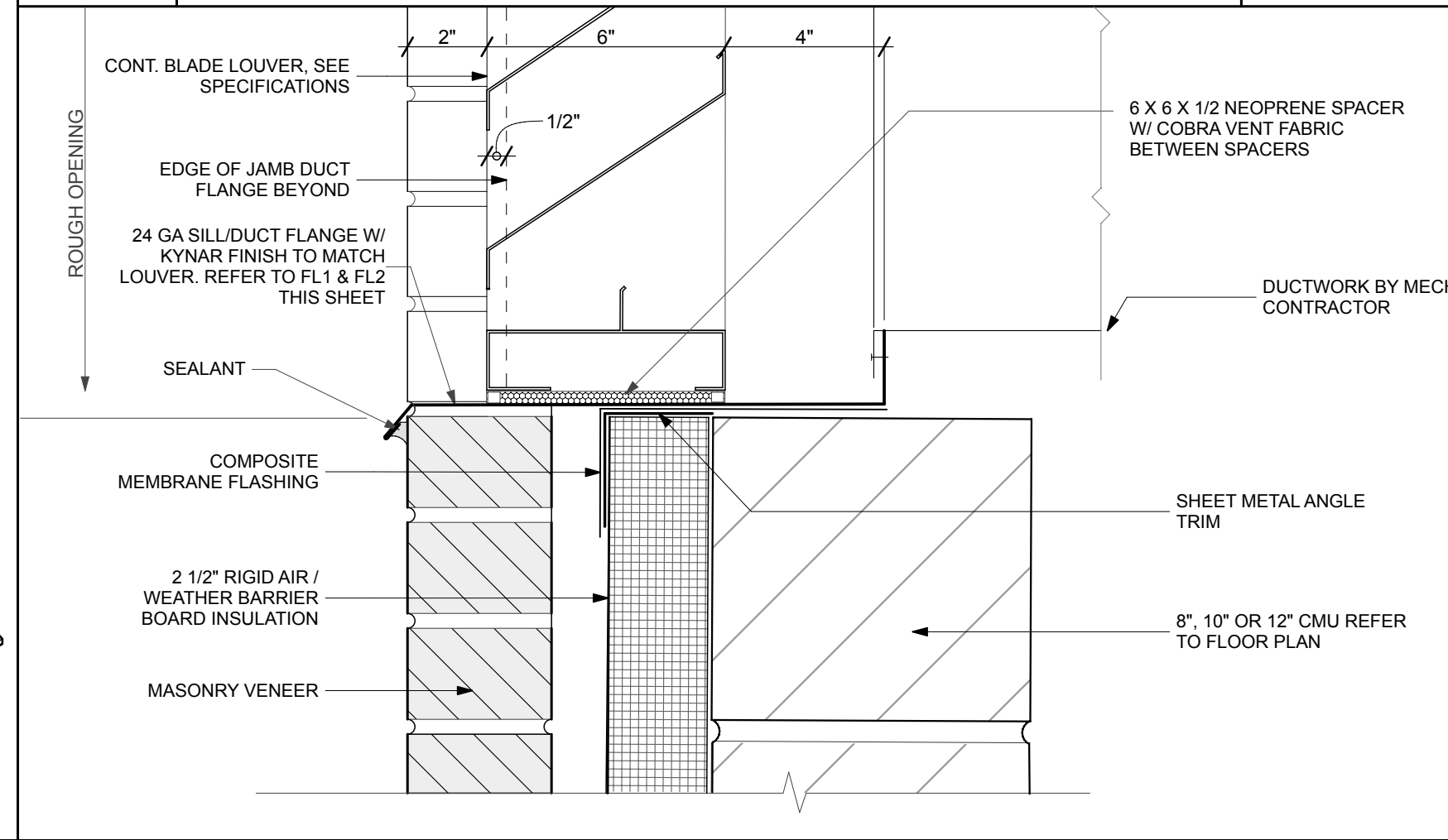
FL2 DUCT FLANGE LOUVER SILL DETAIL N.T.S.



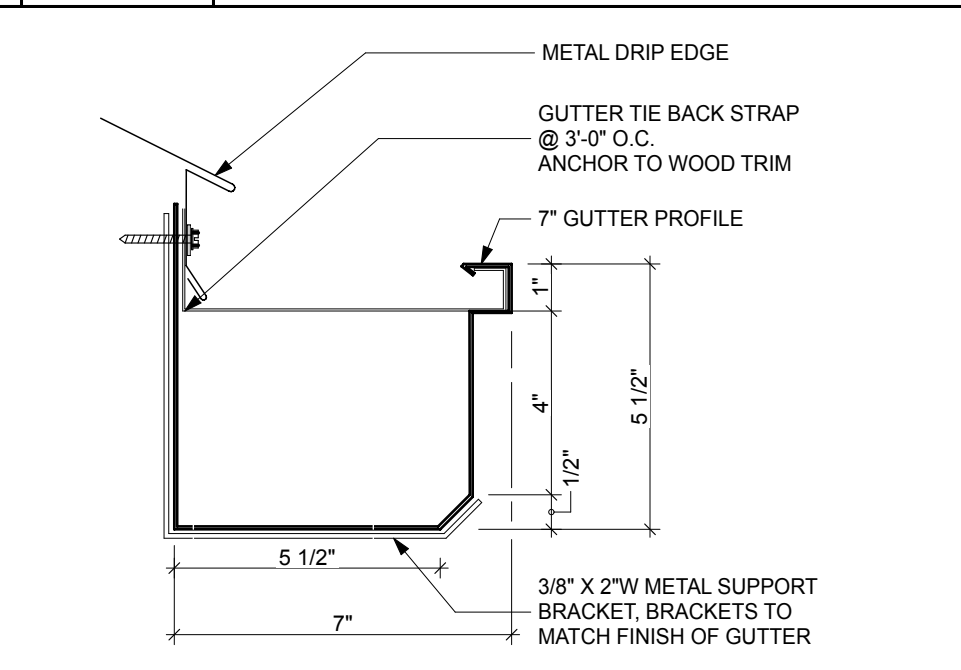
LH1 LOUVER HEAD DETAIL 3" = 1'-0"



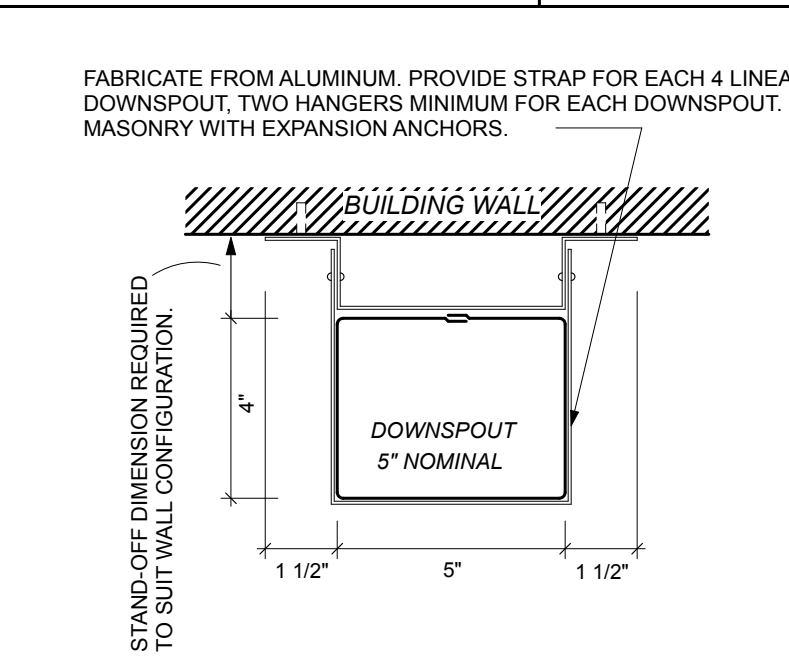
LJ2 LOUVER JAMB DETAIL 3" = 1'-0"



LS3 LOUVER SILL DETAIL 3" = 1'-0"

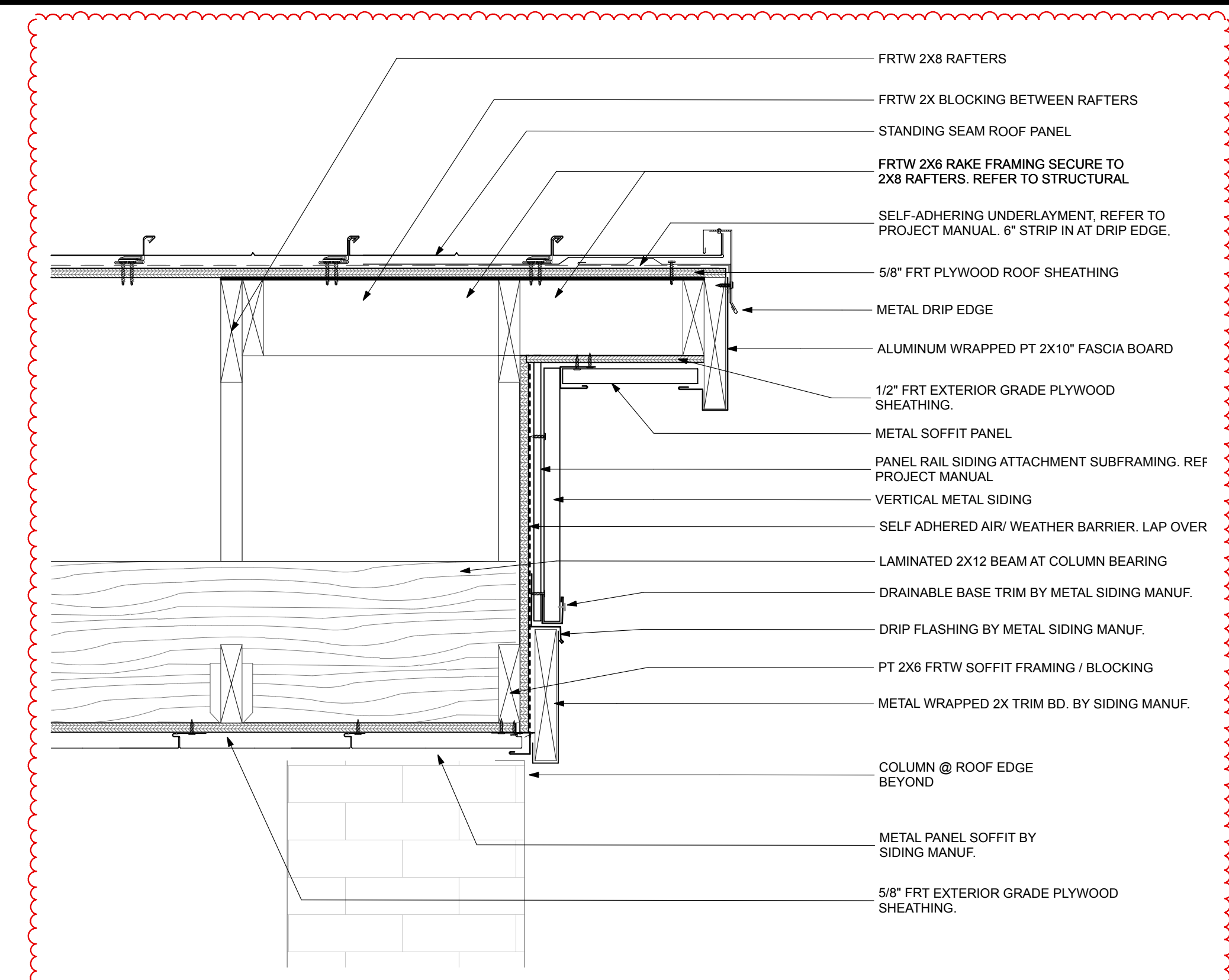


6 GUTTER DETAIL SCALE: 3" = 1'-0"

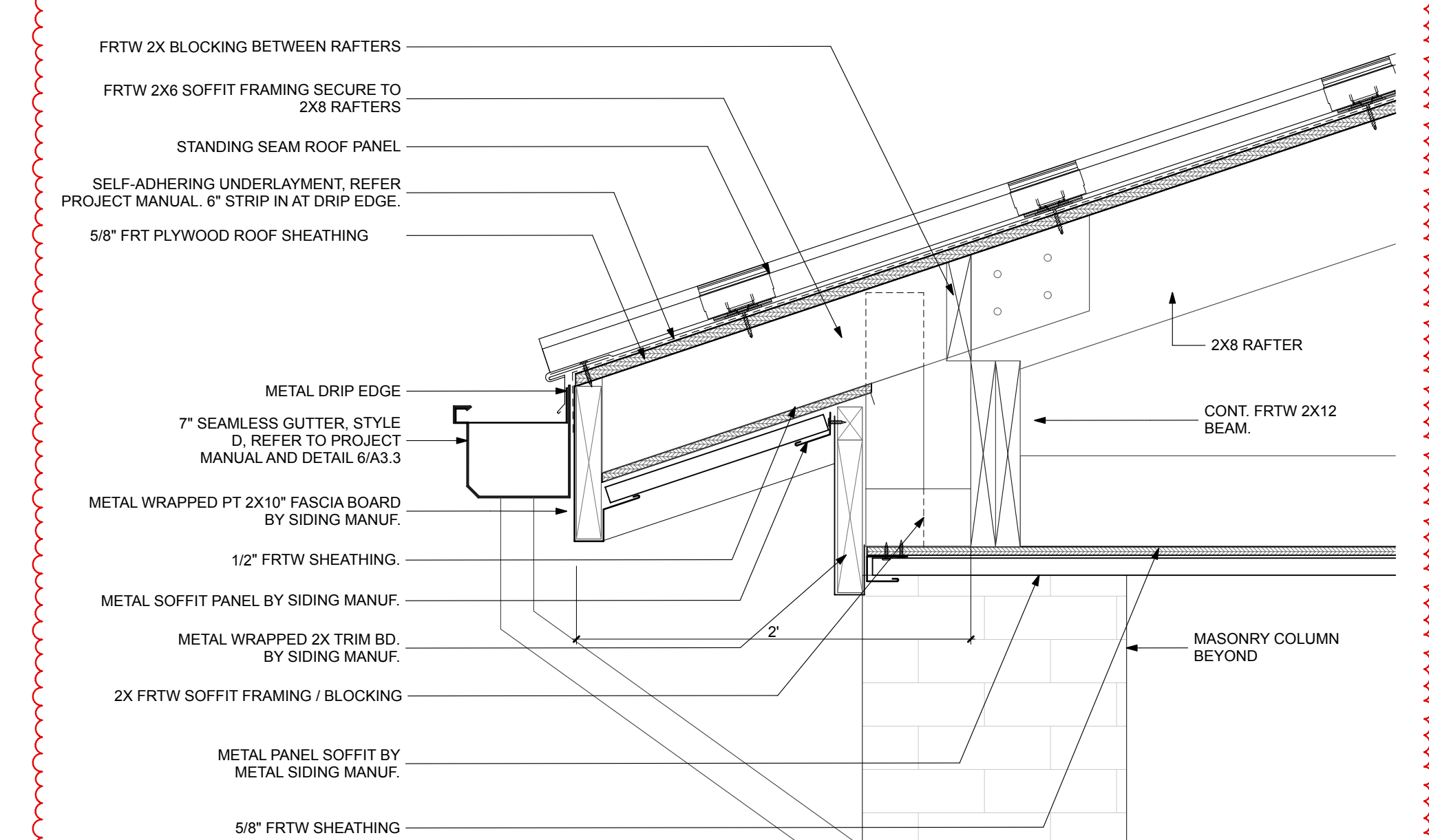


5 DOWNSPOUT DETAIL SCALE: 3" = 1'-0"

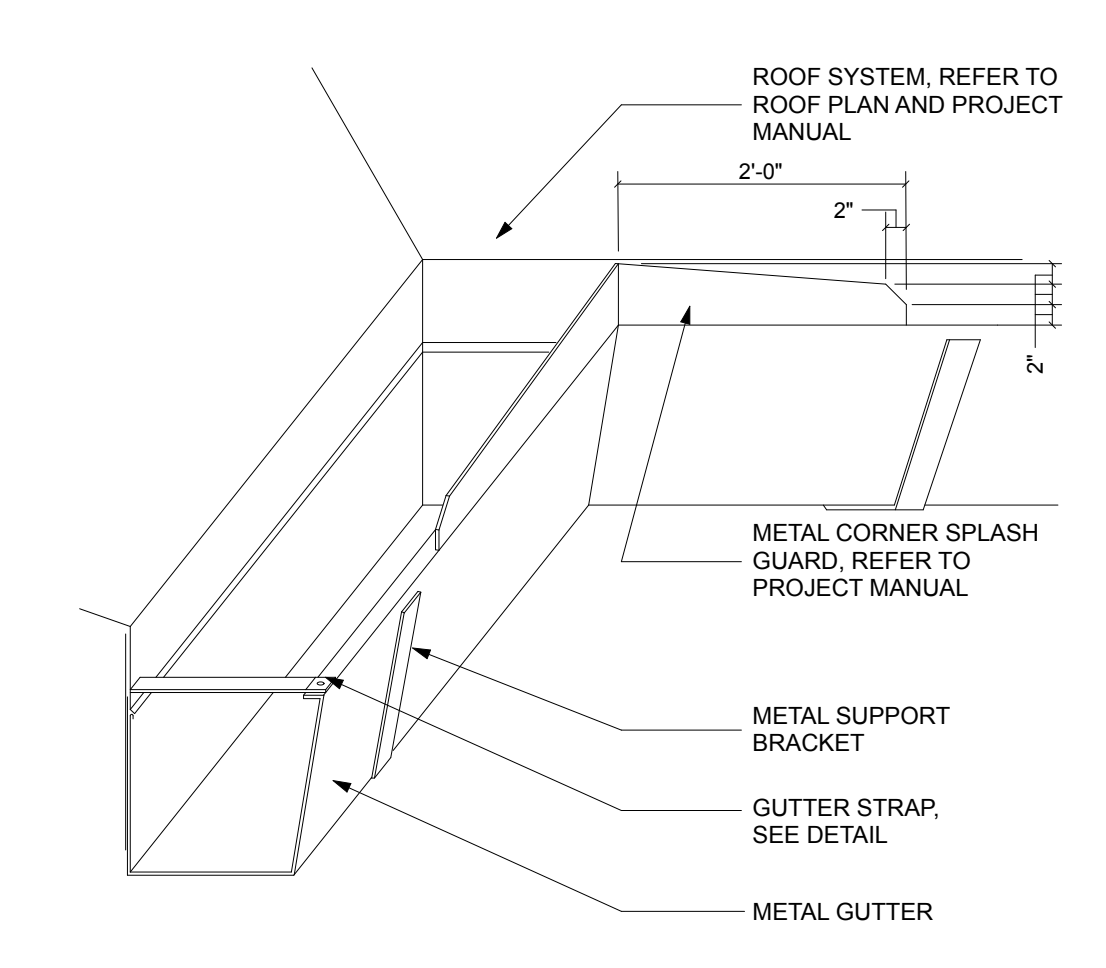
1 A3.3  
2



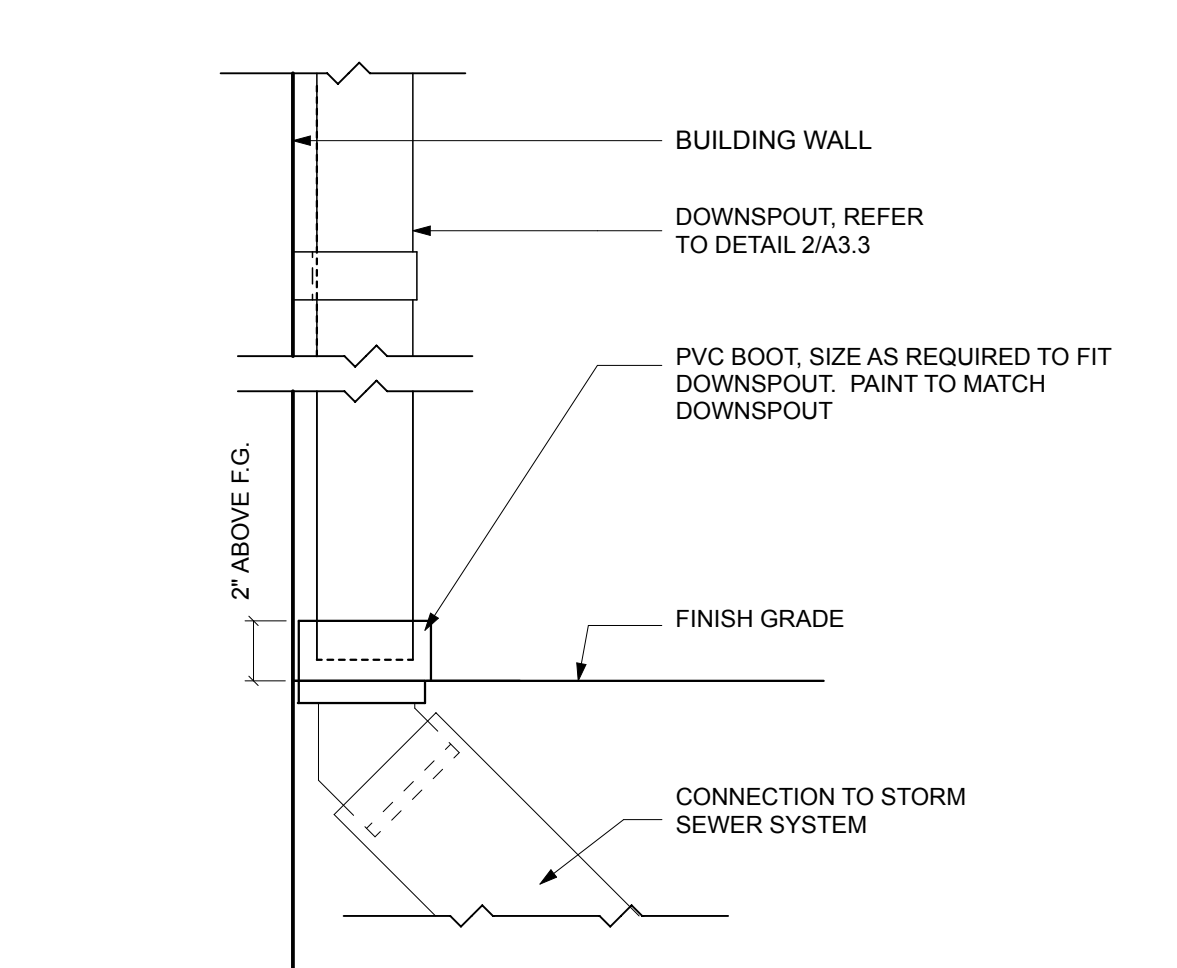
1 PATIO EDGE DETAIL SCALE: 1 1/2" = 1'-0"



2 PATIO GUTTER DETAIL SCALE: 1 1/2" = 1'-0"



4 CORNER SPLASH DETAIL SCALE: 1 1/2" = 1'-0"



3 DOWNSPOUT DETAIL SCALE: 3" = 1'-0"

**FREYTAG & ASSOCIATES INC.**  
ARCHITECTS ENGINEERS  
9371 492-4983  
www.freytaginc.com  
info@freytaginc.com  
226 N. MIAMI AVE.  
P.O. BOX 220  
SIDNEY, OHIO 45345

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
CITY OF SIDNEY  
2324 CAMPBELL ROAD  
SIDNEY, OH 45365

STATE OF OHIO  
DANIEL J. FREYTAG  
8533  
REGISTERED ARCHITECT  
Daniel J. Freytag, License #8533  
Expiration Date: 12/31/2025

These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS  
STORM SHELTER REVIEW  
PLAN APPROVAL / BIDDING  
ADDENDUM 2 1/10/2025

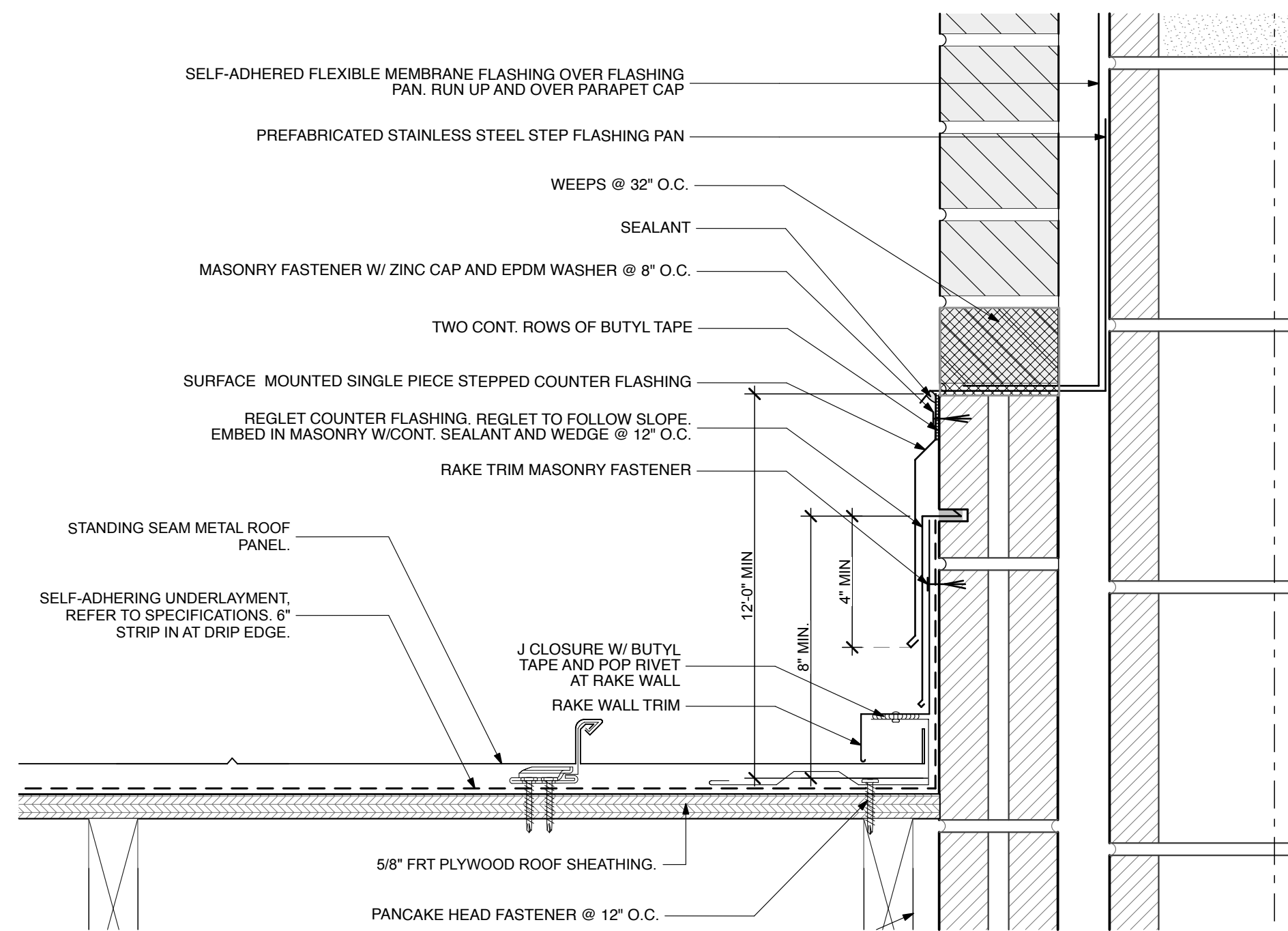
COMM. NUMBER DATE  
2207.02 11/22/24

DRAWN BY CHECKED BY  
AF/RS DF

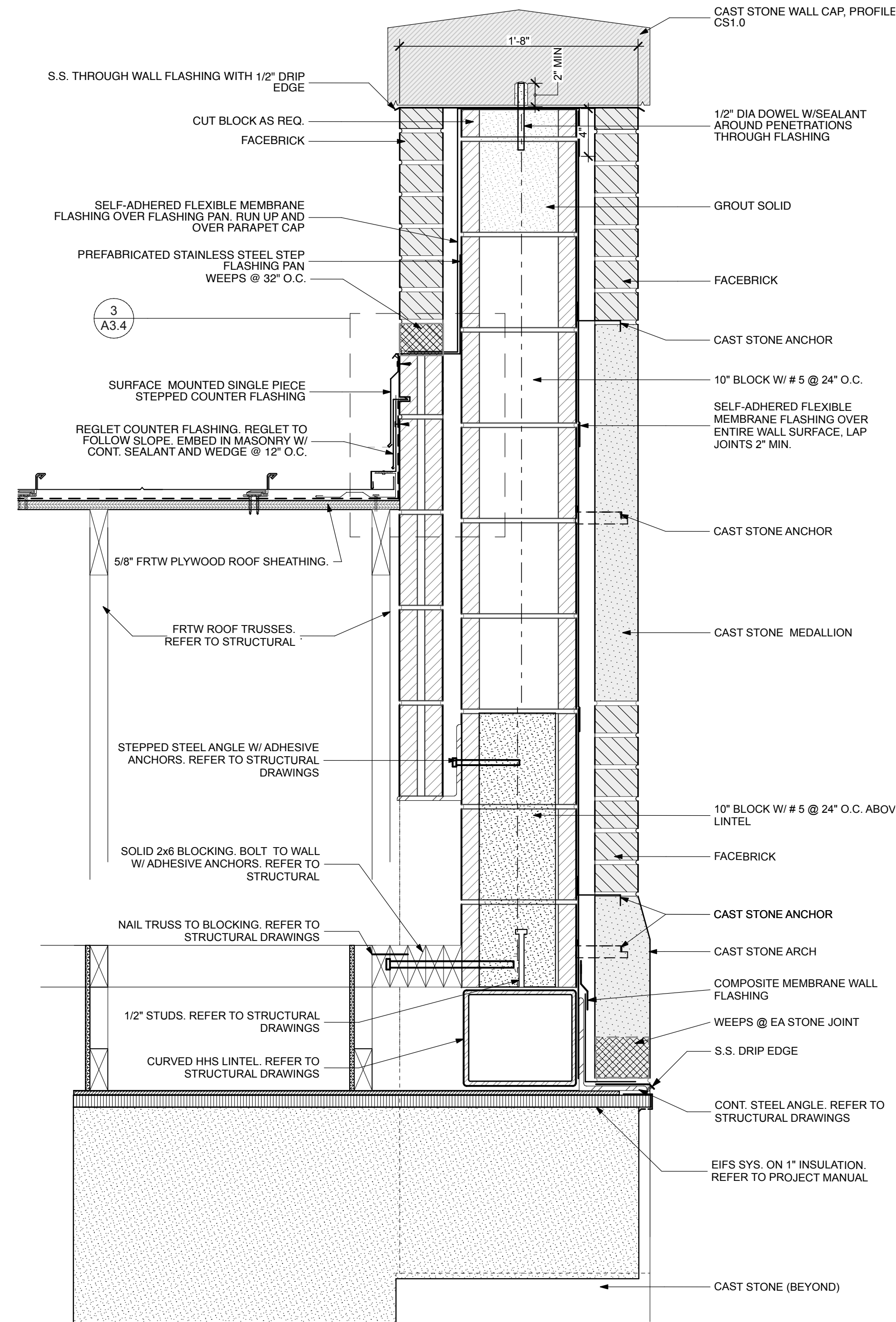
ROOF, GUTTER & LOUVER DETAILS  
**A3.3**



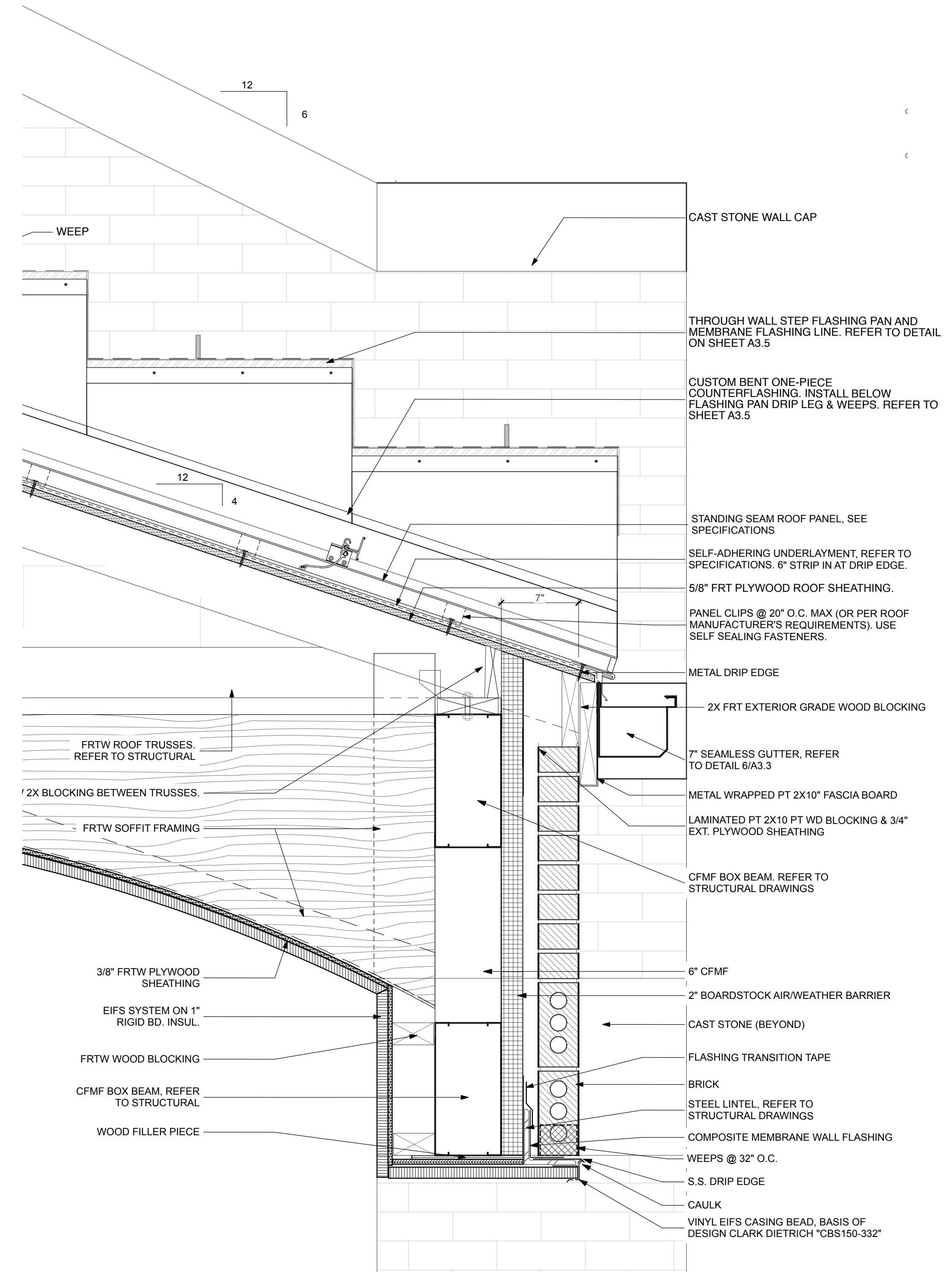
PLOT DATE: 1/10/25 @ 1:28 PM LAYOUT: A3.A3.4: ROOF PLANS AND DETAILS : ROOF DETAILS FILENAME: 231103 Fire Station CD FILE PATH: BIMcloud - BIMcloud Software as a Service/231103 Fire Station CD



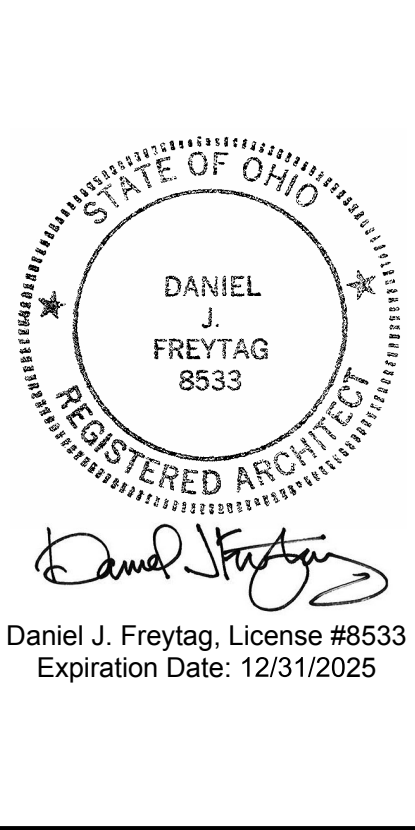
**3** STEP FLASHING DETAIL  
A3.4 SCALE: 3" = 1'-0"



**2** ENTRY PORCH SECTION  
A3.4 SCALE: 1 1/2" = 1'-0"



**1** ENTRY GUTTER DETAIL AND SOFFIT  
A3.4 SCALE: 1 1/2" = 1'-0"



These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS	
STORM SHELTER REVIEW	
PLAN APPROVAL / BIDDING	
ADDENDUM 2	1/10/2025

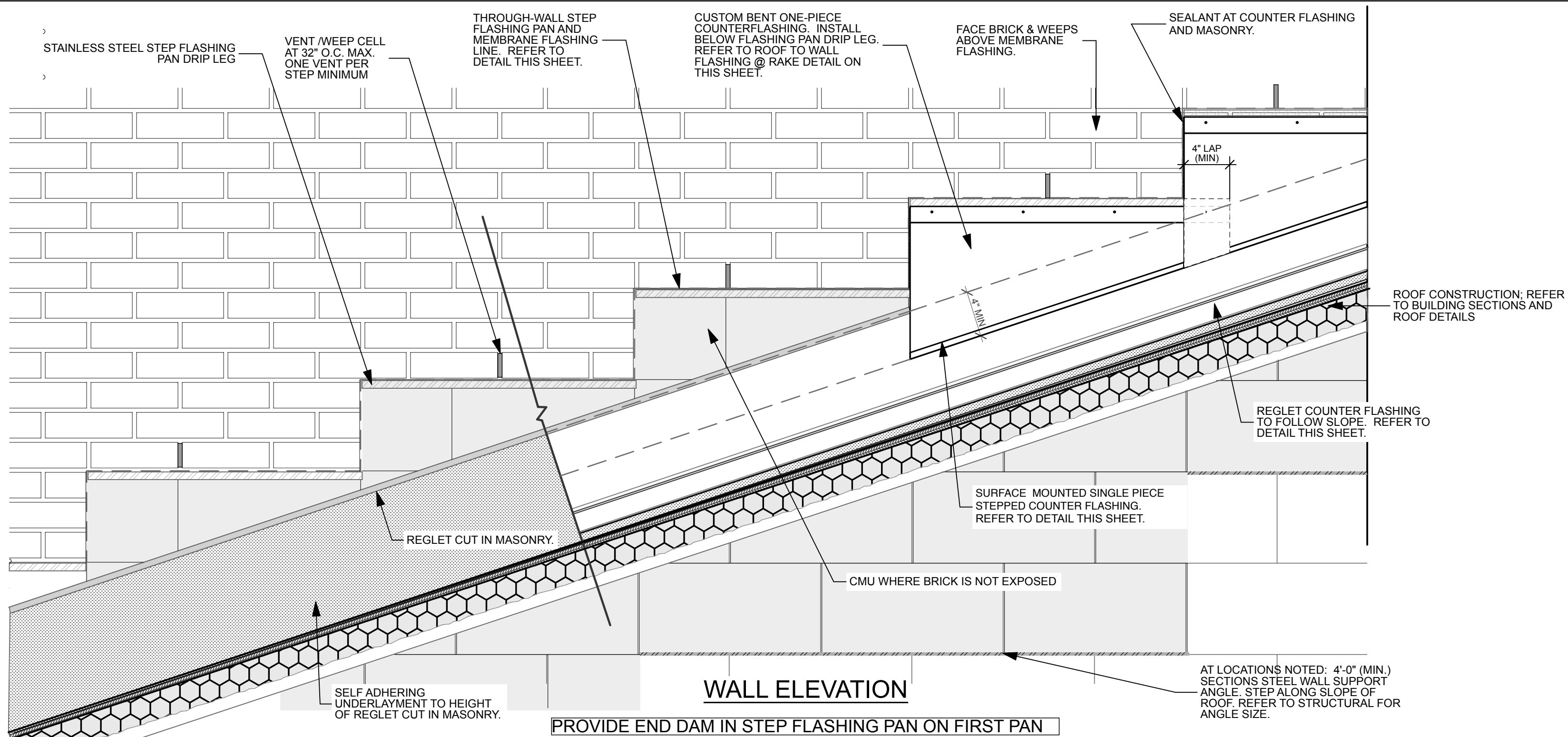
COMM. NUMBER	DATE
2207.02	11/22/24
DRAWN BY	CHECKED BY
AF/RS	DF

ROOF DETAILS

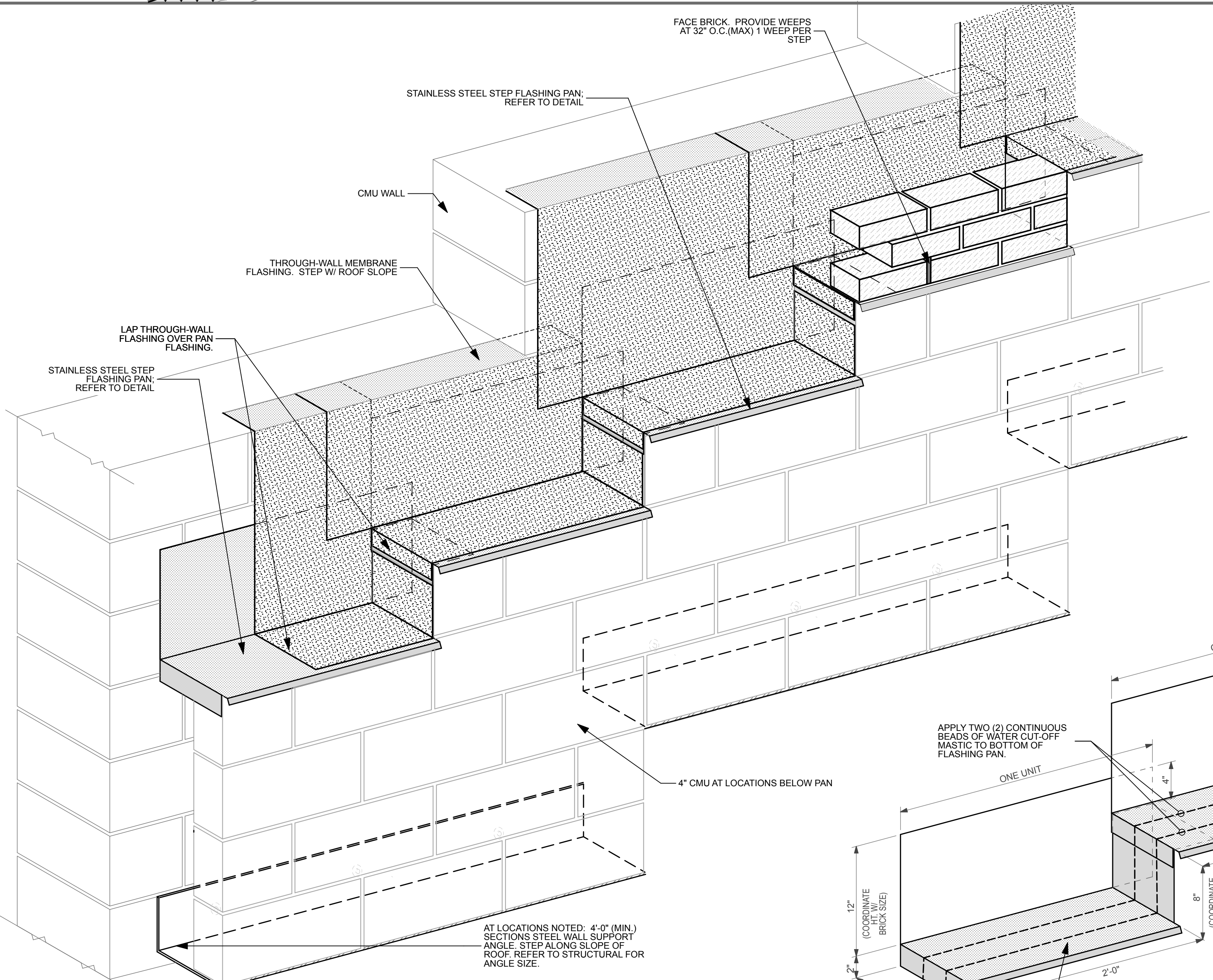
**A3.4**



PLOT DATE: 11/02/25 @ 1:28 PM LAYOUT: A3.A3.5:ROOF PLANS AND DETAILS : ROOF DETAILS : FILE NAME: 231103 Fire Station CD : FILE PATH: BIMcloud Software as a Service\231103 Fire Station CD

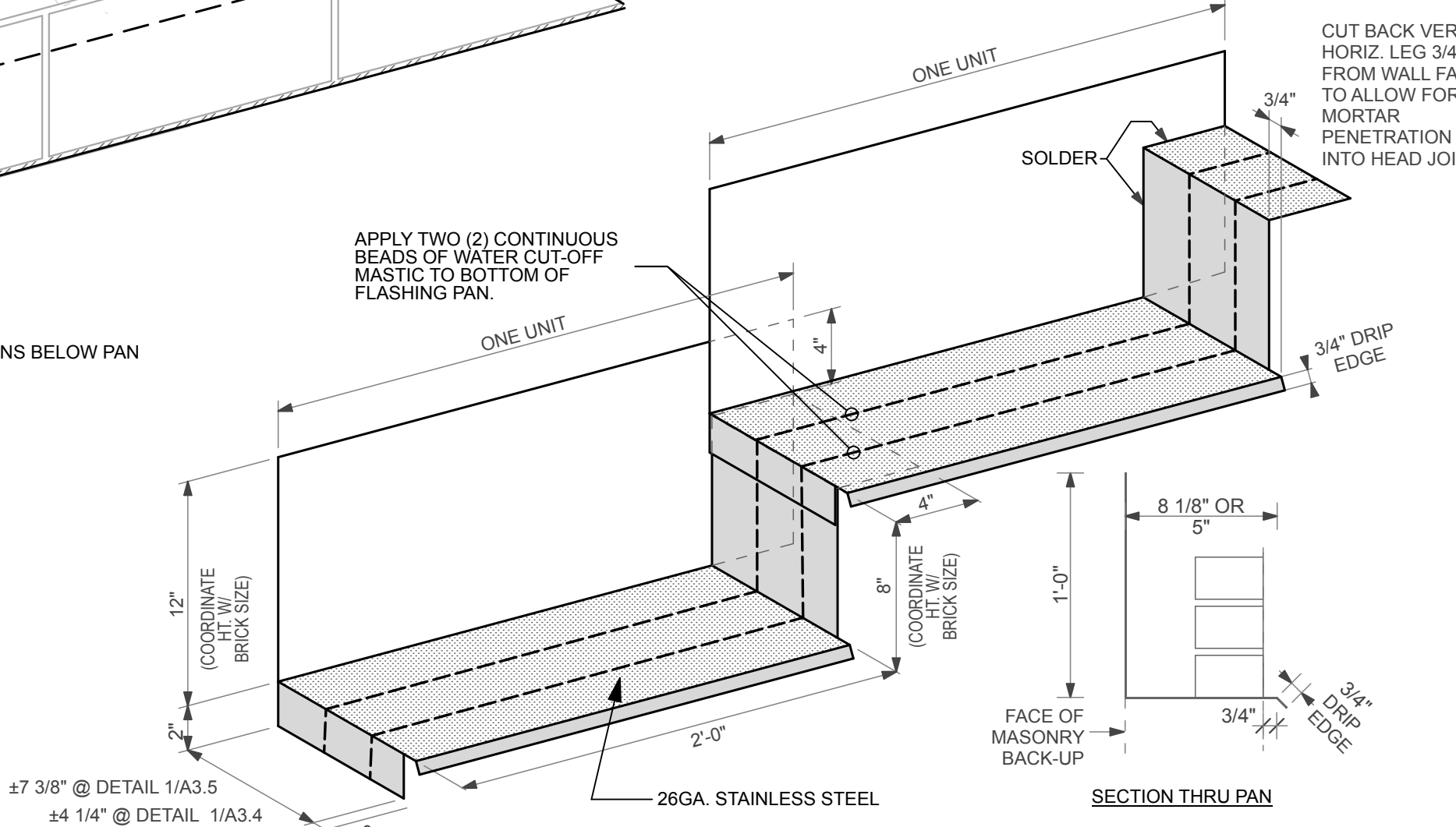


**WALL ELEVATION**

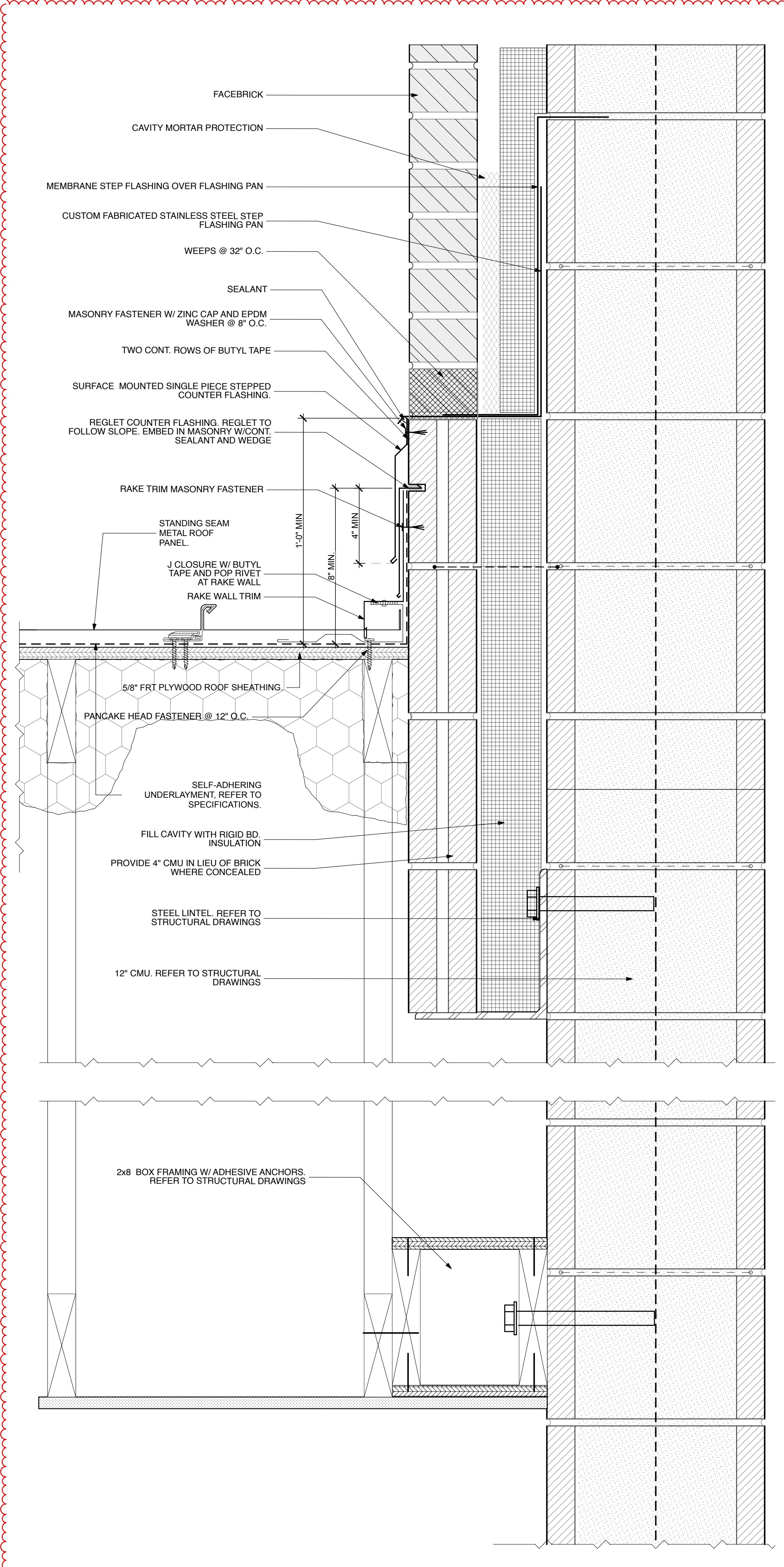


**THRU-WALL FLASHING & WALL CONSTRUCTION ISOMETRIC**

\* NOTE: CAVITY WALL INSULATION AND WALL REINFORCING IS NOT SHOWN FOR CLARITY



**CUSTOM FABRICATED STAINLESS STEEL STEP FLASHING PAN DETAIL**



**ROOF TO WALL FLASHING AT RAKE**

2 1 A3.5 SCALE: 3\"/>

2 TYPICAL THROUGH WALL STEP FLASHING DETAIL @ ROOF RAKE A3.5 1 1/2\"/>

**FREYTAG & ASSOCIATES INC.**  
**ARCHITECTS ENGINEERS**  
 (937) 492-4983  
 www.freytaginc.com  
 info@freytaginc.com  
 226 N. MIAMI AVE.  
 P.O. BOX 220  
 SIDNEY, OHIO 45365

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
 CITY OF SIDNEY  
 2324 CAMPBELL ROAD  
 SIDNEY, OH 45365

STATE OF OHIO  
 DANIEL J. FREYTAG  
 8533  
 REGISTERED ARCHITECT  
 Daniel J. Freytag, License #8533  
 Expiration Date: 12/31/2025

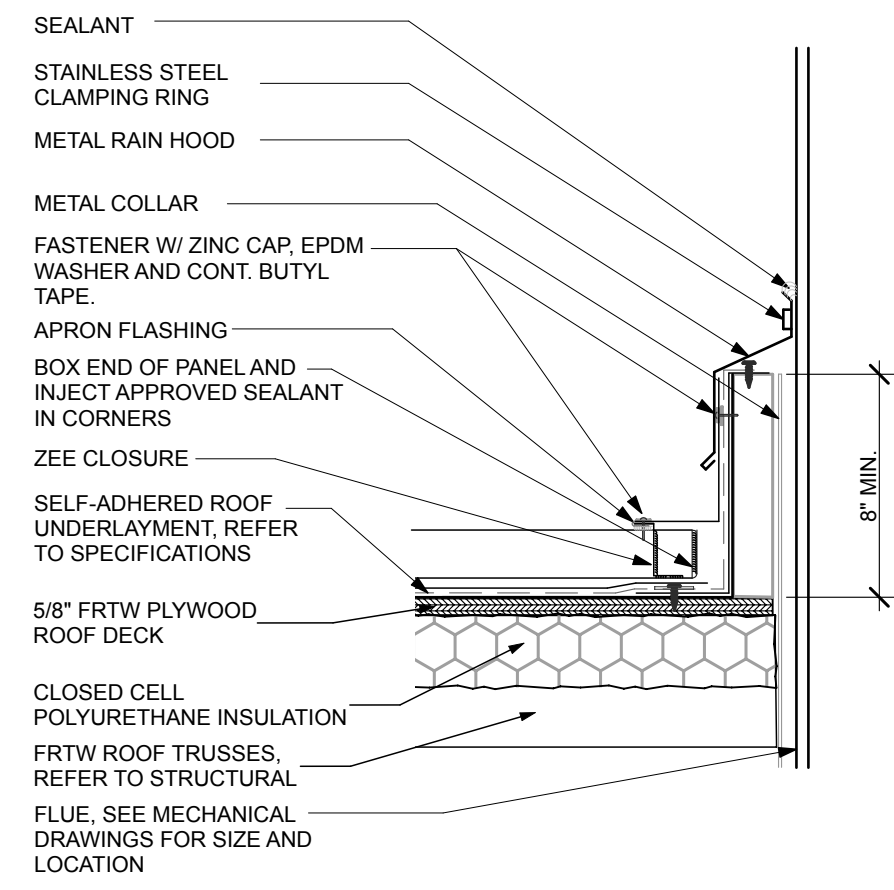
These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS	
STORM SHELTER REVIEW	
PLAN APPROVAL / BIDDING	
ADDENDUM 2	1/10/2025
COMM. NUMBER	DATE
2207.02	11/22/24
DRAWN BY	CHECKED BY
AF/RS	DF

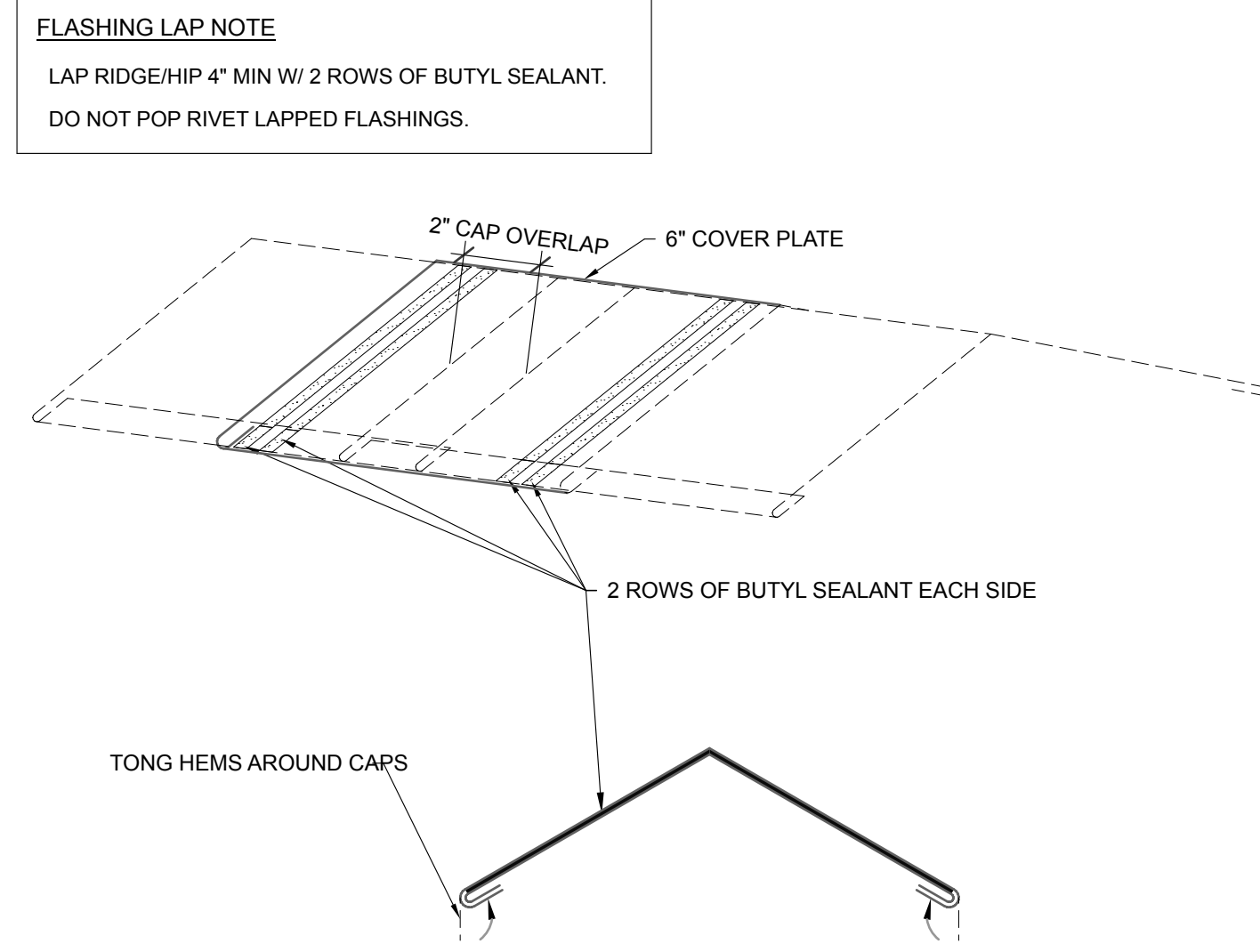
ROOF DETAILS  
**A3.5**



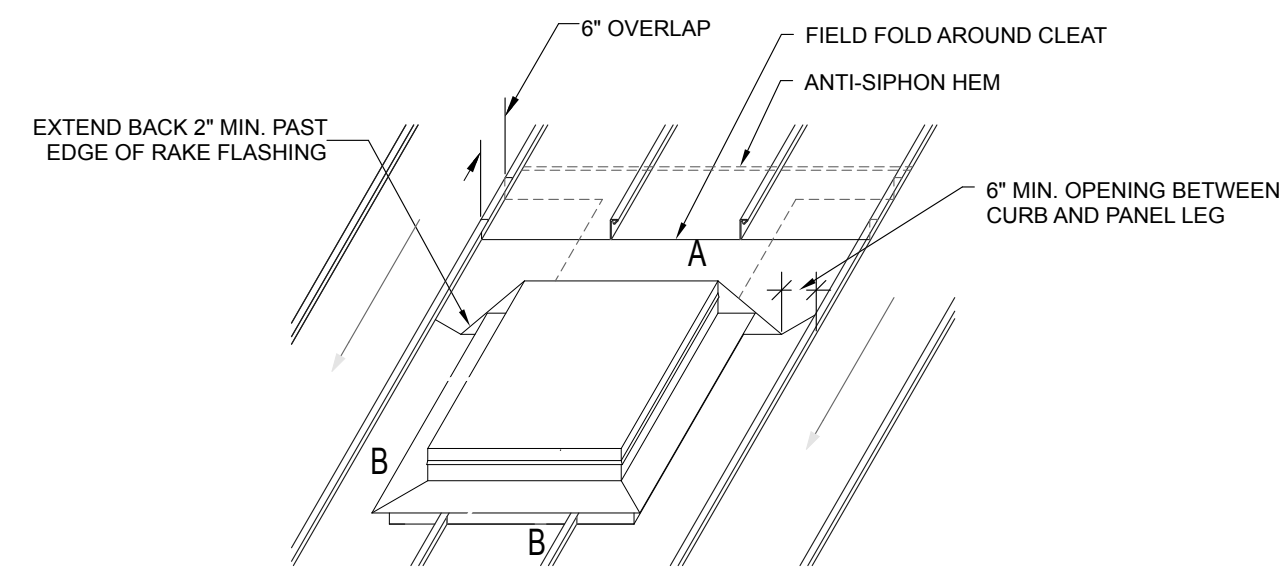
PLOT DATE: 1/10/25 @ 1:26 PM LAYOUT: A3.A3.6:ROOF PLANS AND DETAILS : ROOF DETAILS FILENAME: 231103 Fire Station CD FILE PATH: BIMcloud: Freytaginc - BIMcloud Software as a Service\231103 Fire Station CD



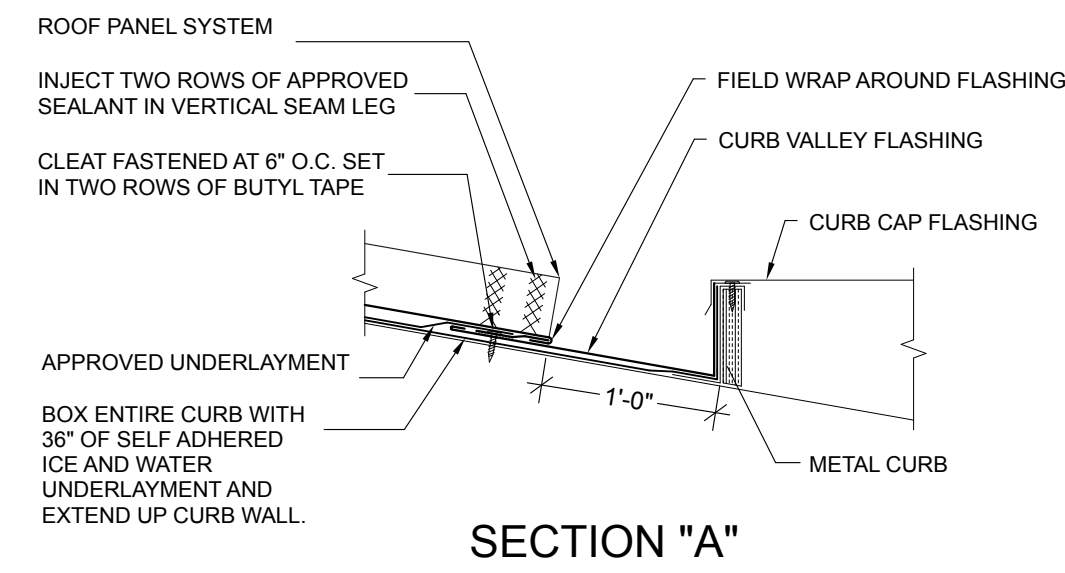
**7 FLUE DETAIL**  
SCALE: 1 1/2" = 1'-0"



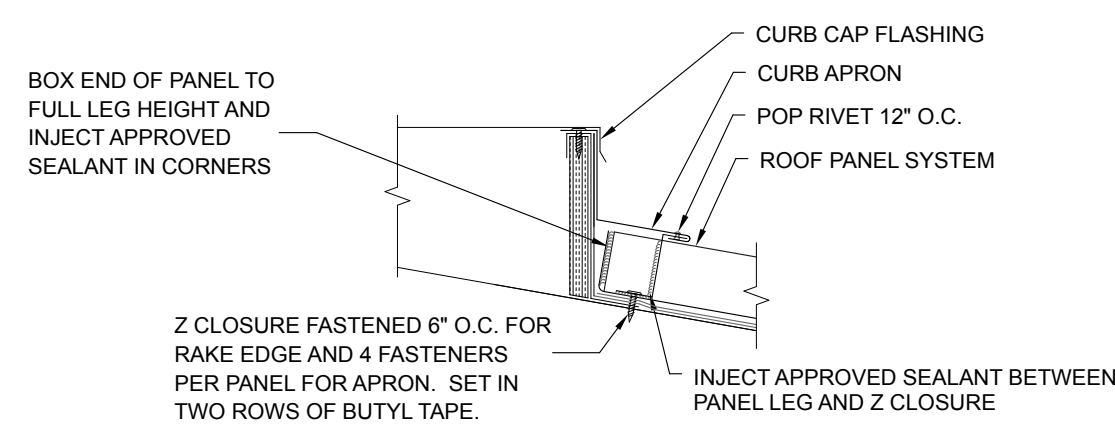
**5 RIDGE COVER PLATE**  
SCALE: 3" = 1'-0"



**CURB DETAIL INSTRUCTIONS**  
4'-0" WIDTH OR LESS

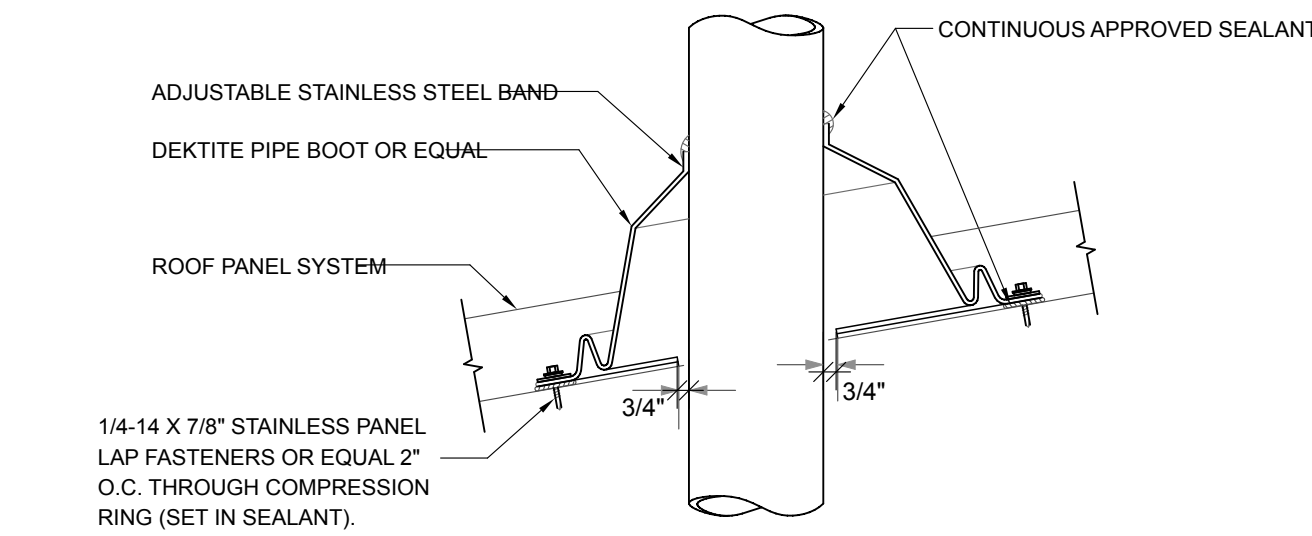


**SECTION "A"**

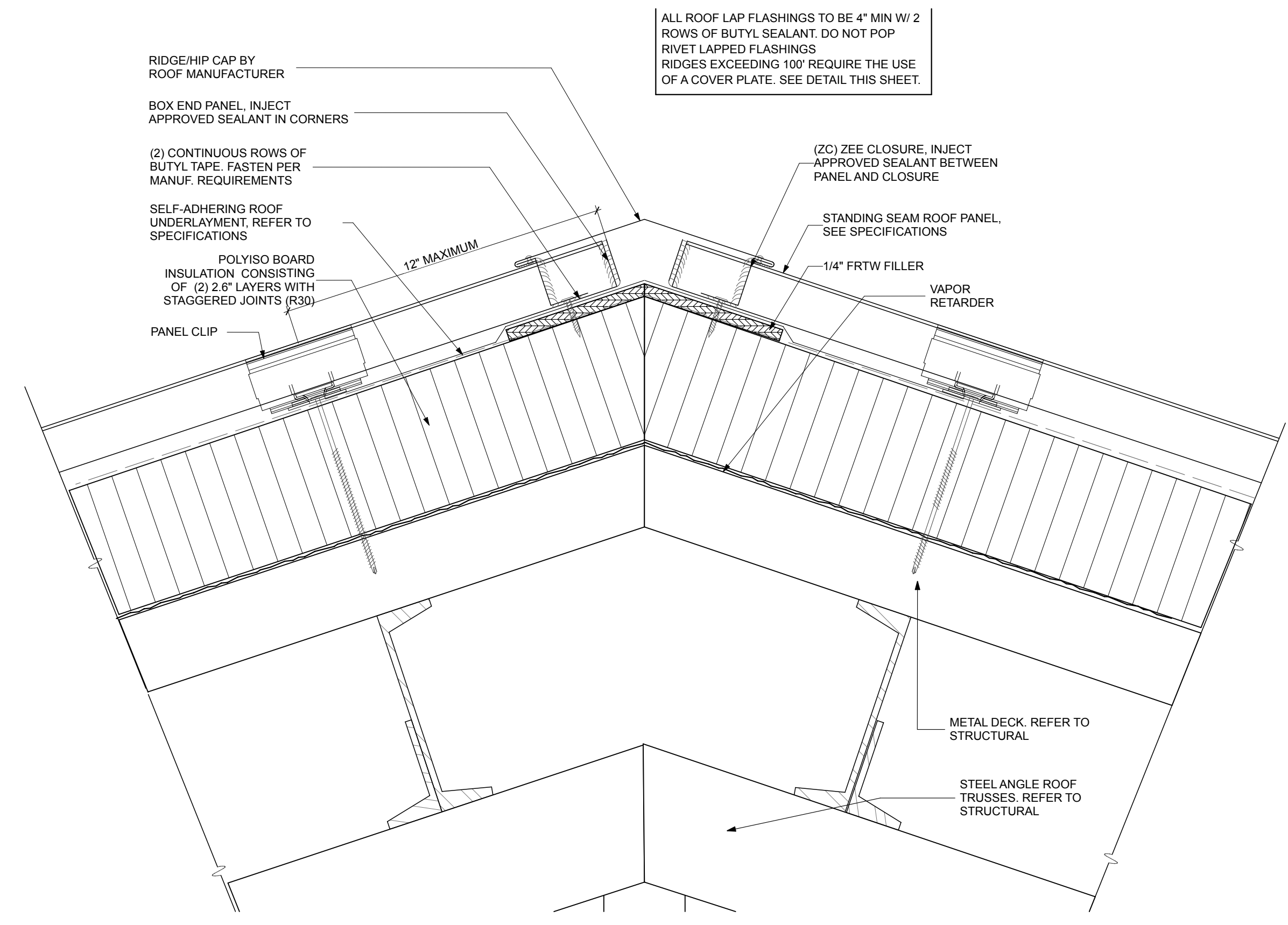
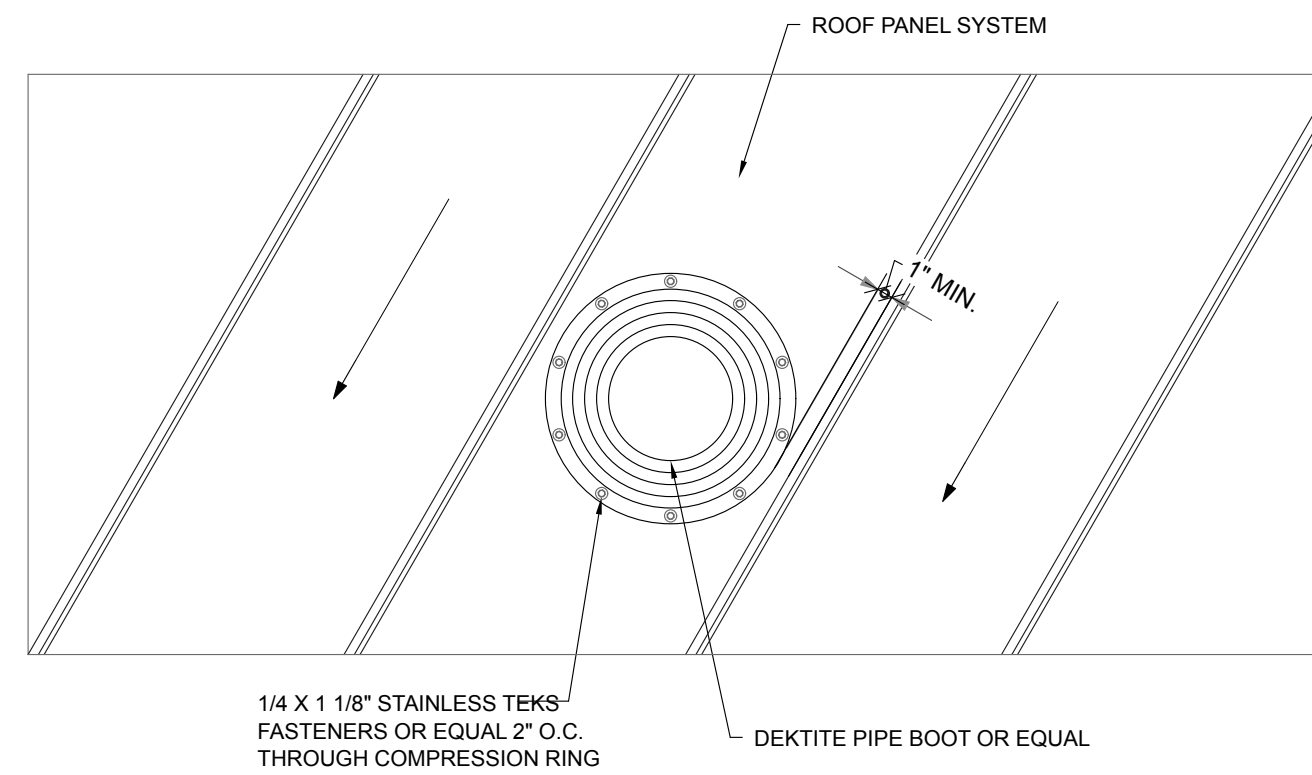


**SECTION "B"**

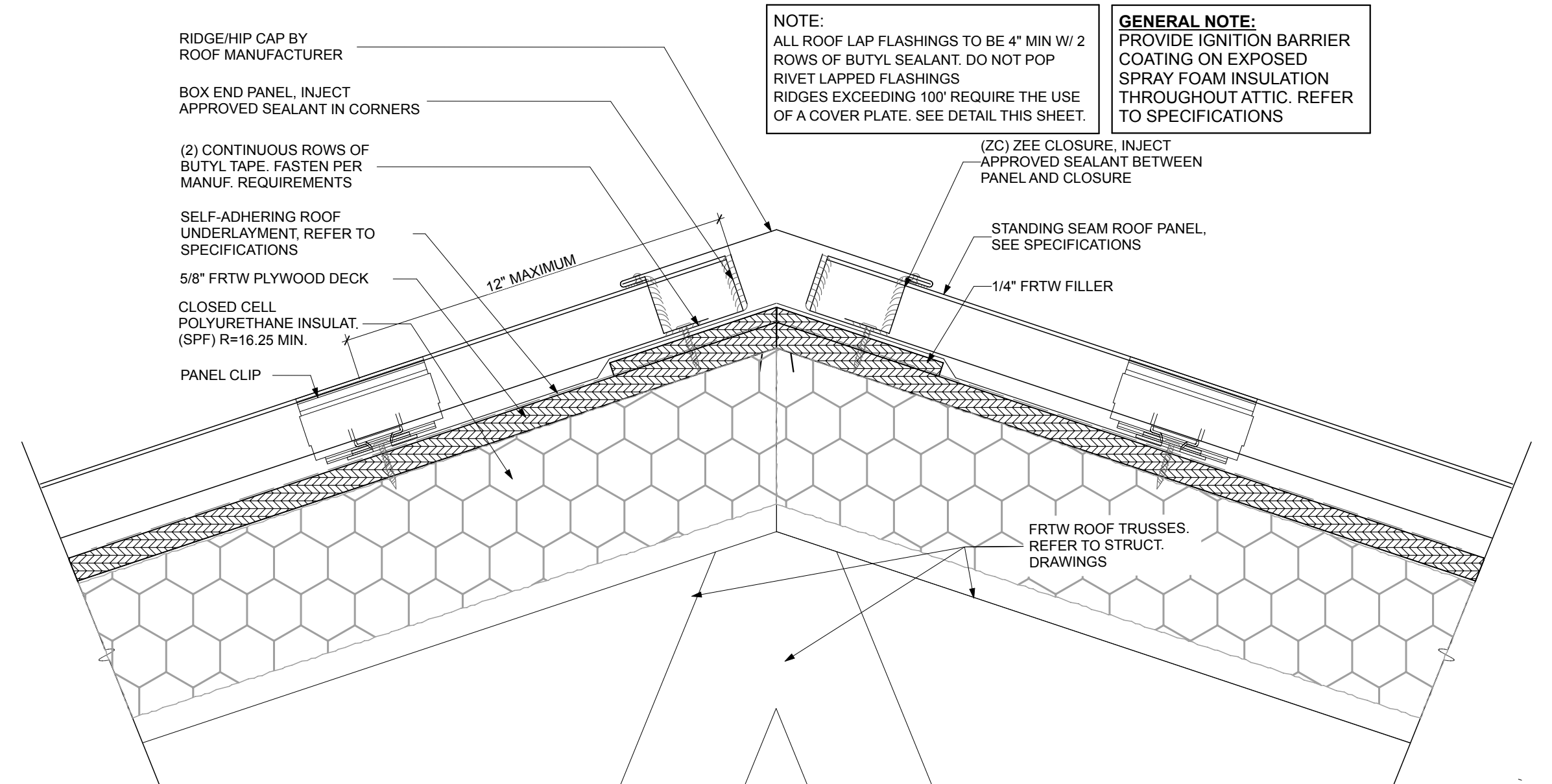
**6 CURB DETAILS**  
SCALE: 3" = 1'-0"



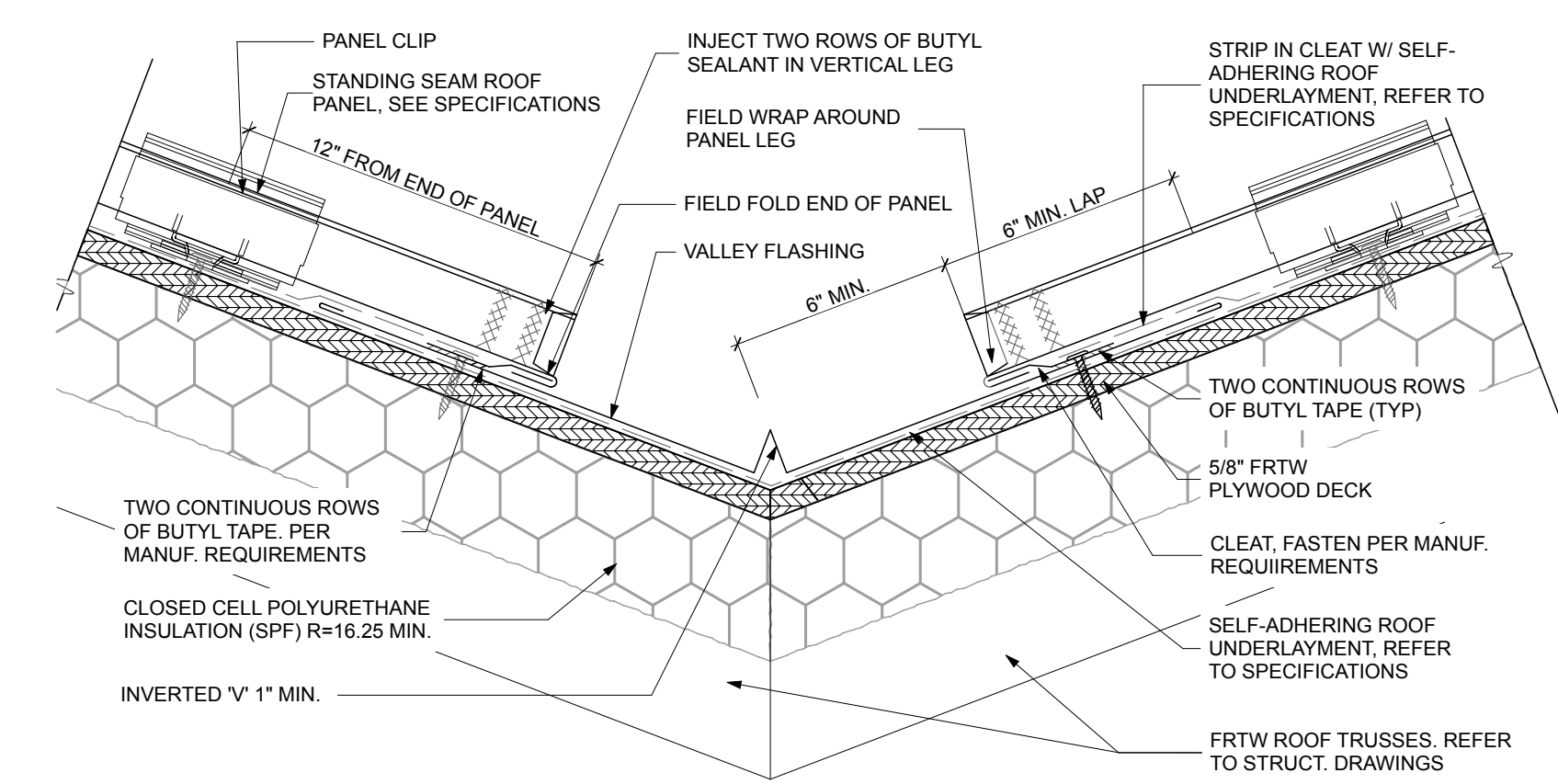
**4 BOOT DETAIL**  
SCALE: 3" = 1'-0"



**3 RIDGE DETAIL APPARATUS BAY**  
SCALE: 3" = 1'-0"



**2 RIDGE DETAIL STATION SUPPORT**  
SCALE: 3" = 1'-0"



**1 VALLEY DETAIL**  
SCALE: 3" = 1'-0"

**FREYTAG & ASSOCIATES INC.**  
**ARCHITECTS ENGINEERS**  
226 N. MIAMI AVE.  
PO. BOX 220  
SIDNEY, OHIO 45345  
(937) 492-4983  
www.freytaginc.com  
info@freytaginc.com

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
CITY OF SIDNEY  
2324 CAMPBELL ROAD  
SIDNEY, OH 45365

STATE OF OHIO  
DANIEL J. FREYTAG  
8533  
REGISTERED ARCHITECT  
*Daniel J. Freytag*  
Daniel J. Freytag, License #8533  
Expiration Date: 12/31/2025

These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS  
STORM SHELTER REVIEW  
PLAN APPROVAL / BIDDING  
ADDENDUM 2 1/10/2025

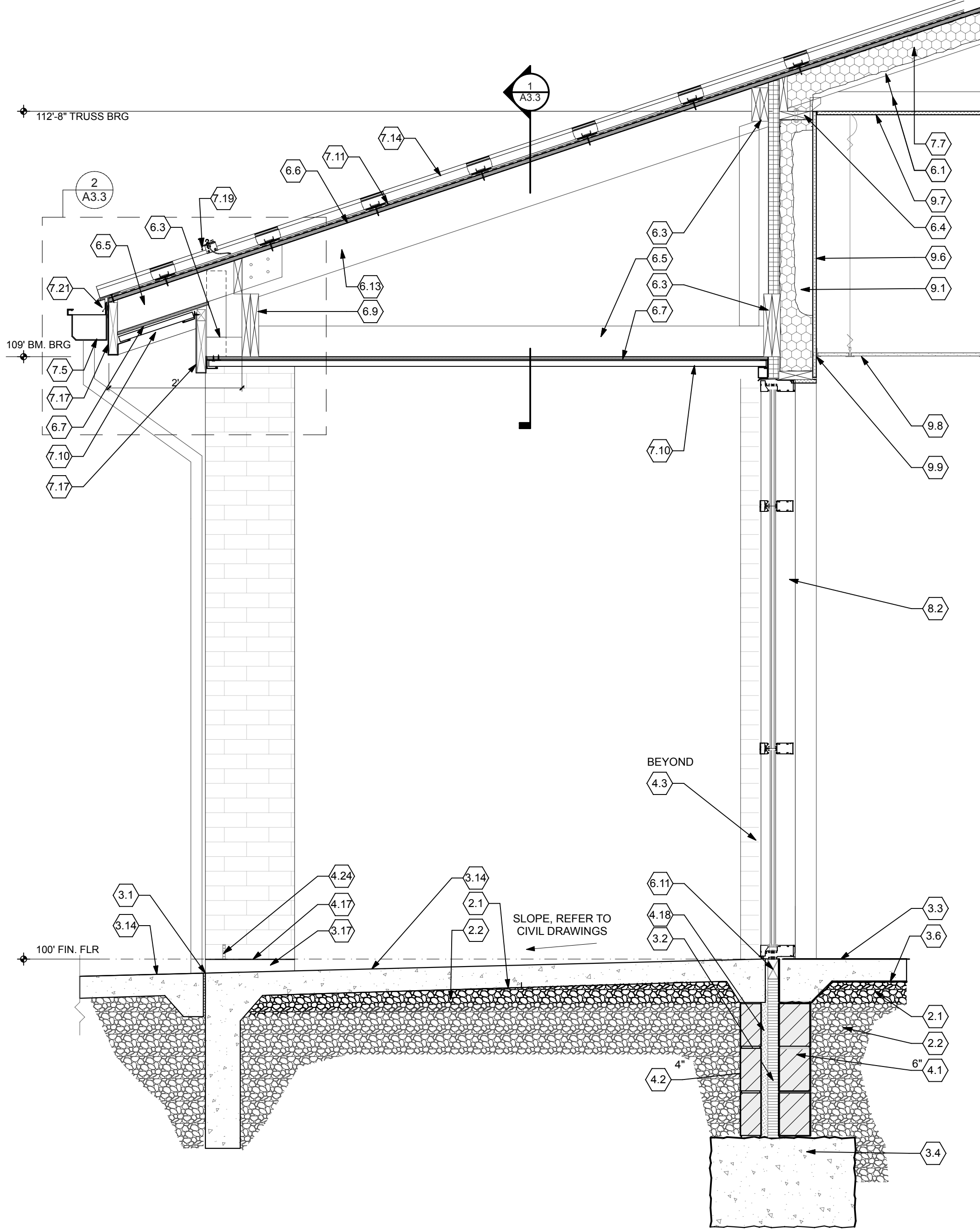
COMM. NUMBER	DATE
2207.02	11/22/24
DRAWN BY	CHECKED BY
AF/RS	DF

ROOF DETAILS

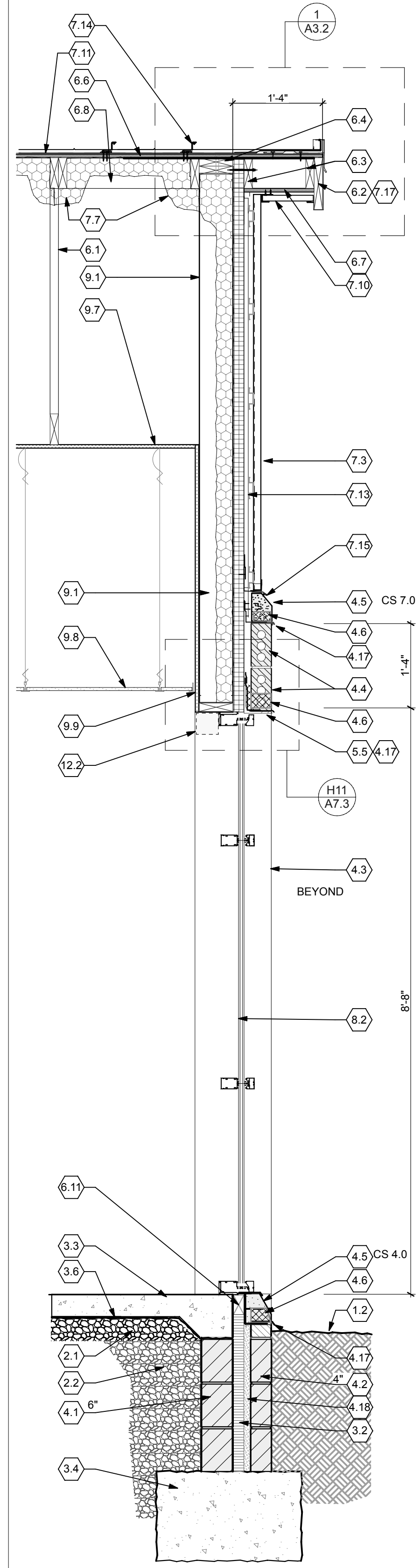
**A3.6**



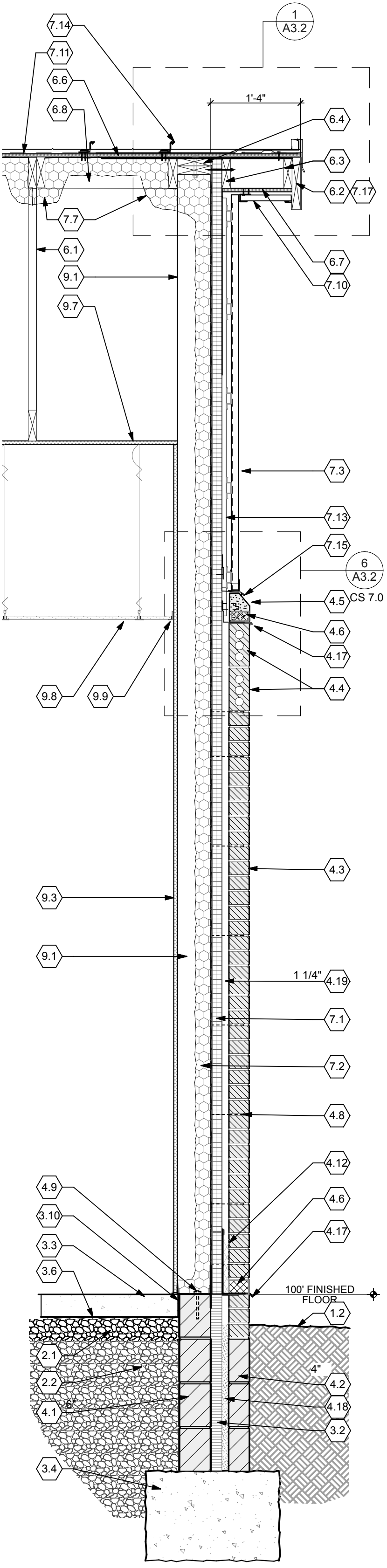
PLOT DATE: 11/02/25 @ 1:27 PM LAYOUT: A6.A6.3:WALL SECTIONS AND DETAILS: WALL SECTIONS FILENAME: 231103 Fire Station CD FILE PATH: BIMcloud: freytaginc - BIMcloud Software as a Service\231103 Fire Station CD



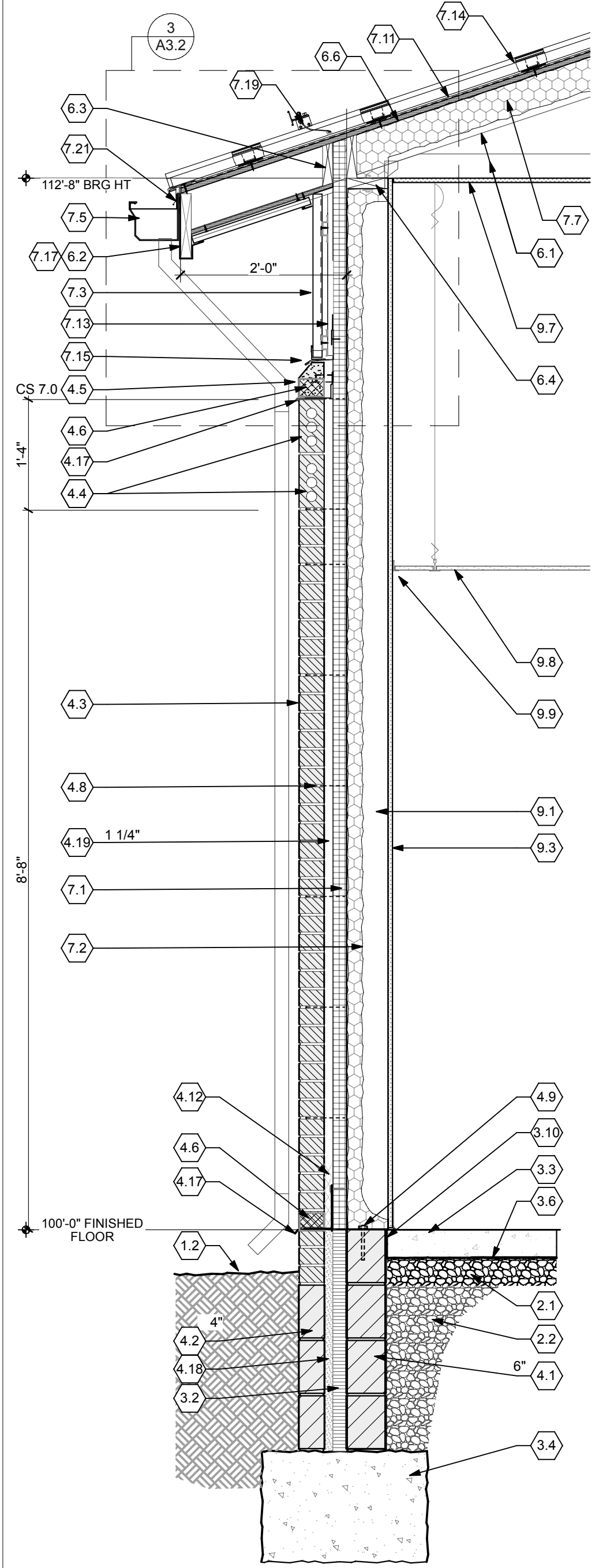
**4 PATIO WALL SECTION**  
SCALE: 3/4" = 1'-0"



**3 WALL SECTION**  
SCALE: 3/4" = 1'-0"



**2 WALL SECTION**  
SCALE: 3/4" = 1'-0"



**1 WALL SECTION**  
SCALE: 3/4" = 1'-0"

GENERAL NOTE:  
PROVIDE IGNITION BARRIER COATING ON EXPOSED SPRAY FOAM INSULATION THROUGHOUT ATTIC. REFER TO SPECIFICATIONS

- SECTION NOTES**
- 1.1 AIR SPACE
  - 1.2 GRADE. REFER TO SITE PLAN
  - 2.1 4" COMPACTED GRAVEL BASE (TYPICAL).
  - 2.2 COMPACTED GRAVEL BACKFILL
  - 3.1 1/4" EXPANSION FILLER.
  - 3.2 2" x 24" CONTINUOUS RIGID PERIMETER INSULATION BOARD.
  - 3.3 CONCRETE FLOOR SLAB. REFER TO STRUCTURAL DRAWINGS.
  - 3.4 FOUNDATION WALL AND FOOTING. REFER TO STRUCTURAL DETAILS FOR SIZE, BOTTOM OF FOOTING DEPTH AND REINFORCING.
  - 3.5 THICKENED SLAB FOUNDATION. REFER TO STRUCTURAL DRAWINGS.
  - 3.6 VAPOR BARRIER (TYPICAL). REFER TO PROJECT MANUAL.
  - 3.7 4" CONCRETE SLAB AND METAL DECK. REFER TO STRUCTURAL DRAWINGS AND PROJECT MANUAL.
  - 3.8 PRECAST HOLLOW CORE PLANKS WITH CONCRETE TOPPING. REFER TO STRUCTURAL DRAWINGS.
  - 3.9 INSULATED CONCRETE FLOOR SLAB. REFER TO STRUCTURAL DRAWINGS.
  - 3.10 SEALANT @ PERIMETER OF SLAB/FOUNDATION
  - 3.11 REINFORCED CONCRETE SLAB. REFER TO SITE PLAN FOR DETAIL.
  - 3.12 EXTERIOR CONCRETE STOOP. REFER TO SITE DRAWINGS
  - 3.13 PRECAST HOLLOW CORE CONCRETE SLAB UNITS. REFER TO STRUCTURAL DRAWINGS.
  - 3.14 TURN-DOWN SLAB. REFER TO STRUCTURAL DRAWINGS.
  - 3.15 CONCRETE FROST STOOP. REFER TO STRUCTURAL DRAWINGS.
  - 3.16 EXTERIOR CONCRETE SLAB. REFER TO SITE DRAWINGS.
  - 3.17 CMU FOUNDATION. REFER TO STRUCTURAL
  - 4.1 CONCRETE MASONRY UNIT (CMU)
  - 4.2 SOLID CONCRETE MASONRY UNIT (CMU).
  - 4.3 FACE BRICK.
  - 4.4 FACE BRICK SOLIDER COURSE (2 COURSES) W/ HORIZONTAL JOINT REINFORCING WALL TIE AT TOP AND BOTTOM COURSE
  - 4.5 CAST STONE. REFER TO DETAIL 3/A6.5.
  - 4.6 WEEP VENT @ 32" O.C.
  - 4.7 CMU BOND BEAM. REFER TO STRUCTURAL DRAWINGS.
  - 4.7.1 CONT. 16" DP BOND BEAM. REFER TO STRUCTURAL DRAWINGS.
  - 4.8 HORIZONTAL JOINT REINFORCEMENT WALL TIE @ 16" O.C. VERTICAL (MAX) ANCHOR BOLTS. REFER TO STRUCTURAL DRAWINGS.
  - 4.9 CMU GROUTED SOLID. REFER TO STRUCTURAL DRAWINGS
  - 4.10 CONCRETE BRICK.
  - 4.11 CAVITY MORTAR PROTECTION
  - 4.12 CUT CMU BLOCK AS REQUIRED.
  - 4.13 METAL THRU WALL FLASHING.
  - 4.14 HORIZONTAL JOINT REINFORCEMENT
  - 4.15 FILL CORES OF CMU WITH GROUT PROVIDE REINFORCING DOWELS. 16" O.C. REFER TO STRUCTURAL FOR REINFORCING
  - 4.16 STAINLESS STEEL DRIP EDGE
  - 4.17 GROUT VOID FULL
  - 4.18 AIRSPACE
  - 4.19 BEARING PLATE. REFER TO STRUCTURAL DRAWINGS.
  - 4.20 VERTICAL REINFORCING. REFER TO STRUCTURAL DRAWINGS
  - 4.21 MEMBRANE THRU WALL FLASHING
  - 4.22 FLASHING COUNTER FLASHING
  - 4.23 WEEP VENT. ONE PER SIDE OF COLUMN
  - 4.24 12X16 CAST STONE MEMORIAL PLAQUE W/ INSCRIPTION
  - 4.25 CAST STONE MEDALLION. REFER TO DETAIL 3/A6.5
  - 5.1 BEAM. REFER TO STRUCTURAL DRAWINGS.
  - 5.2 BEAM AND PLATE. REFER TO STRUCTURAL DRAWINGS.
  - 5.3 COLUMN. REFER TO STRUCTURAL DRAWINGS.
  - 5.4 STEEL LINTEL. REFER TO STRUCTURAL DRAWINGS.
  - 5.5 STEEL ANGLE. REFER TO STRUCTURAL DRAWINGS.
  - 5.6 STAIR STRINGER / STRUCTURAL SUPPORT. REFER TO SPECIFICATION AND COORDINATE WITH APPROVED SUBMITTALS.
  - 5.7 METAL HANDRAIL. REFER TO SPECIFICATIONS AND DETAIL 8/A6.8.
  - 5.8 METAL ROOF DECK. 3" REFER TO STRUCTURAL DRAWINGS.
  - 5.9 METAL PAN STAIR/LANDING. REFER TO STAIR DETAILS.
  - 5.10 STEEL LADDER. REFER TO SPECIFICATIONS. COORDINATE LOCATION AND CLEARANCES WITH ELEVATOR EQUIPMENT.
  - 5.11 METAL GUARD RAIL. REFER TO DETAIL 5/A6.7.
  - 5.12 ROOF TRUSS. REFER TO STRUCTURAL DRAWINGS.
  - 5.13 STEEL MC CHANNEL. REFER TO STRUCTURAL DRAWINGS.
  - 5.14 INSIDE GALVANIZED METAL CLOSURES FOR ROOF DECKING.
  - 5.15 METAL PAN STAIR / LANDING. REFER TO STAIR DETAILS.
  - 6.1 FRTW ROOF TRUSSES. REFER TO STRUCTURAL DRAWINGS.
  - 6.2 FRTW 2X10 FASCIA
  - 6.3 FRTW 2X BLOCKING
  - 6.4 FRTW PLATE. REFER TO STRUCTURAL
  - 6.5 FRTW 2X6 SOFFIT FRAMING. REFER TO STRUCTURAL DRAWINGS.
  - 6.6 5/8" FRP PLYWOOD ROOF SHEATHING. REFER TO PROJECT MANUAL.
  - 6.7 FRP EXTERIOR GRADE PLYWOOD SHEATHING. REFER TO PROJECT MANUAL.
  - 6.8 2X6 LADDER FRAMING (OUTRIGGER) REFER TO STRUCTURAL DRAWINGS.
  - 6.9 CONTINUOUS FRTW 2X12 BEAM, STAGGER JOINTS ABOVE COLUMN.
  - 6.10 WOOD POST. REFER TO STRUCTURAL DRAWINGS
  - 6.11 FT WOOD NALER
  - 6.12 FRTW OVER FRAMING @ 16" O.C. (U.N.O) REFER TO STRUCTURAL DRAWINGS.
  - 6.13 FRTW 2X8 ROOF RAFTER. SECURE TO TRUSS
  - 6.14 FRTW 2X8 @ 16" O.C W/ 5/8" PLYWOOD T&B. REFER TO STRUCTURAL DRAWINGS
  - 7.1 BOARD STOCK AIR BARRIER / WALL INSULATION, 2" @ CFMF WALLS, 2.5" @ MASONRY WALLS. REFER TO PROJECT MANUAL.
  - 7.2 CLOSED CELL POLYURETHANE INSULATION (SPF) (R 16.25" MIN)
  - 7.3 METAL PANEL SIDING. REFER TO PROJECT MANUAL
  - 7.4 EXPANSION JOINT
  - 7.5 7" METAL GUTTER, STYLE D. REFER TO ROOF PLAN FOR DOWNSPOUT LOCATIONS AND DETAILS
  - 7.6 POLYISO BD. ROOF INSULATION. CONSISTING OF (2) 2 1/2" THICK LAYERS W/ STAGGERED JOINTS. (R30)
  - 7.7 CLOSED CELL INSULATION (R38) SPRAYED DIRECTLY TO ROOF DECK.
  - 7.8 SEALANT W/ BACKER ROD
  - 7.9 SEALANT. REFER TO PROJECT MANUAL
  - 7.10 METAL SOFFIT PANEL SYSTEM REFER TO PROJECT MANUAL
  - 7.11 SELF ADHERING ROOF UNDERLAYMENT. REFER TO PROJECT MANUAL
  - 7.12 VAPOR RETARDER. REFER TO PROJECT MANUAL
  - 7.13 SIDING ATTACHMENT SUBFRAMING. REFER TO PROJECT MANUAL
  - 7.14 STANDING SEAM METAL ROOF. REFER TO PROJECT MANUAL
  - 7.15 CONTINUOUS METAL SIDING BASE FLASHING.
  - 7.16 STEP FLASHING. SEE DETAILS
  - 7.17 ALUMINUM WRAPPED FASCIA OVER WOOD BLOCKING
  - 7.18 STONE ANCHOR. (2) PER STONE MINIMUM. (3) PER STONE OVER 48" LONG
  - 7.19 ROOF ICE GUARD BY ROOF MANUF. REFER TO PROJECT MANUAL
  - 7.20 FLASHING / COUNTERFLASHING. SEE DETAIL
  - 7.21 METAL DRIP EDGE
  - 7.22 SPRAY APPLIED CELLULOSIC INSULATION
  - 7.23 EIFS SYSTEM ON 1" INSULATION. REFER TO PROJECT MANUAL
  - 7.24 CURVED VINYL CASING BEAD. BASIS OF DESIGN. CLARK DIETRICH CBS150-332
  - 7.25 SELF ADHERED FLEXIBLE MEMBRANE FLASHING OVER ENTIRE WALL SURFACE LAP JOINTS MIN. 2"
  - 8.1 DOOR & FRAME. REFER TO DOOR SCHEDULE.
  - 8.2 WINDOW. REFER TO FLOOR PLAN FOR TYPE.
  - 8.3 THRESHOLD BY DOOR MANUFACTURER. REFER TO DOOR DETAILS.
  - 8.4 ALUMINUM SUBSILL BY WINDOW MANUFACTURER. FINISH TO MATCH WINDOW.
  - 8.5 OVERHEAD DOOR. REFER TO DOOR SCHEDULE
  - 8.6 REFER TO ALUMINUM WINDOW ELEVATIONS AND PROJECT MANUAL
  - 8.7 ACCESS DOOR. BASIS OF DESIGN: NYSTROM RGB SERIES HINGED 24"X36" ACCESS DOOR.
  - 9.1 CFMF @ 16" O.C.
  - 9.2 CFMF BRACING @ 48" O.C.
  - 9.3 5/8" ABUSE RESISTANT GYPSUM BOARD, FULL HEIGHT
  - 9.4 CONTINUOUS 3 5/8" CFMF
  - 9.5 WINDOW TRIM AND SILL. REFER TO WINDOW DETAILS.
  - 9.6 5/8" GYPSUM BOARD
  - 9.7 5/8" GYPSUM BOARD AT BOTTOM OF TRUSS (TYPICAL).
  - 9.8 SUSPENDED ACOUSTICAL CEILING PANELS AND GRID.
  - 9.9 METAL 'J' MOLD
  - 9.10 WALL BASE. SEE FINISH SCHEDULE.
  - 9.11 8" CFMF BOX BEAM. REFER TO STRUCTURAL DRAWINGS
  - 9.12 SUSPENDED GYPSUM CEILING
  - 10.1 LOUVER
  - 10.2 GRILLE. REFER TO MECHANICAL DRAWINGS.
  - 12.1 CASEWORK. REFER TO EQUIPMENT DRAWINGS
  - 12.2 WINDOW SHADES. REFER TO PROJECT MANUAL.
  - 23.1 HVAC EQUIPMENT AND DUCTS. SEE HVAC DRAWINGS
  - 23.2 MECHANICAL LOUVER. REFER TO MECHANICAL DRAWINGS.
  - 26.1 LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.

**FREYTAG & ASSOCIATES INC.**  
**ARCHITECTS ENGINEERS**

226 N. MIAMI AVE.  
PO. BOX 220  
SIDNEY, OHIO 45345

(937) 492-4983  
www.freytaginc.com  
info@freytaginc.com

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
CITY OF SIDNEY

2324 CAMPBELL ROAD  
SIDNEY, OH 45365

STATE OF OHIO  
REGISTERED ARCHITECT

DANIEL J. FREYTAG  
8533

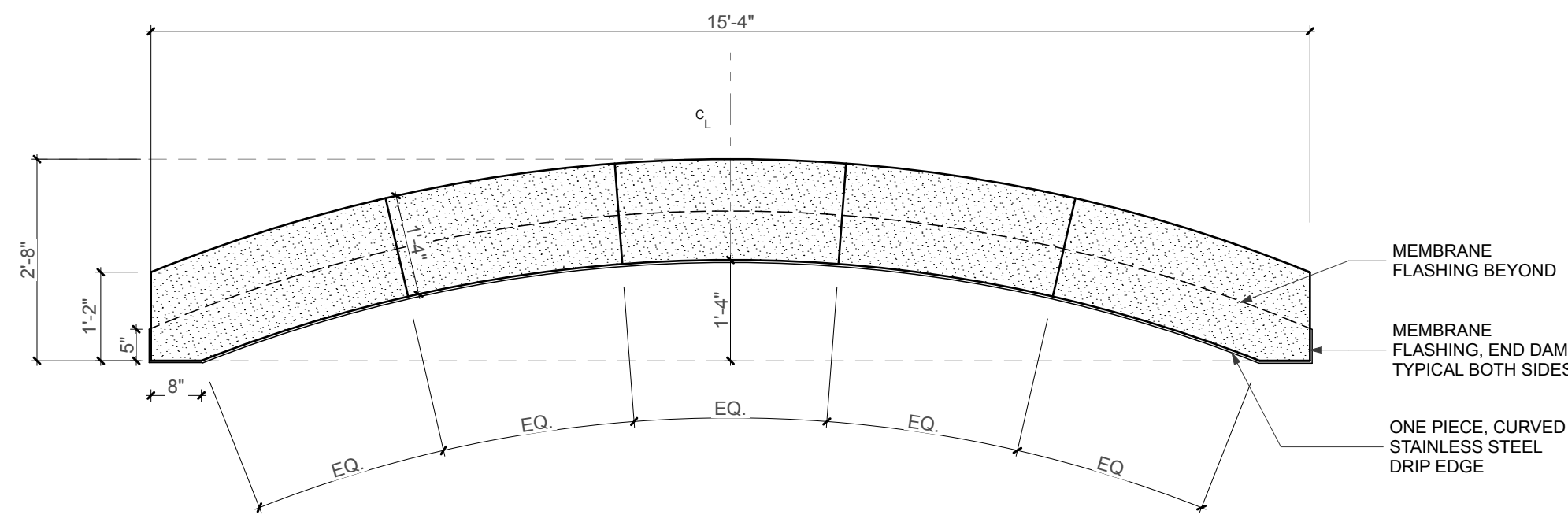
Daniel J. Freytag, License #8533  
Expiration Date: 12/31/2025

These designs and all items depicted herein, whether in writing or graphically, are instruments of professional service, may not be altered or changed, in any way without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

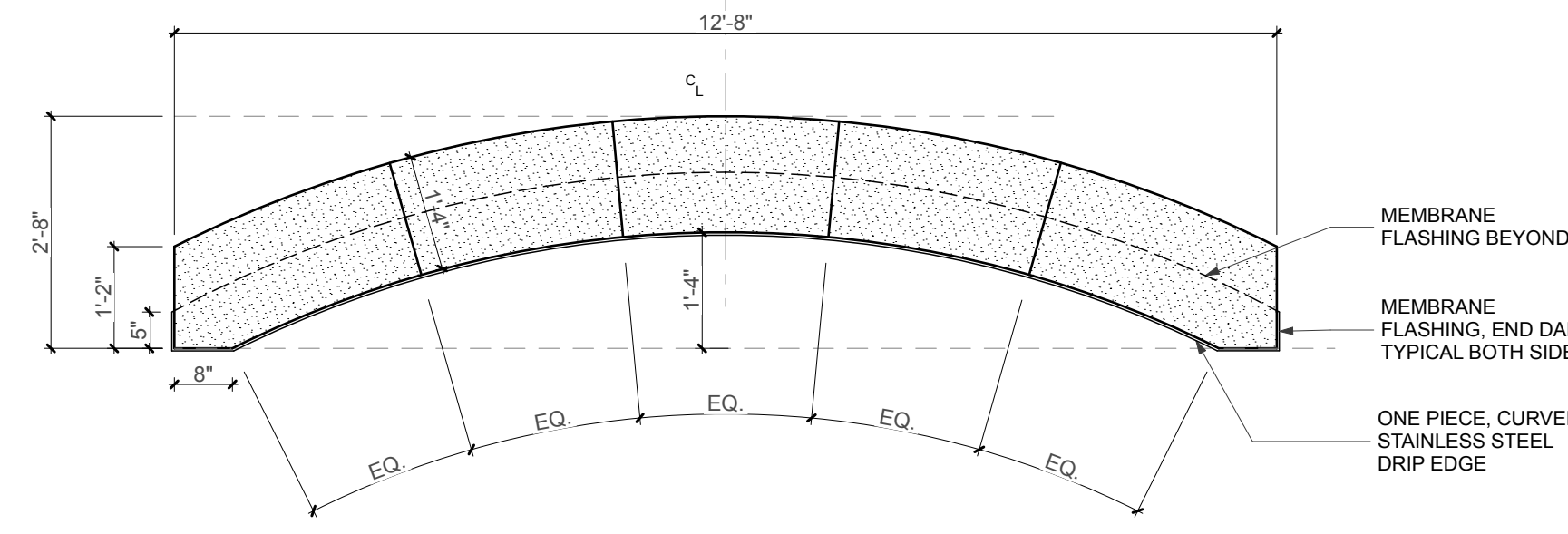
REVISIONS	
STORM SHELTER REVIEW	
PLAN APPROVAL / BIDDING	11/02/25
ADDENDUM 2	
COMM. NUMBER	DATE
2207.02	11/22/24
DRAWN BY	CHECKED BY
AF/RS	DF
WALL SECTIONS	
<b>A6.3</b>	



PLOT DATE: 1/10/25 @ 1:27 PM LAYOUT: A6.A6.4:WALL SECTIONS AND DETAILS: ENTRY WALL SECTIONS FILENAME: 231103 Fire Station CD FILE PATH: BIMcloud Software as a Service/231103 Fire Station CD



2 CAST STONE ARCH @ OHD DOORS SCALE: 1/2" = 1'-0"



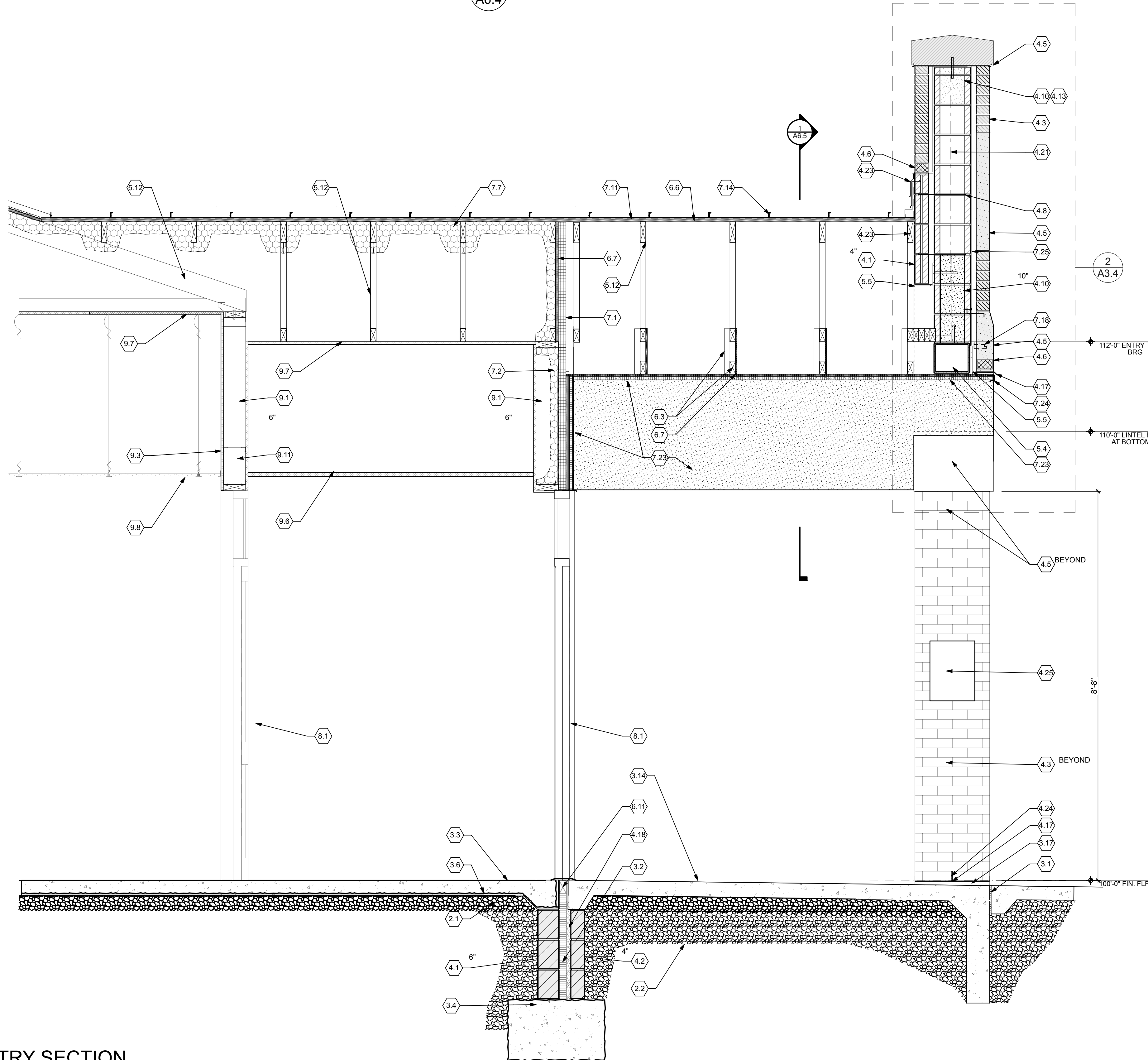
3 CAST STONE ARCH @ ENTRY SCALE: 1/2" = 1'-0"

GENERAL NOTE: PROVIDE IGNITION BARRIER COATING ON EXPOSED SPRAY FOAM INSULATION THROUGHOUT ATTIC. REFER TO SPECIFICATIONS

SECTION NOTES

SECTION NOTES ARE STD. FOR ALL SECTIONS. ALL NOTES MAY NOT BE REFERENCED ON THIS SHEET.

- 1.1 AIR SPACE GRADE. REFER TO SITE PLAN
1.2 COMPACTED GRAVEL BACKFILL
2.1 4" COMPACTED GRAVEL BASE (TYPICAL). COMPACTED GRAVEL BACKFILL
3.1 1/4" EXPANSION FILLER.
3.2 2" x 24" CONTINUOUS RIGID PERIMETER INSULATION BOARD.
3.3 CONCRETE FLOOR SLAB. REFER TO STRUCTURAL DRAWINGS.
3.4 FOUNDATION WALL AND FOOTING. REFER TO STRUCTURAL DETAILS FOR SIZE, BOTTOM OF FOOTING DEPTH AND REINFORCING.
3.5 THICKENED SLAB FOUNDATION. REFER TO STRUCTURAL DRAWINGS.
3.6 VAPOR BARRIER (TYPICAL). REFER TO PROJECT MANUAL.
3.7 4" CONCRETE SLAB AND METAL DECK. REFER TO STRUCTURAL DRAWINGS AND PROJECT MANUAL.
3.8 PRECAST HOLLOW CORE PLANKS WITH CONCRETE TOPPING. REFER TO STRUCTURAL DRAWINGS.
3.9 INSULATED CONCRETE FLOOR SLAB. REFER TO STRUCTURAL DRAWINGS.
3.10 SEALANT @ PERIMETER OF SLAB/FOUNDATION
3.11 REINFORCED CONCRETE SLAB. REFER TO SITE PLAN FOR DETAIL.
3.12 EXTERIOR CONCRETE STOOP. REFER TO SITE DRAWINGS.
3.13 PRECAST HOLLOW CORE CONCRETE SLAB UNITS. REFER TO STRUCTURAL DRAWINGS.
3.14 TURN-DOWN SLAB. REFER TO STRUCTURAL DRAWINGS.
3.15 CONCRETE FROST STOOP. REFER TO STRUCTURAL DRAWINGS.
3.16 EXTERIOR CONCRETE SLAB. REFER TO SITE DRAWINGS.
3.17 CMU FOUNDATION. REFER TO STRUCTURAL.
4.1 CONCRETE MASONRY UNIT (CMU)
4.2 SOLID CONCRETE MASONRY UNIT (CMU).
4.3 FACE BRICK.
4.4 FACE BRICK SOLIDER COURSE (2 COURSES) W/ HORIZONTAL JOINT REINFORCING WALL TIE AT TOP AND BOTTOM COURSE
4.5 CAST STONE. REFER TO DETAIL 3/A6.5.
4.6 WEEP VENT @ 32" O.C.
4.7 CMU BOND BEAM. REFER TO STRUCTURAL DRAWINGS.
4.7.1 CONT. 16" DP BOND BEAM. REFER TO STRUCTURAL DRAWINGS.
4.8 HORIZONTAL JOINT REINFORCEMENT WALL TIE @ 16" O.C. VERTICAL (MAX) ANCHOR BOLTS. REFER TO STRUCTURAL DRAWINGS.
4.9 CMU GROUTED SOLID. REFER TO STRUCTURAL DRAWINGS
4.10 CONCRETE BRICK.
4.11 CAVITY MORTAR PROTECTION
4.12 CUT CMU BLOCK AS REQUIRED.
4.13 METAL THRU WALL FLASHING.
4.14 HORIZONTAL JOINT REINFORCEMENT
4.15 FILL CORES OF CMU WITH GROUT PROVIDE REINFORCING DOWELS, 16" O.C. REFER TO STRUCTURAL FOR REINFORCING
4.16 STAINLESS STEEL DRIP EDGE
4.17 GROUT VOID FULL
4.18 AIRSPACE
4.19 BEARING PLATE. REFER TO STRUCTURAL DRAWINGS.
4.20 VERTICAL REINFORCING. REFER TO STRUCTURAL DRAWINGS
4.21 MEMBRANE THRU WALL FLASHING
4.22 FLASHING COUNTER FLASHING
4.23 WEEP VENT, ONE PER SIDE OF COLUMN
4.24 12X16 CAST STONE MEMORIAL PLAQUE W/ INSCRIPTION CAST STONE MEDALLION. REFER TO DETAIL 3/A6.5
5.1 BEAM. REFER TO STRUCTURAL DRAWINGS.
5.2 BEAM AND PLATE. REFER TO STRUCTURAL DRAWINGS.
5.3 COLUMN. REFER TO STRUCTURAL DRAWINGS.
5.4 STEEL LINTEL. REFER TO STRUCTURAL DRAWINGS.
5.5 STEEL ANGLE. REFER TO STRUCTURAL DRAWINGS.
5.6 STAIR STRINGER / STRUCTURAL SUPPORT. REFER TO SPECIFICATION AND COORDINATE WITH APPROVED SUBMITTALS.
5.7 METAL HANDRAIL. REFER TO SPECIFICATIONS AND DETAIL 8/A6.8.
5.8 STEEL ROOF DECK. 3" REFER TO STRUCTURAL DRAWINGS.
5.9 METAL PAN STAIR/LANDING. REFER TO STAIR DETAILS.
5.10 STEEL LADDER. REFER TO SPECIFICATIONS. COORDINATE LOCATION AND CLEARANCES WITH ELEVATOR EQUIPMENT.
5.11 METAL GUARD RAIL. REFER TO DETAIL 8/A6.7.
5.12 ROOF TRUSS. REFER TO STRUCTURAL DRAWINGS.
5.13 STEEL MC CHANNEL. REFER TO STRUCTURAL DRAWINGS.
5.14 INSIDE GALVANIZED METAL CLOSURES FOR ROOF DECKING.
5.15 METAL PAN STAIR / LANDING. REFER TO STAIR DETAILS.
6.1 FRTW ROOF TRUSSES. REFER TO STRUCTURAL DRAWINGS.
6.2 FRTW 2X10 FASCIA
6.3 FRTW 2X BLOCKING
6.4 FRTW PLATE. REFER TO STRUCTURAL
6.5 FRTW 2X6 SOFFIT FRAMING. REFER TO STRUCTURAL DRAWINGS.
6.6 5/8" FRT PLYWOOD ROOF SHEATHING. REFER TO PROJECT MANUAL.
6.7 FRT EXTERIOR GRADE PLYWOOD SHEATHING. REFER TO PROJECT MANUAL.
6.8 2X6 LADDER FRAMING (OUTRIGGER) REFER TO STRUCTURAL DRAWINGS.
6.9 CONTINUOUS FRTW 2X12 BEAM, STAGGER JOINTS ABOVE COLUMN.
6.10 WOOD POST. REFER TO STRUCTURAL DRAWINGS
6.11 FT WOOD NALER
6.12 FRTW OVER FRAMING @ 16" O.C. (U.N.O) REFER TO STRUCTURAL DRAWINGS.
6.13 FRTW 2X8 ROOF RAFTER. SECURE TO TRUSS
6.14 FRTW 2X8 @ 16" O.C W/ 5/8" PLYWOOD T&B. REFER TO STRUCTURAL DRAWINGS
7.1 BOARD STOCK AIR BARRIER / WALL INSULATION, 2" @ CFM WALLS, 2.5" @ MASONRY WALLS. REFER TO PROJECT MANUAL.
7.2 CLOSED CELL POLYURETHANE INSULATION (SPF) (R 16.25" MIN)
7.3 METAL PANEL SIDING. REFER TO PROJECT MANUAL
7.4 EXPANSION JOINT
7.5 7" METAL GUTTER, STYLE D. REFER TO ROOF PLAN FOR DOWNSPOUT LOCATIONS AND DETAILS
7.6 POLYISO BD. ROOF INSULATION. CONSISTING OF (2) 2.6" THICK LAYERS W/ STAGGERED JOINTS. (R30)
7.7 CLOSED CELL INSULATION (R38) SPRAYED DIRECTLY TO ROOF DECK.
7.8 SEALANT W/ BACKER ROD
7.9 SEALANT. REFER TO PROJECT MANUAL
7.10 METAL SOFFIT PANEL SYSTEM REFER TO PROJECT MANUAL
7.11 SELF ADHERING ROOF UNDERLAYMENT. REFER TO PROJECT MANUAL
7.12 VAPOR RETARDER. REFER TO PROJECT MANUAL
7.13 SIDING ATTACHMENT SUBFRAMING. REFER TO PROJECT MANUAL
7.14 STANDING SEAM METAL ROOF. REFER TO PROJECT MANUAL
7.15 CONTINUOUS METAL SIDING BASE FLASHING.
7.16 STEP FLASHING. SEE DETAILS
7.17 ALUMINUM WRAPPED FASCIA OVER WOOD BLOCKING
7.18 STONE ANCHOR. (2) PER STONE MINIMUM. (3) PER STONE OVER 48" LONG
7.19 ROOF ICE GUARD BY ROOF MANUF. REFER TO PROJECT MANUAL
7.20 FLASHING / COUNTERFLASHING. SEE DETAIL
7.21 METAL DRIP EDGE
7.22 SPRAY APPLIED CELLULOSIC INSULATION
7.23 EIFS SYSTEM ON 1" INSULATION. REFER TO PROJECT MANUAL
7.24 CURVED VINYL CASING BEAD. BASIS OF DESIGN. CLARK DIETRICH CBS150-332
7.25 SELF ADHERED FLEXIBLE MEMBRANE FLASHING OVER ENTIRE WALL SURFACE LAP JOINTS MIN. 2"
8.1 DOOR & FRAME. REFER TO DOOR SCHEDULE.
8.2 WINDOW. REFER TO FLOOR PLAN FOR TYPE.
8.3 THRESHOLD BY DOOR MANUFACTURER. REFER TO DOOR DETAILS.
8.4 ALUMINUM SUBSILL BY WINDOW MANUFACTURER. FINISH TO MATCH WINDOW.
8.5 OVERHEAD DOOR. REFER TO DOOR SCHEDULE
8.6 REFER TO ALUMINUM WINDOW ELEVATIONS AND PROJECT MANUAL
8.7 ACCESS DOOR. BASIS OF DESIGN: NYSTROM RGB SERIES HINGED 24"X36" ACCESS DOOR.
9.1 CFMF @ 16" O.C.
9.2 CFMF BRACING @ 48" O.C.
9.3 5/8" ADHESIVE RESISTANT GYPSUM BOARD, FULL HEIGHT
9.4 CONTINUOUS 3 5/8" CFMF
9.5 WINDOW TRIM AND SILL. REFER TO WINDOW DETAILS.
9.6 5/8" GYPSUM BOARD
9.7 5/8" GYPSUM BOARD AT BOTTOM OF TRUSS (TYPICAL).
9.8 SUSPENDED ACOUSTICAL CEILING PANELS AND GRID.
9.9 METAL 'J' MOLD
9.10 WALL BASE. SEE FINISH SCHEDULE.
9.11 6" CFMF BOX BEAM. REFER TO STRUCTURAL DRAWINGS
9.12 SUSPENDED GYPSUM CEILING
10.1 LOUVER
10.2 GRILLE. REFER TO MECHANICAL DRAWINGS.
12.1 CASEWORK. REFER TO EQUIPMENT DRAWINGS
12.2 WINDOW SHADES. REFER TO PROJECT MANUAL.
23.1 HVAC EQUIPMENT AND DUCTS. SEE HVAC DRAWINGS
23.2 MECHANICAL LOUVER. REFER TO MECHANICAL DRAWINGS.
26.1 LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.



1 ENTRY SECTION SCALE: 3/4" = 1'-0"

FREYTAG & ASSOCIATES INC. ARCHITECTS ENGINEERS
(937) 492-4983
www.freytaginc.com
info@freytaginc.com
226 N. MIAMI AVE.
PO. BOX 220
SIDNEY, OHIO 45345

NEW CONSTRUCTION OF FIRE STATION 2 CITY OF SIDNEY
2324 CAMPBELL ROAD
SIDNEY, OH 45365

STATE OF OHIO REGISTERED ARCHITECT
DANIEL J. FREYTAG 8533
Daniel J. Freytag, License #8533
Expiration Date: 12/31/2025

These designs and all items depicted herein, whether in writing or graphically, are instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

Table with columns: REVISIONS, COMM. NUMBER, DATE, DRAWN BY, CHECKED BY. Includes revision 1/10/2025 and drawing details.

ENTRY WALL SECTIONS
A6.4



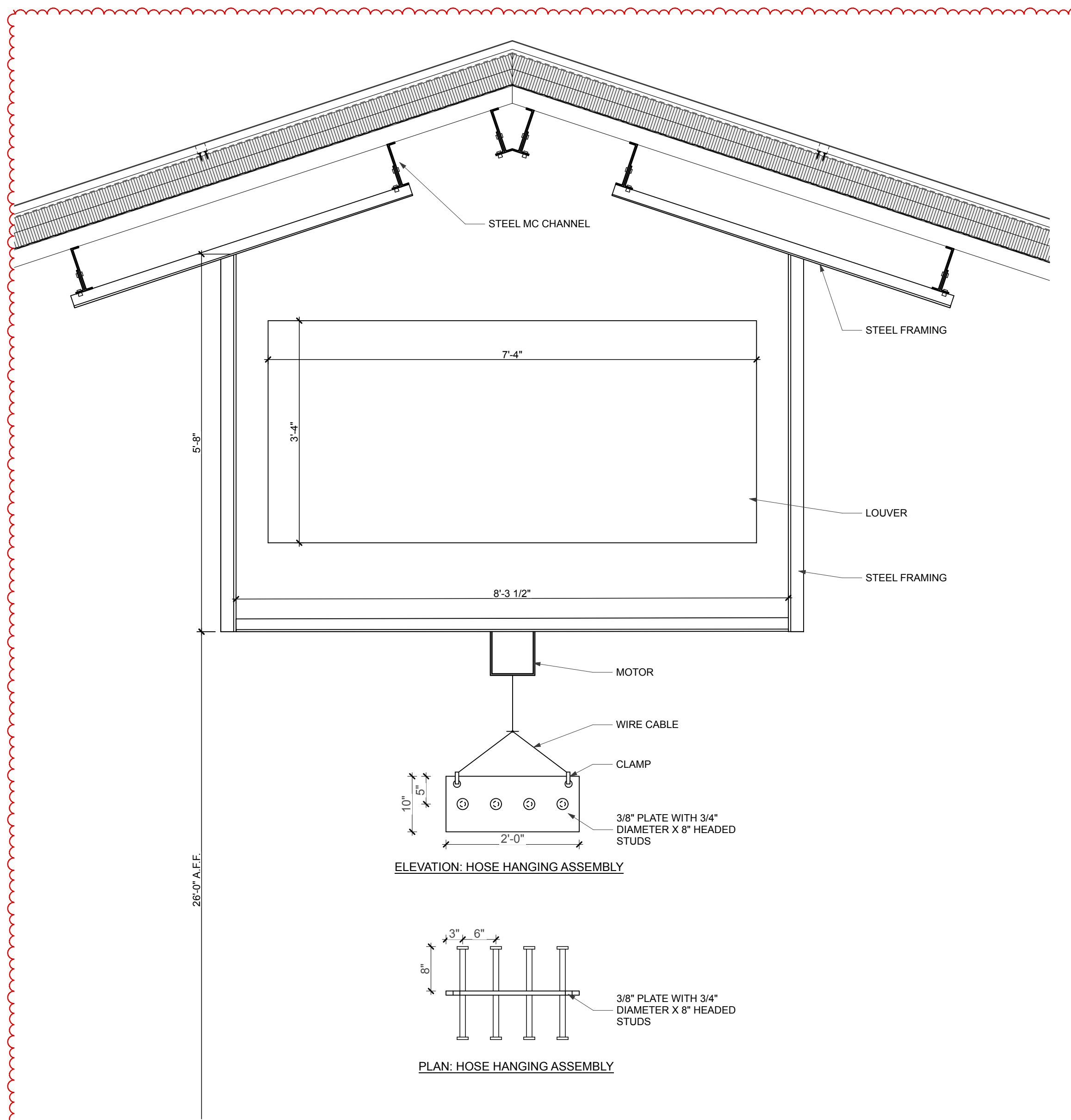




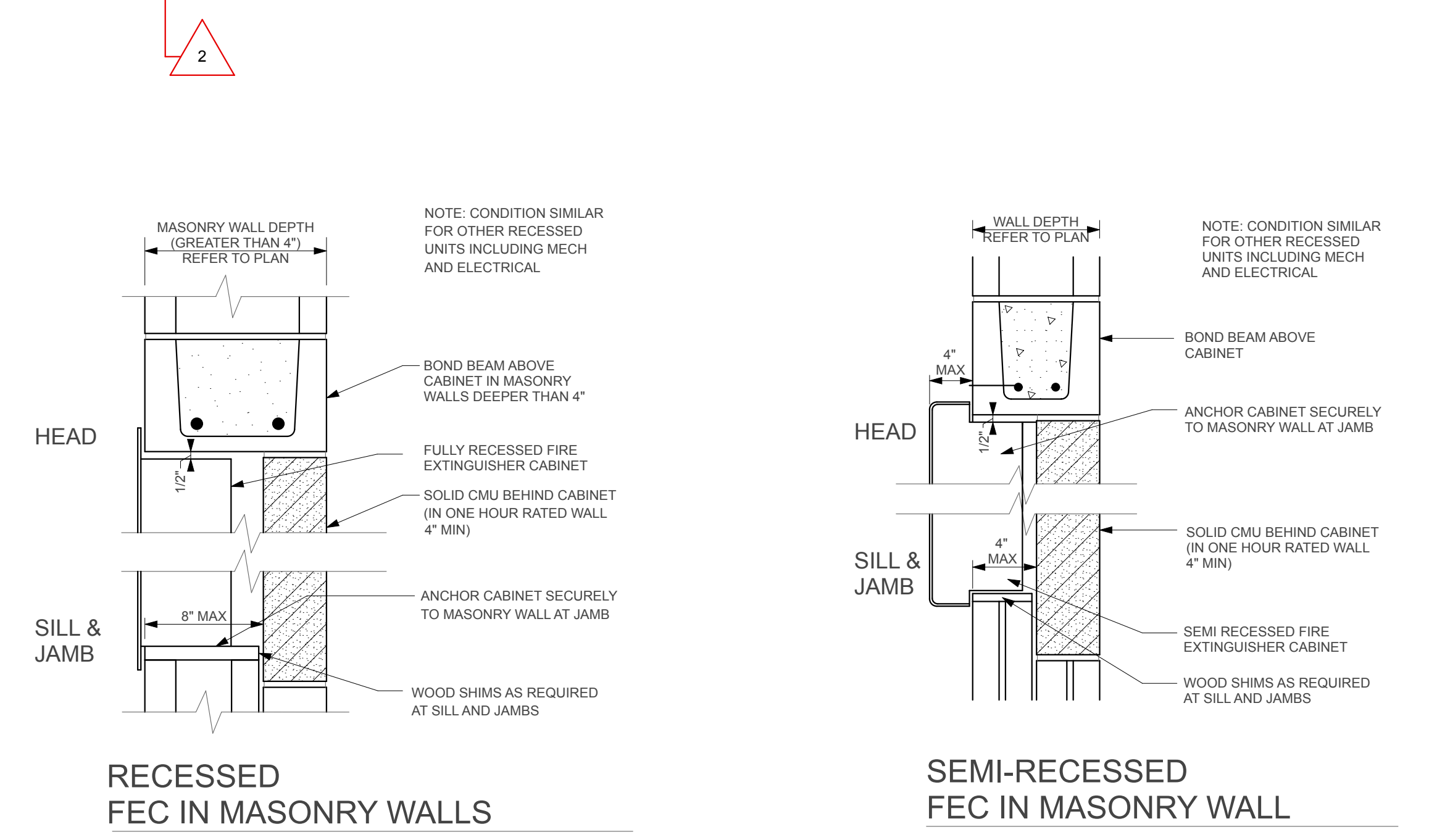




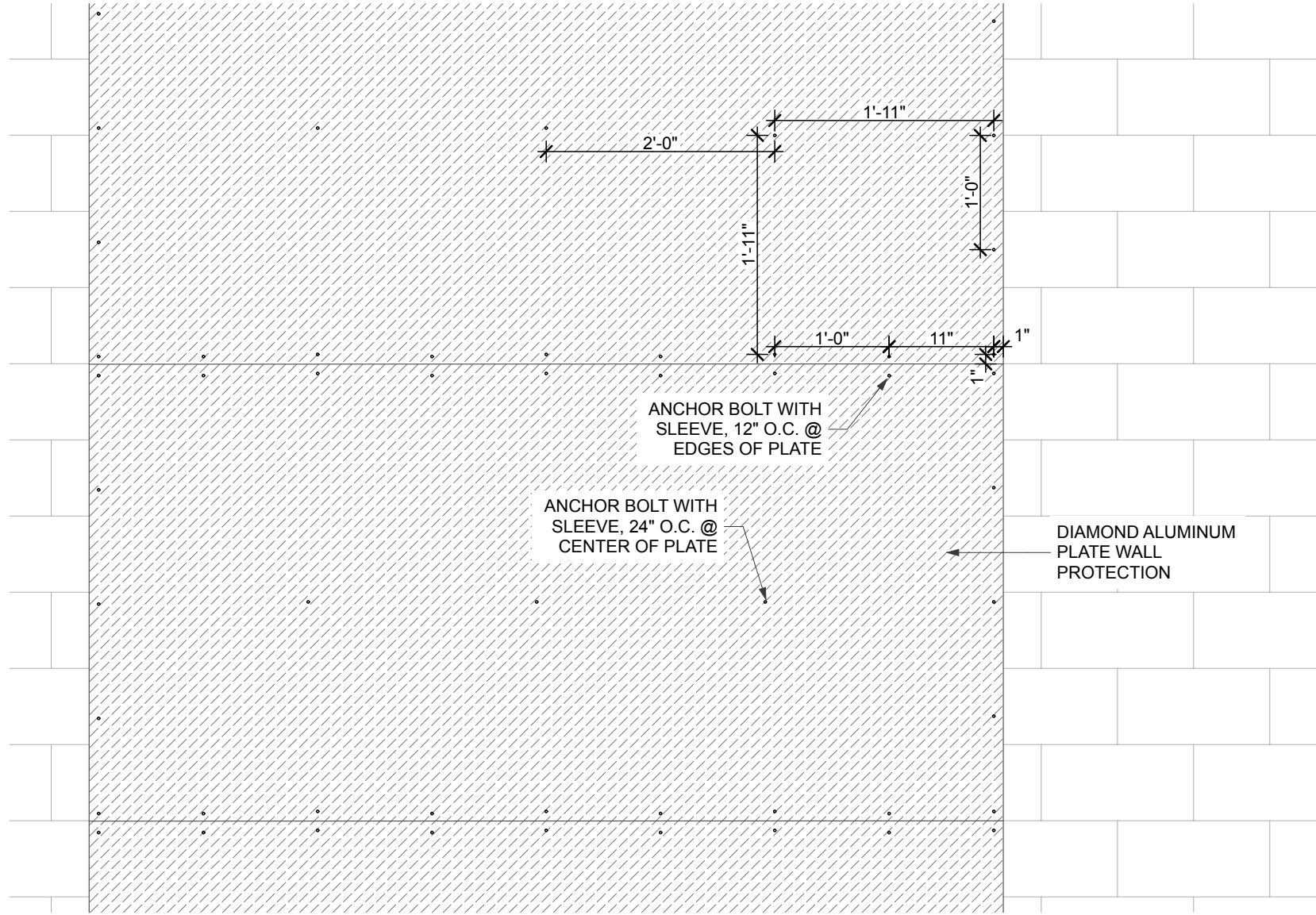
PLOT DATE: 1/10/25 @ 1:28 PM LAYOUT: A6.9 WALL SECTIONS AND DETAILS : DETAILS FILENAME: 231103 Fire Station CD FILE PATH: BIMcloud: freytaginc - BIMcloud Software as a Service\231103 Fire Station CD



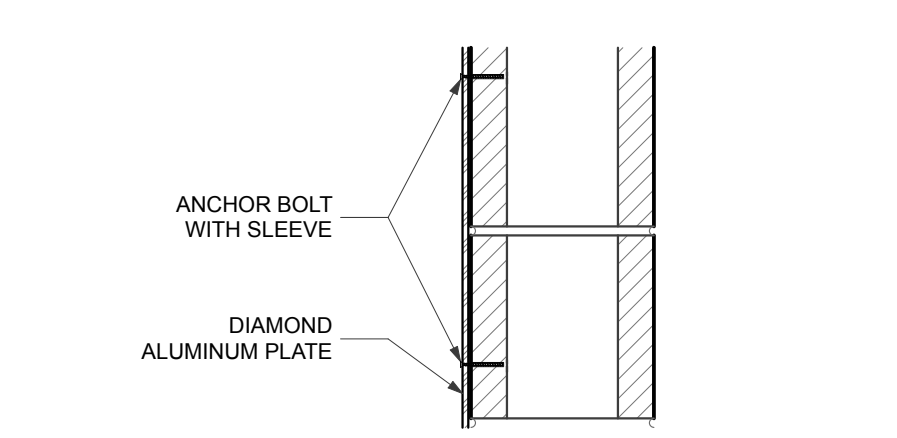
**1 HOSE HOIST DETAIL**  
SCALE: 3/4" = 1'-0"



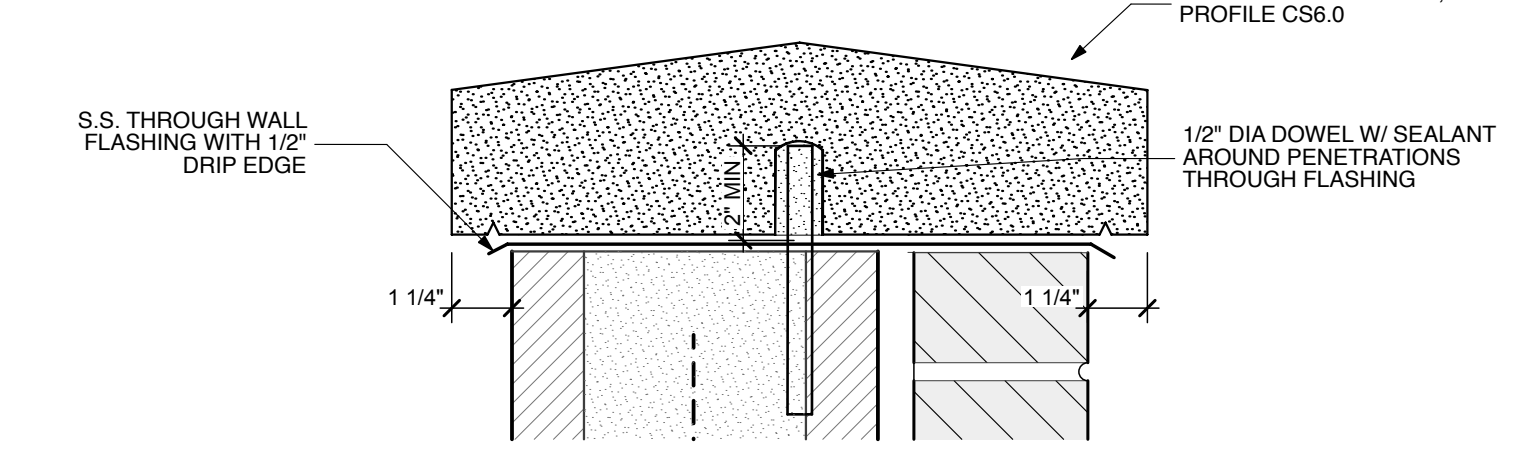
**6 FIRE EXTINGUISHER CABINET DETAILS**  
SCALE: 1 1/2" = 1'-0"



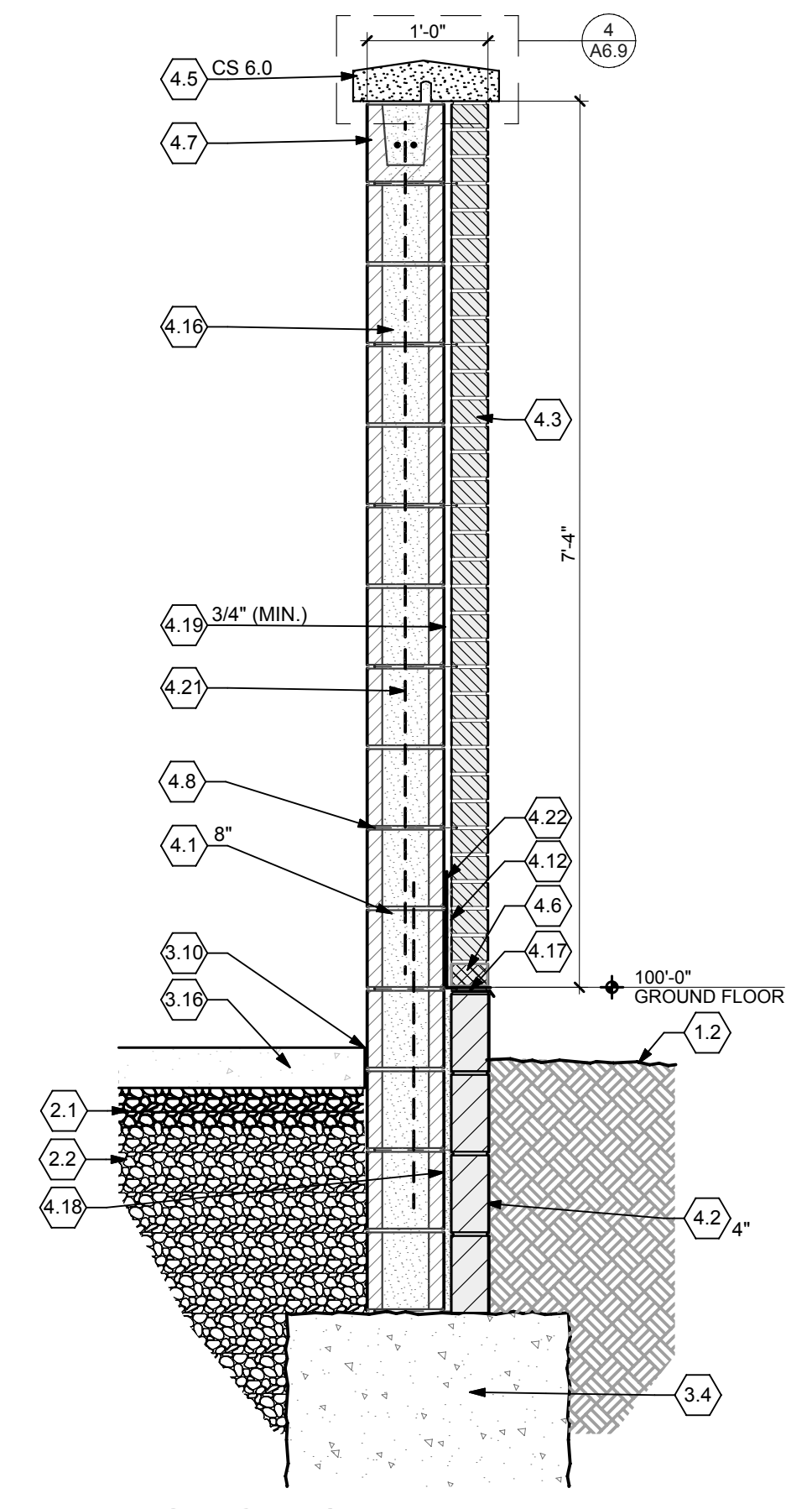
**2 DIAMOND ALUMINUM PLATE WALL CONNECTION**  
SCALE: 3/4" = 1'-0"



**3 DIAMOND PLATE DETAIL**  
SCALE: 1 1/2" = 1'-0"



**4 WALL CAP DETAIL**  
SCALE: 3\"/>



**5 WALL SECTION**  
SCALE: 3/4" = 1'-0"

**SECTION NOTES**

SECTION NOTES ARE STD. FOR ALL SECTIONS. ALL NOTES MAY NOT BE REFERENCED ON THIS SHEET.

- 1.1 AIR SPACE
- 1.2 GRADE. REFER TO SITE PLAN
- 2.1 4" COMPACTED GRAVEL BASE (TYPICAL).
- 2.2 COMPACTED GRAVEL BACKFILL
- 3.1 1/4" EXPANSION FILLER.
- 3.2 2" x 24" CONTINUOUS RIGID PERIMETER INSULATION BOARD.
- 3.3 CONCRETE FLOOR SLAB. REFER TO STRUCTURAL DRAWINGS.
- 3.4 FOUNDATION WALL AND FOOTING. REFER TO STRUCTURAL DETAILS FOR SIZE, BOTTOM OF FOOTING DEPTH AND REINFORCING.
- 3.5 THICKENED SLAB FOUNDATION. REFER TO STRUCTURAL DRAWINGS.
- 3.6 VAPOR BARRIER (TYPICAL). REFER TO PROJECT MANUAL.
- 3.7 4" CONCRETE SLAB AND METAL DECK. REFER TO STRUCTURAL DRAWINGS AND PROJECT MANUAL.
- 3.8 PRECAST HOLLOW CORE PLANKS WITH CONCRETE TOPPING. REFER TO STRUCTURAL DRAWINGS.
- 3.9 INSULATED CONCRETE FLOOR SLAB. REFER TO STRUCTURAL DRAWINGS.
- 3.10 SEALANT @ PERIMETER OF SLAB/FOUNDATION
- 3.11 REINFORCED CONCRETE SLAB. REFER TO SITE PLAN FOR DETAIL.
- 3.12 EXTERIOR CONCRETE STOOP. REFER TO SITE DRAWINGS.
- 3.13 PRECAST HOLLOW CORE CONCRETE SLAB UNITS. REFER TO STRUCTURAL DRAWINGS.
- 3.14 TURN-DOWN SLAB. REFER TO STRUCTURAL DRAWINGS.
- 3.15 CONCRETE FROST STOOP. REFER TO STRUCTURAL DRAWINGS.
- 3.16 EXTERIOR CONCRETE SLAB. REFER TO SITE DRAWINGS.
- 3.17 CMU FOUNDATION. REFER TO STRUCTURAL.
- 4.1 CONCRETE MASONRY UNIT (CMU)
- 4.2 SOLID CONCRETE MASONRY UNIT (CMU).
- 4.3 FACE BRICK.
- 4.4 FACE BRICK SOLIDER COURSE (2 COURSES) W/ HORIZONTAL JOINT REINFORCING
- 4.5 WALL TIE AT TOP AND BOTTOM COURSE
- 4.6 CAST STONE. REFER TO DETAIL 3/A6.5.
- 4.7 WEEP VENT @ 32" O.C.
- 4.8 CMU BOND BEAM. REFER TO STRUCTURAL DRAWINGS.
- 4.9 CONT. 16" DP BOND BEAM. REFER TO STRUCTURAL DRAWINGS.
- 4.10 HORIZONTAL JOINT REINFORCEMENT WALL TIE @ 16" O.C. VERTICAL (MAX)
- 4.11 ANCHOR BOLTS. REFER TO STRUCTURAL DRAWINGS.
- 4.12 CMU GROUTED SOLID. REFER TO STRUCTURAL DRAWINGS.
- 4.13 CONCRETE BRICK.
- 4.14 CAVITY MORTAR PROTECTION
- 4.15 CUT CMU BLOCK AS REQUIRED.
- 4.16 METAL THRU WALL FLASHING.
- 4.17 HORIZONTAL JOINT REINFORCEMENT
- 4.18 FILL CORES OF CMU WITH GROUT PROVIDE REINFORCING DOWELS, 16" O.C. REFER TO STRUCTURAL FOR REINFORCING
- 4.19 STAINLESS STEEL DRIP EDGE
- 4.20 GROUT VOID FULL
- 4.21 AIRSPACE
- 4.22 BEARING PLATE. REFER TO STRUCTURAL DRAWINGS.
- 4.23 VERTICAL REINFORCING. REFER TO STRUCTURAL DRAWINGS
- 4.24 MEMBRANE THRU WALL FLASHING
- 4.25 FLASHINGS COUNTER FLASHING
- 4.26 WEEP VENT. ONE PER SIDE OF COLUMN
- 4.27 12X16 CAST STONE MEMORIAL PLAQUE W/ INSCRIPTION
- 4.28 CAST STONE MEDALLION. REFER TO DETAIL 3/A6.5
- 5.1 BEAM. REFER TO STRUCTURAL DRAWINGS.
- 5.2 BEAM AND PLATE. REFER TO STRUCTURAL DRAWINGS.
- 5.3 COLUMN. REFER TO STRUCTURAL DRAWINGS.
- 5.4 STEEL LINTEL. REFER TO STRUCTURAL DRAWINGS.
- 5.5 STEEL ANGLE. REFER TO STRUCTURAL DRAWINGS.
- 5.6 STAIR STRINGER / STRUCTURAL SUPPORT. REFER TO SPECIFICATION AND COORDINATE WITH APPROVED SUBMITTALS.
- 5.7 METAL HANDRAIL. REFER TO SPECIFICATIONS AND DETAIL 8/A6.8.
- 5.8 STEEL ROOF DECK. REFER TO STRUCTURAL DRAWINGS.
- 5.9 METAL PAN STAIR/LANDING. REFER TO STAIR DETAILS.
- 5.10 STEEL LADDER. REFER TO SPECIFICATIONS. COORDINATE LOCATION AND CLEARANCES WITH ELEVATOR EQUIPMENT.
- 5.11 METAL GUARD RAIL. REFER TO DETAIL 3/A6.7.
- 5.12 ROOF TRUSS. REFER TO STRUCTURAL DRAWINGS.
- 5.13 STEEL MC CHANNEL. REFER TO STRUCTURAL DRAWINGS.
- 5.14 INSIDE GALVANIZED METAL CLOSURES FOR ROOF DECKING.
- 5.15 METAL PAN STAIR / LANDING. REFER TO STAIR DETAILS.
- 6.1 FRTW ROOF TRUSSES. REFER TO STRUCTURAL DRAWINGS.
- 6.2 FRTW 2X10 FASCIA
- 6.3 FRTW 2X BLOCKING
- 6.4 FRTW PLATE. REFER TO STRUCTURAL
- 6.5 FRTW 2X6 SOFFIT FRAMING. REFER TO STRUCTURAL DRAWINGS.
- 6.6 5/8" FRT PLYWOOD ROOF SHEATHING. REFER TO PROJECT MANUAL.
- 6.7 FRT EXTERIOR GRADE PLYWOOD SHEATHING. REFER TO PROJECT MANUAL.
- 6.8 2X6 LADDER FRAMING (OUTRIGGER) REFER TO STRUCTURAL DRAWINGS.
- 6.9 CONTINUOUS FRTW 2X12 BEAM, STAGGER JOINTS ABOVE COLUMN.
- 6.10 WOOD POST. REFER TO STRUCTURAL DRAWINGS
- 6.11 FT WOOD NAILER
- 6.12 FRTW OVER FRAMING @ 16" O.C. (U.N.O) REFER TO STRUCTURAL DRAWINGS.
- 6.13 FRTW 2X8 ROOF RAFTER. SECURE TO TRUSS
- 6.14 FRTW 2X8 @ 16" O.C W/ 5/8" PLYWOOD T&B. REFER TO STRUCTURAL DRAWINGS
- 7.1 BOARD STOCK AIR BARRIER / WALL INSULATION, 2" @ CFM WALLS, 2.5" @ MASONRY WALLS. REFER TO PROJECT MANUAL.
- 7.2 CLOSED CELL POLYURETHANE INSULATION (SPF) (R 16.25" MIN)
- 7.3 METAL PANEL SIDING. REFER TO PROJECT MANUAL
- 7.4 EXPANSION JOINT
- 7.5 7" METAL GUTTER, STYLE D. REFER TO ROOF PLAN FOR DOWNSPOUT LOCATIONS AND DETAILS
- 7.6 POLYISO BD. ROOF INSULATION. CONSISTING OF (2) 2.6" THICK LAYERS W/ STAGGERED JOINTS. (R30)
- 7.7 CLOSED CELL INSULATION (R38) SPRAYED DIRECTLY TO ROOF DECK.
- 7.8 SEALANT W/ BACKER ROD
- 7.9 SEALANT. REFER TO PROJECT MANUAL
- 7.10 METAL SOFFIT PANEL SYSTEM REFER TO PROJECT MANUAL
- 7.11 SELF ADHERING ROOF UNDERLAYMENT. REFER TO PROJECT MANUAL
- 7.12 VAPOR RETARDER. REFER TO PROJECT MANUAL
- 7.13 SIDING ATTACHMENT SUBFRAMING. REFER TO PROJECT MANUAL
- 7.14 STANDING SEAM METAL ROOF. REFER TO PROJECT MANUAL
- 7.15 CONTINUOUS METAL SIDING BASE FLASHING.
- 7.16 STEP FLASHING. SEE DETAILS
- 7.17 ALUMINUM WRAPPED FASCIA OVER WOOD BLOCKING
- 7.18 STONE ANCHOR. (2) PER STONE MINIMUM. (3) PER STONE OVER 48" LONG
- 7.19 ROOF ICE GUARD BY ROOF MANUF. REFER TO PROJECT MANUAL
- 7.20 FLASHING / COUNTERFLASHING. SEE DETAIL
- 7.21 METAL DRIP EDGE
- 7.22 SPRAY APPLIED CELLULOSIC INSULATION
- 7.23 EIFS SYSTEM ON 1" INSULATION. REFER TO PROJECT MANUAL
- 7.24 CURVED VINYL CASING BEAD. BASIS OF DESIGN. CLARK DIETRICH CBS150-332
- 7.25 SELF ADHERED FLEXIBLE MEMBRANE FLASHING OVER ENTIRE WALL SURFACE LAP JOINTS MIN. 2"
- 8.1 DOOR & FRAME. REFER TO DOOR SCHEDULE.
- 8.2 WINDOW. REFER TO FLOOR PLAN FOR TYPE.
- 8.3 THRESHOLD BY DOOR MANUFACTURER. REFER TO DOOR DETAILS.
- 8.4 ALUMINUM SUBSILL BY WINDOW MANUFACTURER. FINISH TO MATCH WINDOW.
- 8.5 OVERHEAD DOOR. REFER TO DOOR SCHEDULE
- 8.6 REFER TO ALUMINUM WINDOW ELEVATIONS AND PROJECT MANUAL
- 8.7 ACCESS DOOR. BASIS OF DESIGN: NYSTRON RGB SERIES HINGED 24"X36" ACCESS DOOR.
- 9.1 CFMF @ 16" O.C.
- 9.2 CFMF BRACING @ 48" O.C.
- 9.3 5/8" ADUSE RESISTANT GYPSUM BOARD, FULL HEIGHT
- 9.4 CONTINUOUS 3 5/8" CFMF
- 9.5 WINDOW TRIM AND SILL. REFER TO WINDOW DETAILS.
- 9.6 5/8" GYPSUM BOARD
- 9.7 5/8" GYPSUM BOARD AT BOTTOM OF TRUSS (TYPICAL).
- 9.8 SUSPENDED ACOUSTICAL CEILING PANELS AND GRID.
- 9.9 METAL 'J' MOLD
- 9.10 WALL BASE. SEE FINISH SCHEDULE.
- 9.11 6" CFMF BOX BEAM. REFER TO STRUCTURAL DRAWINGS
- 9.12 SUSPENDED GYPSUM CEILING
- 10.1 LOUVER
- 10.2 GRILLE. REFER TO MECHANICAL DRAWINGS.
- 12.1 CASEWORK. REFER TO EQUIPMENT DRAWINGS
- 12.2 WINDOW SHADES. REFER TO PROJECT MANUAL.
- 23.1 HVAC EQUIPMENT AND DUCTS. SEE HVAC DRAWINGS
- 23.2 MECHANICAL LOUVER. REFER TO MECHANICAL DRAWINGS.
- 26.1 LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.

**FREYTAG & ASSOCIATES INC.**  
**ARCHITECTS ENGINEERS**

(937) 492-4983  
www.freytaginc.com  
info@freytaginc.com

226 N. MIAMI AVE.  
PO. BOX 220  
SIDNEY, OHIO 45345

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
CITY OF SIDNEY

2324 CAMPBELL ROAD  
SIDNEY, OH 45365

STATE OF OHIO  
REGISTERED ARCHITECT

DANIEL J. FREYTAG  
8533

Daniel J. Freytag, License #8533  
Expiration Date: 12/31/2025

These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS  
STORM SHELTER REVIEW  
PLAN APPROVAL / BIDDING  
ADDENDUM 2 1/10/2025

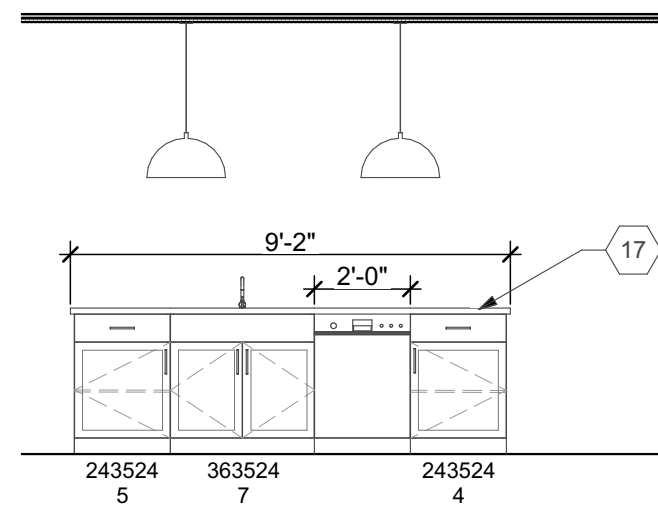
COMM. NUMBER	DATE
2207.02	11/22/24
DRAWN BY	CHECKED BY
AF/RS	DF

**DETAILS**

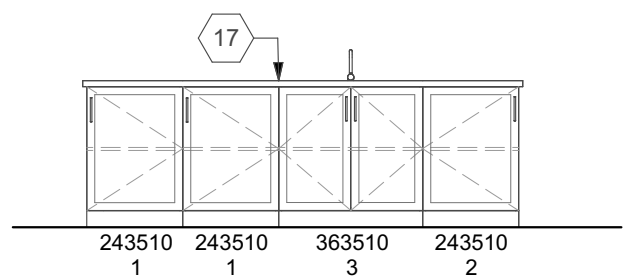
**A6.9**



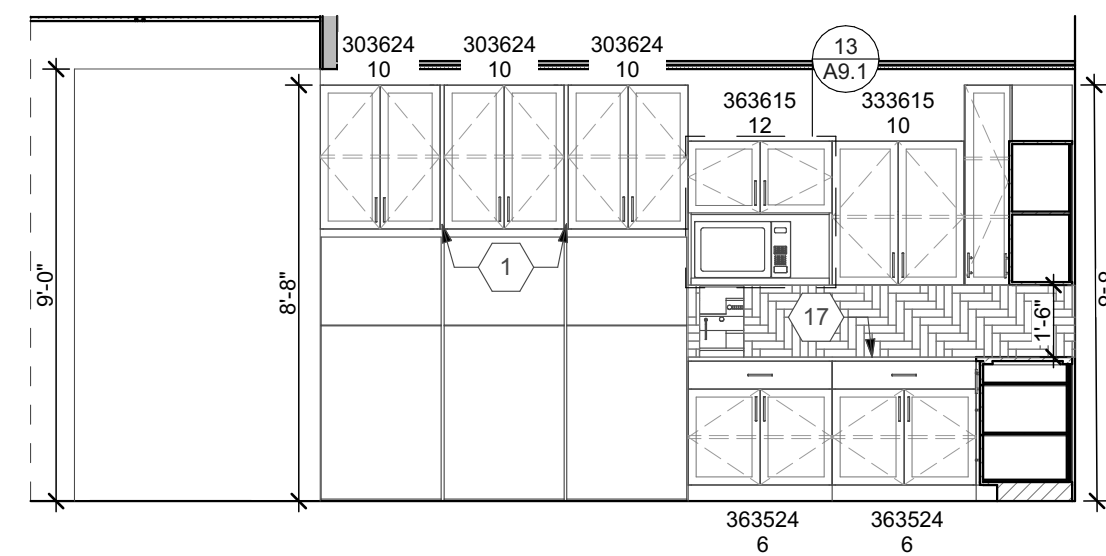
PLOT DATE: 1/19/25 @ 4:11 PM LAYOUT: A9.1 INTERIOR ELEVATIONS AND DETAILS: INTERIOR ELEVATIONS FILENAME: 231103 Fire Station CD FILE PATH: BIMcloud; freytaginc - BIMcloud Software as a Service; 231103 Fire Station CD



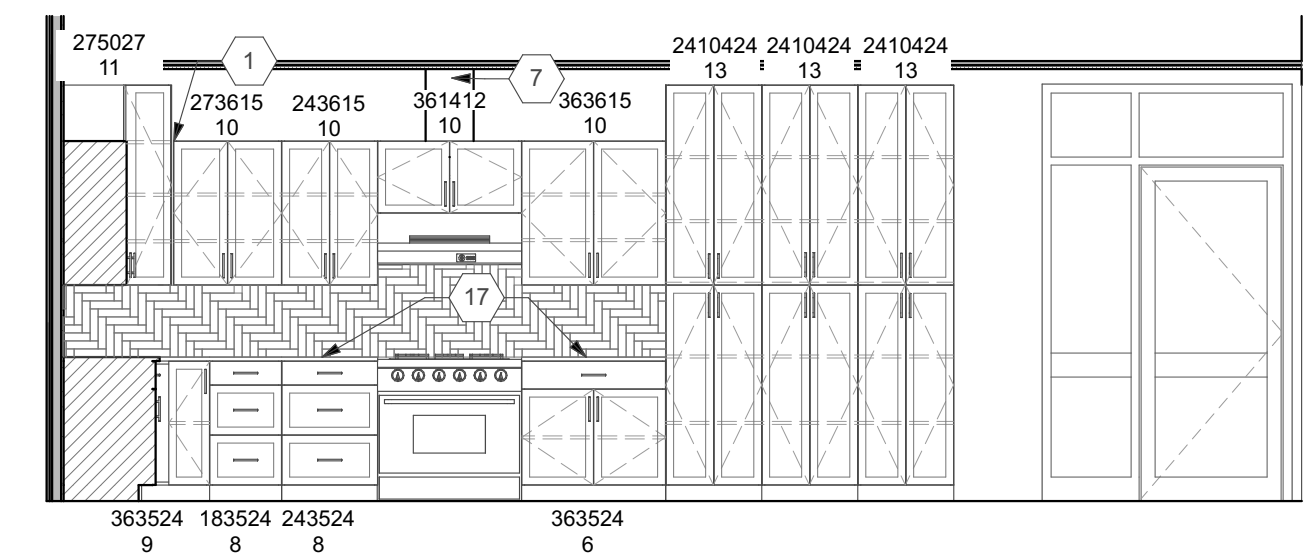
**1**  
A9.1 **114 S KITCHEN/DAYROOM**  
SCALE: 1/4" = 1'-0"



**2**  
A9.1 **114 N ISLAND**  
SCALE: 1/4" = 1'-0"



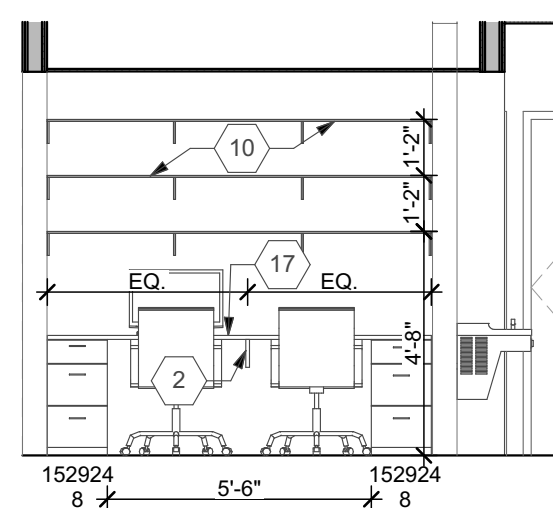
**3**  
A9.1 **114 W KITCHEN/DAYROOM**  
SCALE: 1/4" = 1'-0"



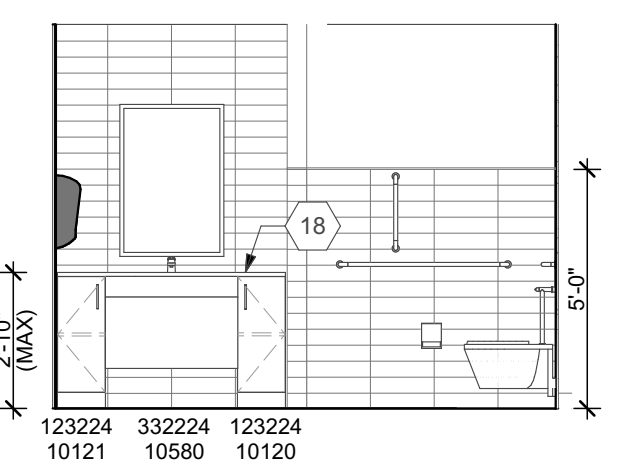
**4**  
A9.1 **114 N KITCHEN/DAYROOM**  
SCALE: 1/4" = 1'-0"

**INTERIOR ELEVATION NOTES**

- ALL NOTES MAY NOT BE REFERENCED ON THIS SHEET.
- CABINET FILLER, SIZE AS REQUIRED.
  - PROVIDE ANY NECESSARY SUPPORTS UNDER COUNTER.
  - WHITE BOARD, REFER TO SPECIFICATIONS.
  - TACTICAL TRAINING TIE-OFF, REFER TO STRUCTURAL.
  - STEEL STRUCTURE FOR TRAINING TIE-OFFS, REFER TO STRUCTURAL.
  - FUR OUT WALL AROUND TACTICAL TRAINING WINDOW WITH 2X4 TUBE STEEL COVER WITH PLYWOOD SHEATHING, REFER TO SECTION 3/A6.7.
  - FIELD VERIFY WITH OWNER / ARCHITECT.
  - CHASE AROUND DUCT.
  - PROVIDE LOCK ON CASEWORK, REFER TO CASEWORK SCHEDULE.
  - WALL-MOUNTED TV, BY OWNER, 60" A.F.F. COORDINATE WITH TECHNOLOGY DRAWINGS. PROVIDE NECESSARY DATA/ELECTRIC CONNECTIONS AND BLOCKING. COORDINATE LOCATION WITH OWNER/ARCHITECT.
  - WOOD SHELVING WITH METAL BRACKETS, PROVIDE ANY NECESSARY BLOCKING/SUPPORTS.
  - STAINLESS STEEL SHELF, PROVIDE ANY NECESSARY BLOCKING/SUPPORTS.
  - WHITE STEEL WIRE SHELF, PROVIDE ANY NECESSARY BLOCKING/SUPPORTS.
  - PROVIDE BLOCKING FOR FUTURE SHOWER SEAT.
  - TOLLETRY NICHE, REFER TO SPECIFICATIONS.
  - TECHNOLOGY DRAWINGS. PROVIDE NECESSARY DATA/ELECTRIC CONNECTIONS AND BLOCKING. COORDINATE LOCATION WITH OWNER/ARCHITECT.
  - 43" STATION MONITOR U.N.O., BY OWNER, COORDINATE WITH TECHNOLOGY DRAWINGS. PROVIDE NECESSARY DATA/ELECTRIC CONNECTIONS AND BLOCKING. COORDINATE LOCATION WITH OWNER/ARCHITECT, 60" A.F.F. U.N.O.
  - MIRROR, REFER TO SPECIFICATIONS.
  - GRANITE/STONE COUNTERTOP
  - SOLID SURFACE COUNTERTOP
  - N.I.C. GRAPHIC PROVIDED BY OWNER.

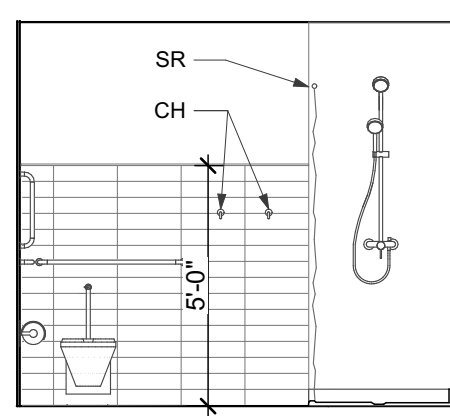


**5**  
A9.1 **115 E CORRIDOR**  
SCALE: 1/4" = 1'-0"

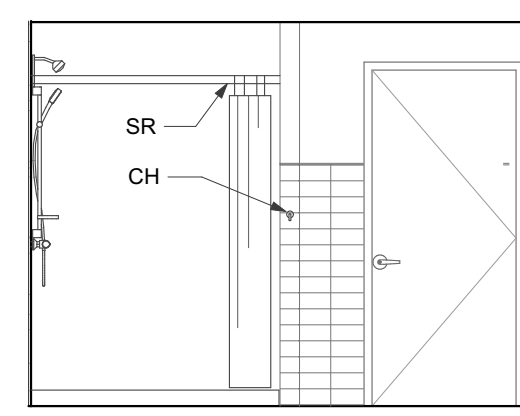


**6**  
A9.1 **107 N TOILET/SHOWER**  
SCALE: 1/4" = 1'-0"

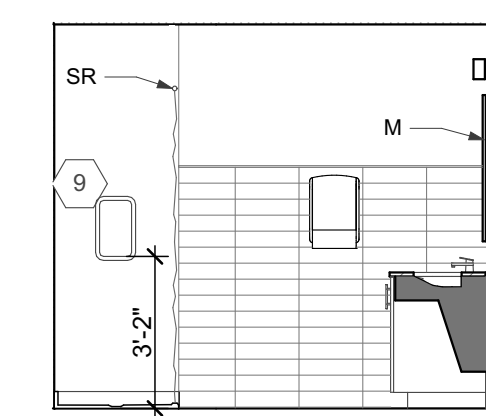
MIRROR FOR 109 TOILET/SHOWER



**7**  
A9.1 **107 E TOILET/SHOWER**  
SCALE: 1/4" = 1'-0"



**8**  
A9.1 **S 107 S TOILET/SHOWER**  
SCALE: 1/4" = 1'-0"

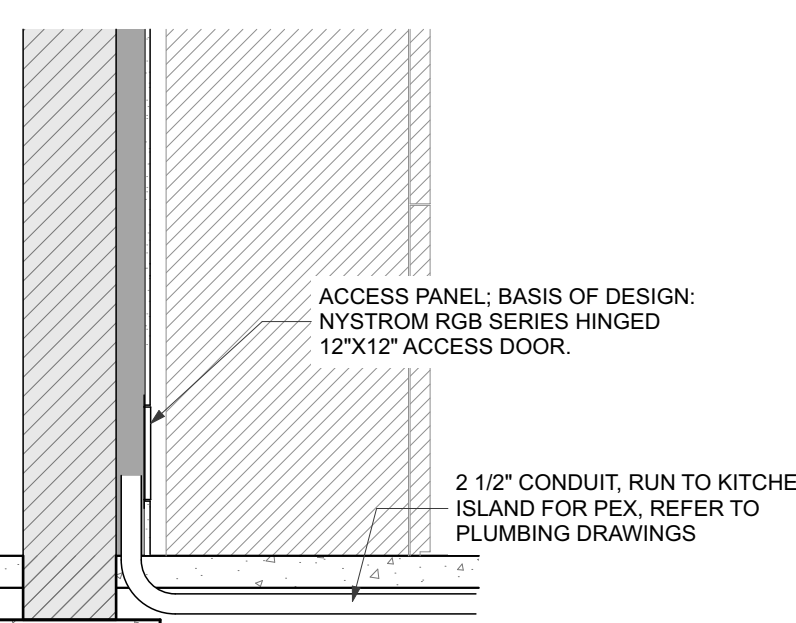
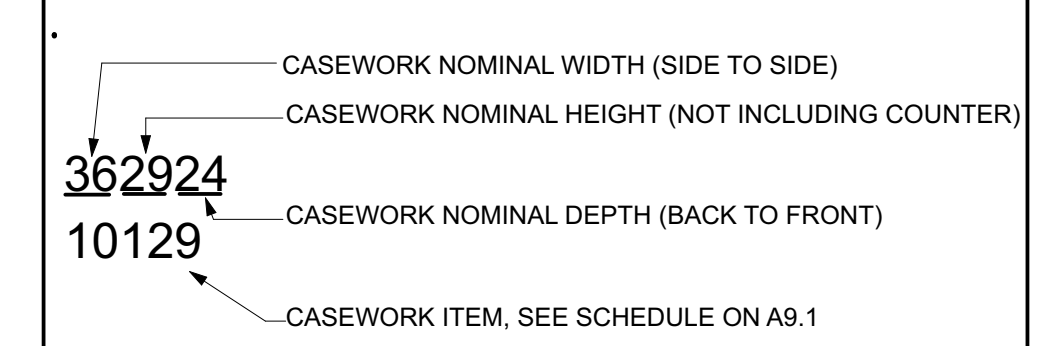


**9**  
A9.1 **107 W TOILET/SHOWER**  
SCALE: 1/4" = 1'-0"

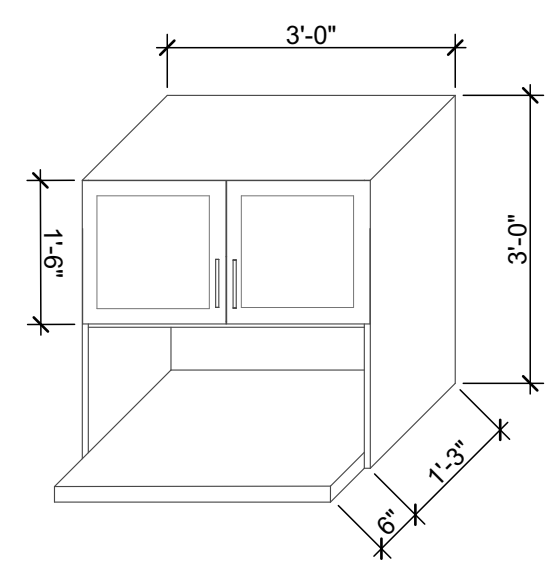
**ELEVATION GENERAL NOTES**

- VERIFY ANY DIMENSIONS FOR OWNER PROVIDED EQUIPMENT WITH OWNER / ARCHITECT PRIOR TO CASEWORK FABRICATION.
- REFER TO MOUNTING HEIGHTS ON SHEET A2.3 FOR ANY RESTROOM NOT SHOWN ON INTERIOR ELEVATIONS.
- PROVIDE ANY NECESSARY BLOCKING.
- COORDINATE LOCATIONS WITH MECHANICAL, ELECTRICAL, PLUMBING AND TECHNOLOGY DRAWINGS.

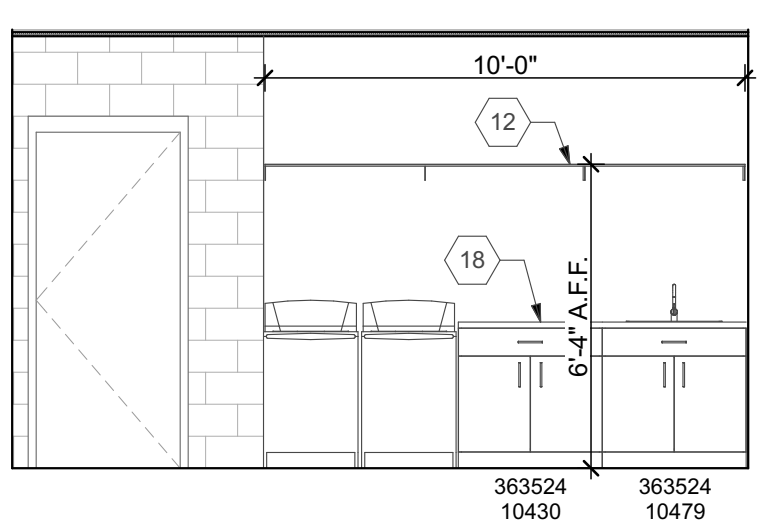
**ELEVATION LEGEND**



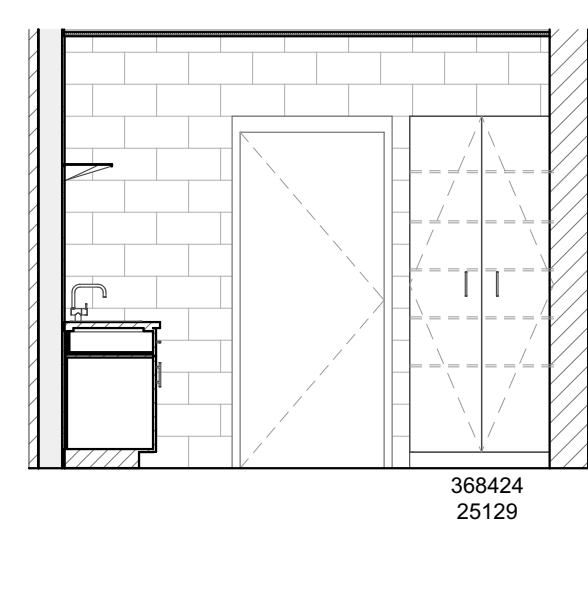
**12**  
A9.1 **CASEWORK DETAIL**  
SCALE: 1/2" = 1'-0"



**13**  
A9.1 **CASEWORK DETAIL**  
SCALE: 1/2" = 1'-0"



**14**  
A9.1 **119 W DECON/LAUNDRY**  
SCALE: 1/4" = 1'-0"



**15**  
A9.1 **119 N DECON/LAUNDRY**  
SCALE: 1/4" = 1'-0"

CASEWORK SCHEDULE - PLASTIC LAMINATE					CASEWORK SCHEDULE - CUSTOM WOOD				
BASIS OF DESIGN					BASIS OF DESIGN				
MANUFACTURER	CATALOG NUMBER	DESCRIPTION	MECHANICAL CONNECTION	NOTES					
CASEWORK - REFER TO DIV 12									
STEVENS	10101	BASE CABINET WITH ADJUSTABLE SHELF			CUSTOM	1	BASE CABINET WITH ONE RIGHT HINGE DOOR WITH ONE ADJUSTABLE SHELF		
STEVENS	10120	BASE CABINET WITH ONE RIGHT HINGE DOOR AND ADJUSTABLE SHELVES			CUSTOM	2	BASE CABINET WITH ONE LEFT HINGE DOOR WITH ONE ADJUSTABLE SHELF		
STEVENS	10121	BASE CABINET WITH ONE LEFT HINGE DOOR AND ADJUSTABLE SHELVES			CUSTOM	3	BASE CABINET WITH TWO HINGE DOORS WITH ONE ADJUSTABLE SHELF		
STEVENS	10201	BASE CABINET BLIND CORNER WITH ONE LEFT HINGE DOOR WITH ONE ADJUSTABLE SHELF			CUSTOM	4	BASE CABINET WITH ONE 6-1/8" DRAWER AND ONE RIGHT HINGE DOOR BELOW WITH ONE ADJUSTABLE SHELF		
STEVENS	10339	BASE CABINET WITH ONE 6-1/8" DRAWER AND TWO EQUAL DRAWERS			CUSTOM	5	BASE CABINET WITH ONE 6-1/8" DRAWER AND ONE LEFT HINGE DOOR BELOW WITH ONE ADJUSTABLE SHELF		
STEVENS	10430	BASE CABINET WITH ONE 6-1/8" DRAWER AND TWO HINGE DOORS BELOW WITH ONE ADJUSTABLE SHELF			CUSTOM	6	BASE CABINET WITH ONE 6-1/8" DRAWER AND TWO HINGE DOORS BELOW WITH ONE ADJUSTABLE SHELF		
STEVENS	10479	SINK BASE WITH A SINGLE 6-1/8" BLANK PANEL AND TWO HINGE DOORS, REMOVABLE BACK	SINK & FIXTURES PROVIDED BY PLUMBING CONTRACTOR. COORDINATE INSTALLATION.		CUSTOM	7	SINK BASE WITH A SINGLE 6-1/8" BLANK PANEL AND TWO HINGE DOORS	SINK & FIXTURES PROVIDED BY PLUMBING CONTRACTOR. COORDINATE INSTALLATION.	
STEVENS	10580	ADA WALL SINK WITH ACCESS PANEL	FIXTURES PROVIDED BY PLUMBING CONTRACTOR. COORDINATE INSTALLATION.	INTEGRAL SINK PROVIDED BY COUNTER MANUFACTURER. BASIS OF DESIGN CORIAN SOLID SURFACE LAVATORY 8254 (18" X 12 3/4" X 5")	CUSTOM	8	BASE CABINET WITH ONE 6-1/8" DRAWER AND TWO EQUAL DRAWERS		
STEVENS	25101	TALL CABINET WITH FOUR ADJUSTABLE SHELVES AND ONE FIXED SHELF			CUSTOM	9	BASE CABINET BLIND CORNER WITH ONE LEFT HINGE DOOR WITH ONE ADJUSTABLE SHELF		
STEVENS	25129	TALL CABINET WITH TWO HINGE DOORS AND FOUR ADJUSTABLE SHELVES AND ONE FIXED SHELF		PROVIDE LOCK ON CASEWORK AS INDICATED ON INTERIOR ELEVATIONS	CUSTOM	10	WALL CABINET WITH TWO HINGE DOORS AND ADJUSTABLE SHELVES	14" H. - NO SHELF 36-3/8" H. - ONE ADJUSTABLE SHELF	
CUSTOM	SEE 7/A9.2	TALL CABINET WITH TWO RIGHT HINGE DOORS, ADJUSTABLE SHELVES ABOVE, CLOTHES HANGING ROD ON LEFT SIDE, ADJUSTABLE SHELVES ON RIGHT SIDE, AND SHELF BELOW	NO BACK PANEL. PROVIDE LOCK ON CASEWORK. SLABBED CABINET MORTISE CYLINDER CAM LOCKS, CORE BY HARDWARE SUPPLIER. REFER TO HARDWARE SCHEDULE. KEYS TO MATCH DOOR ON HALLWAY SIDE.		CUSTOM	11	WALL CABINET DIAGONAL CORNER WITH RIGHT HINGE DOOR AND TWO ADJUSTABLE SHELVES		
CUSTOM	SEE 6/A9.2	TALL CABINET WITH TWO LEFT HINGE DOORS, ADJUSTABLE SHELVES ABOVE, CLOTHES HANGING ROD ON RIGHT SIDE, AND SHELF BELOW	NO BACK PANEL. PROVIDE LOCK ON CASEWORK. SLABBED CABINET MORTISE CYLINDER CAM LOCKS, CORE BY HARDWARE SUPPLIER. REFER TO HARDWARE SCHEDULE. KEYS TO MATCH DOOR ON HALLWAY SIDE.		CUSTOM	12	WALL CABINET WITH TWO UPPER HINGE DOORS AND OPEN SHELF BELOW	BOTTOM SHELF TO EXTEND 6" BEYOND THE DEPTH OF THE UPPER DOORS	
CUSTOM	SEE 6/A9.2	TALL CABINET WITH TWO HINGE UPPER DOORS AND TWO HINGE LOWER DOORS WITH ADJUSTABLE SHELVES			CUSTOM	13	TALL CABINET WITH TWO HINGE UPPER DOORS AND TWO HINGE LOWER DOORS WITH ADJUSTABLE SHELVES		

**FREYTAG & ASSOCIATES INC.**  
ARCHITECTS ENGINEERS

226 N. MIAMI AVE.  
P.O. BOX 220  
SIDNEY, OHIO 45365

(937) 492-4983  
www.freytaginc.com  
info@freytaginc.com

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
CITY OF SIDNEY

2324 CAMPBELL ROAD  
SIDNEY, OH 45365

STATE OF OHIO  
REGISTERED ARCHITECT  
DANIEL J. FREYTAG  
8533

*Daniel J. Freytag*  
Daniel J. Freytag, License #8533  
Expiration Date: 12/31/2025

These designs and all items depicted herein, whether in writing or graphically, are instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS  
STORM SHELTER REVIEW  
PLAN APPROVAL / BIDDING  
ADDRESSUM 2 1/10/2025

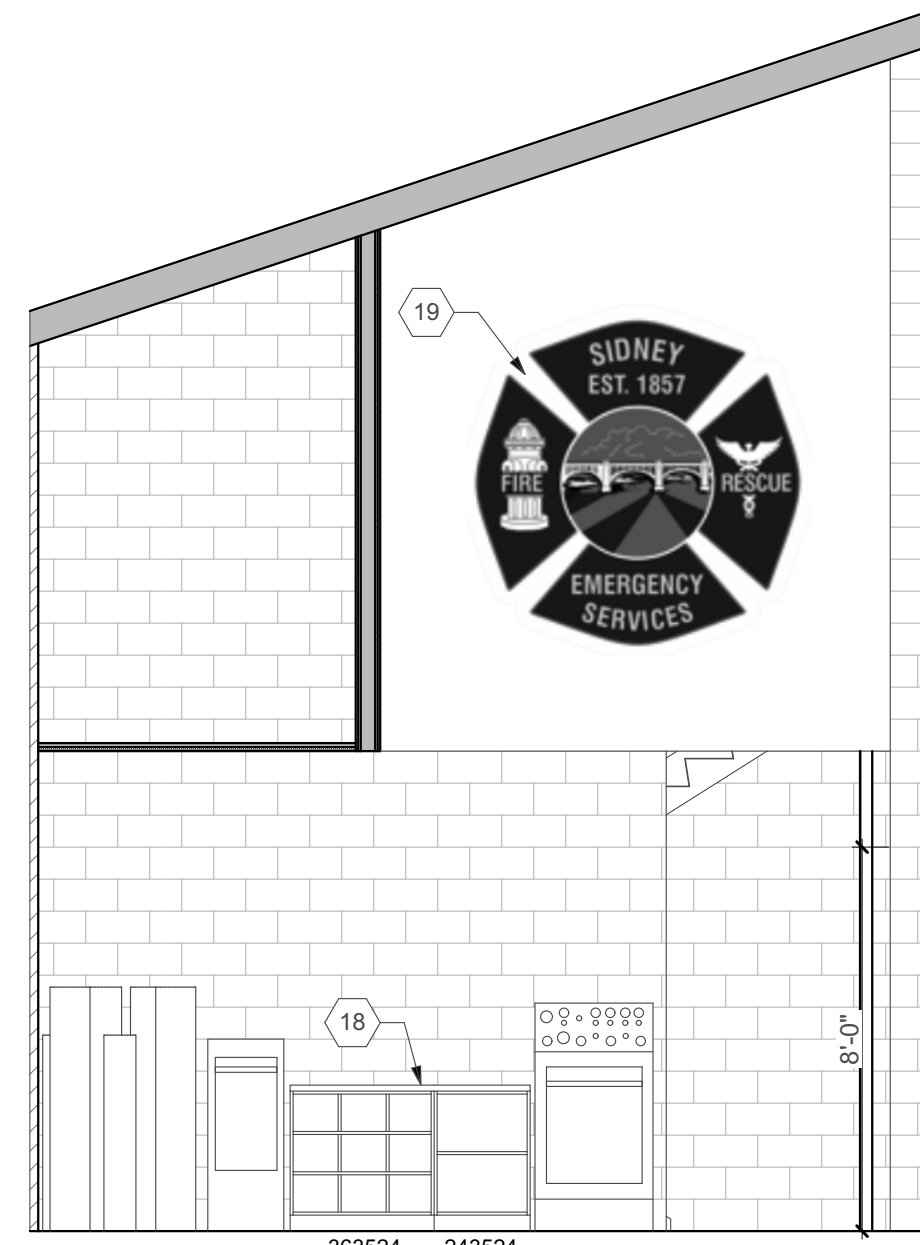
COMM. NUMBER DATE  
2207.02 11/22/24

DRAWN BY CHECKED BY  
AF/RS DF

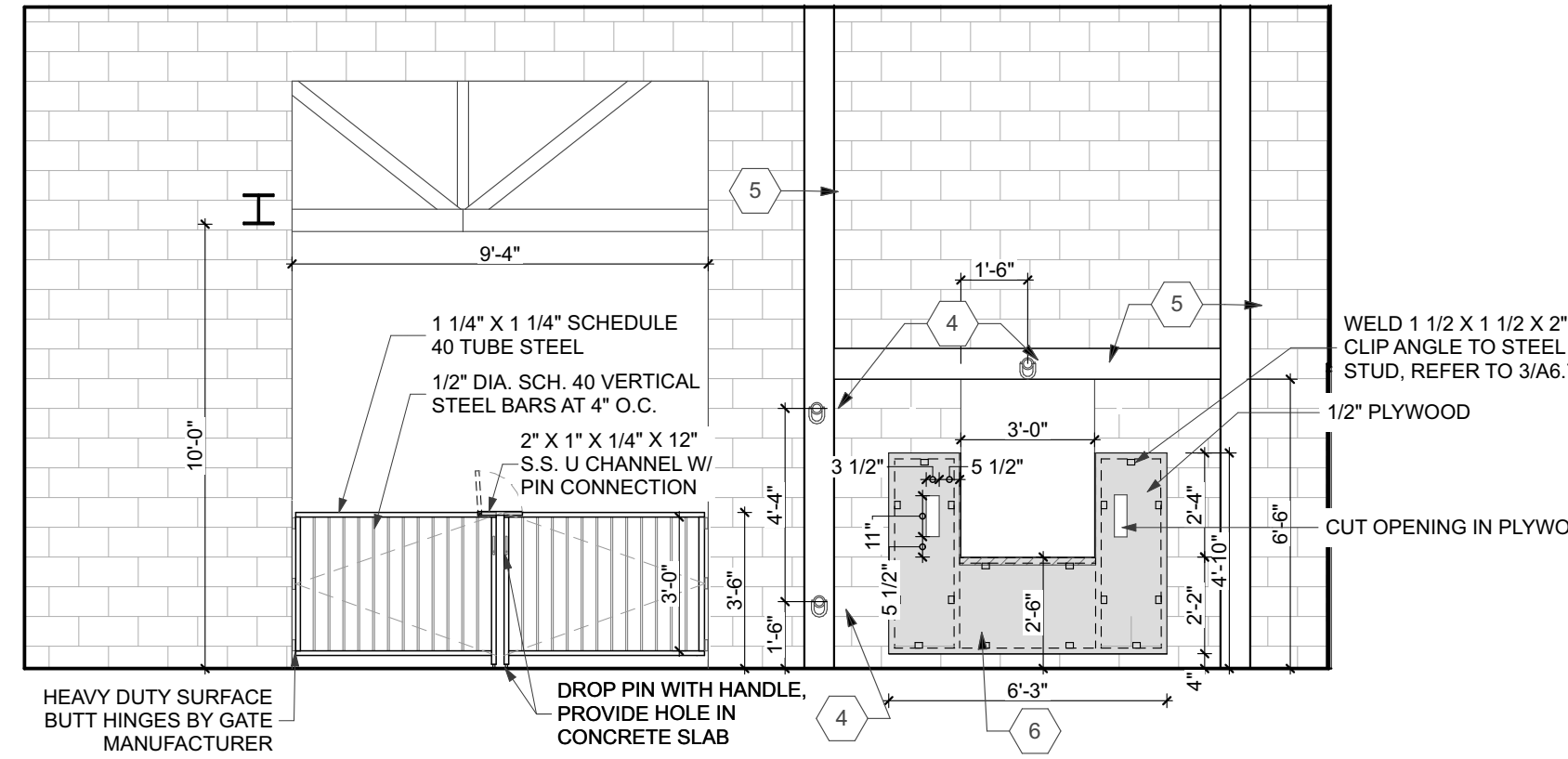
INTERIOR ELEVATIONS  
**A9.1**



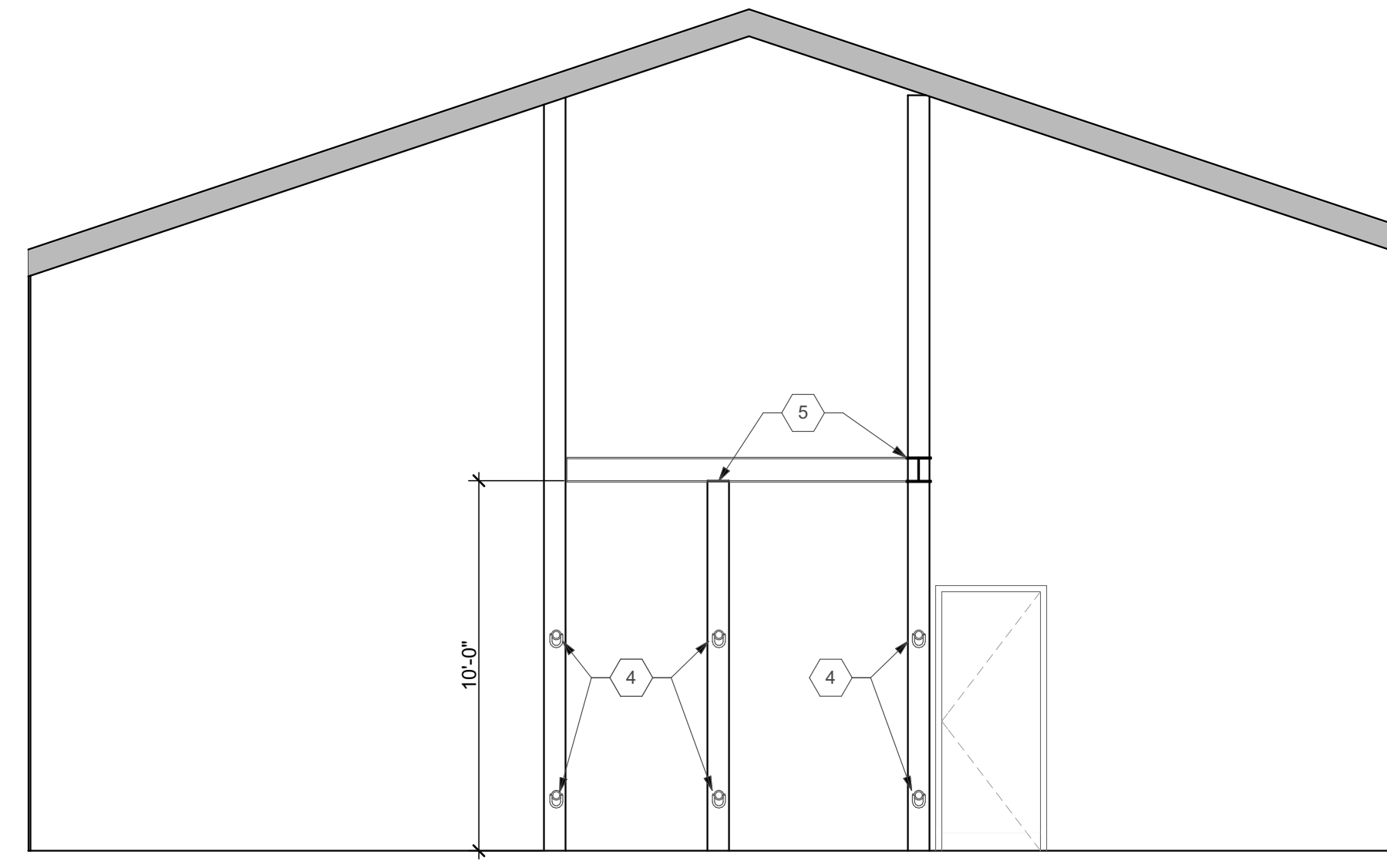
PLOT DATE: 1/9/25 @ 4:11 PM LAYOUT: A9.2 INTERIOR ELEVATIONS AND DETAILS - INTERIOR ELEVATIONS FILENAME: 231103 Fire Station CD FILE PATH: BIMcloud; freytaginc - BIMcloud Software as a Service; 231103 Fire Station CD



**1 E SCBA AREA**  
SCALE: 1/4" = 1'-0"



**2 202 W TRAINING**  
SCALE: 1/4" = 1'-0"



**3 202 E TRAINING**  
SCALE: 1/4" = 1'-0"

**INTERIOR ELEVATION NOTES**

ALL NOTES MAY NOT BE REFERENCED ON THIS SHEET.

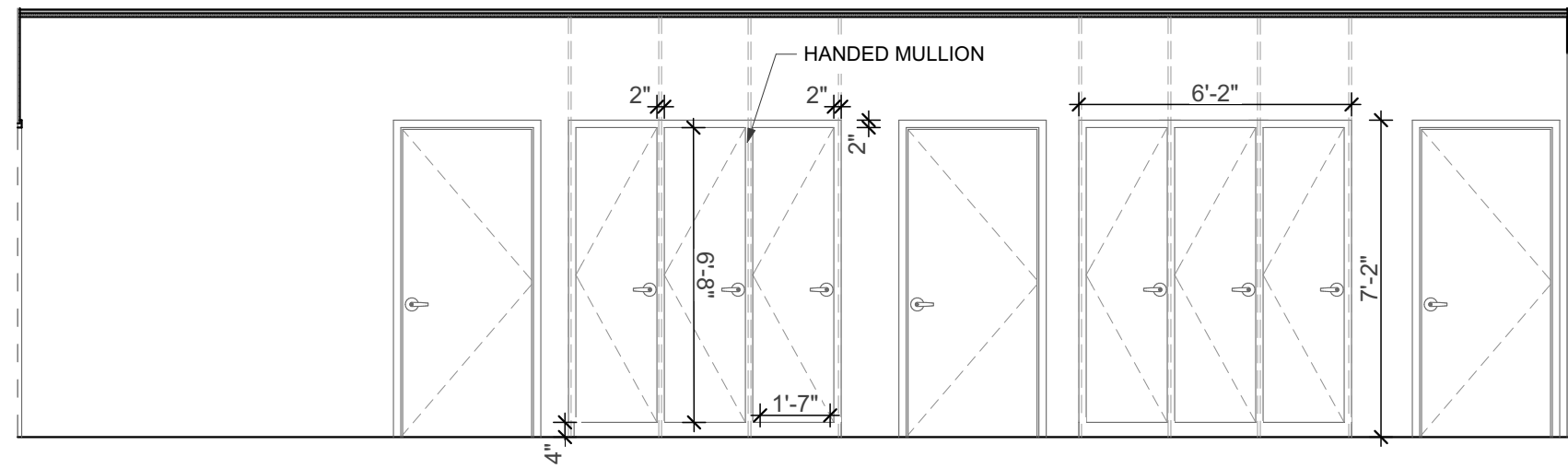
1. CABINET FILLER, SIZE AS REQUIRED.
2. PROVIDE ANY NECESSARY SUPPORTS UNDER COUNTER.
3. WHITE BOARD, REFER TO SPECIFICATIONS.
4. TACTICAL TRAINING TIE-OFF, REFER TO STRUCTURAL.
5. STEEL STRUCTURE FOR TRAINING TIE-OFFS, REFER TO STRUCTURAL.
6. FUR OUT WALL AROUND TACTICAL TRAINING WINDOW WITH 2X4 TUBE STEEL. COVER WITH PLYWOOD SHEATHING. REFER TO SECTION 3/A6.7.
7. FIELD VERIFY WITH OWNER / ARCHITECT.
8. CHASE AROUND DUCT.
9. PROVIDE LOCK ON CASEWORK. REFER TO CASEWORK SCHEDULE.
10. WHITE BOARD, REFER TO SPECIFICATIONS.
11. WOOD SHELVING WITH METAL BRACKETS, PROVIDE ANY NECESSARY BLOCKING/SUPPORTS.
12. STAINLESS STEEL SHELF, PROVIDE ANY NECESSARY BLOCKING/SUPPORTS.
13. WHITE STEEL WIRE SHELF, PROVIDE ANY NECESSARY BLOCKING/SUPPORTS.
14. PROVIDE BLOCKING FOR FUTURE SHOWER SEAT.
15. TOLLETRY NICHE, REFER TO SPECIFICATIONS.
16. TECHNOLOGY DRAWINGS. PROVIDE NECESSARY DATA/ELECTRIC CONNECTIONS AND BLOCKING. COORDINATE LOCATION WITH OWNER/ARCHITECT.
17. 43" STATION MONITOR U.N.O., BY OWNER. COORDINATE WITH TECHNOLOGY DRAWINGS. PROVIDE NECESSARY DATA/ELECTRIC CONNECTIONS AND BLOCKING. COORDINATE LOCATION WITH OWNER/ARCHITECT. 60" A.F.F. U.N.O.
18. MIRROR, REFER TO SPECIFICATIONS.
19. GRANITE/STONE COUNTERTOP.
20. SOLID SURFACE COUNTERTOP.
21. N.I.C. GRAPHIC PROVIDED BY OWNER.

**ELEVATION GENERAL NOTES**

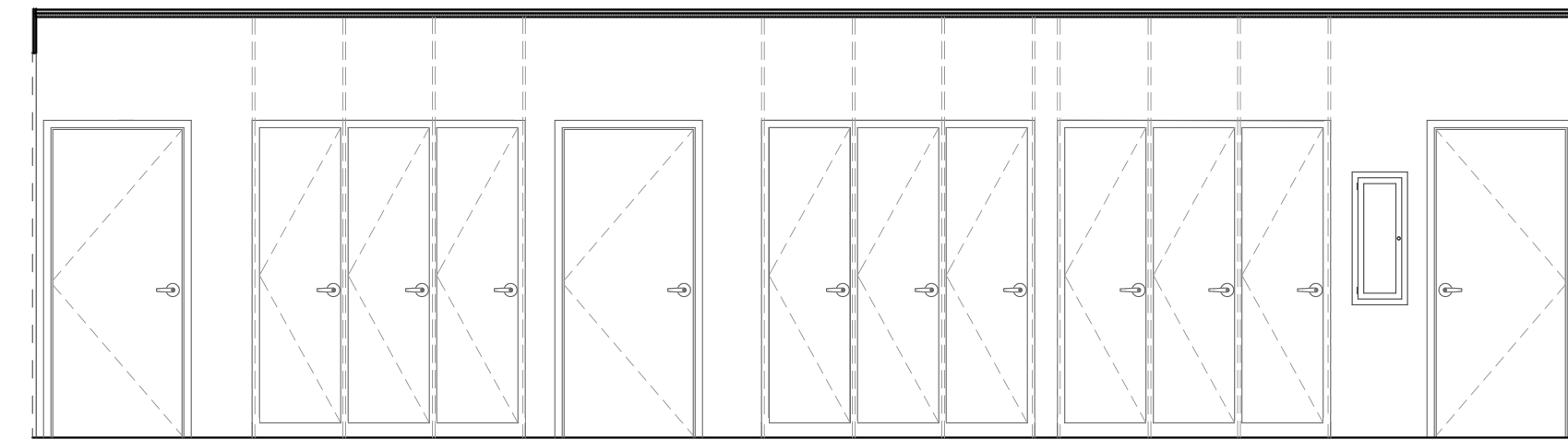
- A. VERIFY ANY DIMENSIONS FOR OWNER PROVIDED EQUIPMENT WITH OWNER / ARCHITECT PRIOR TO CASEWORK FABRICATION.
- B. REFER TO MOUNTING HEIGHTS ON SHEET A2.3 FOR ANY RESTROOM NOT SHOWN ON INTERIOR ELEVATIONS.
- C. PROVIDE ANY NECESSARY BLOCKING.
- D. COORDINATE LOCATIONS WITH MECHANICAL, ELECTRICAL, PLUMBING AND TECHNOLOGY DRAWINGS.

**ELEVATION LEGEND**

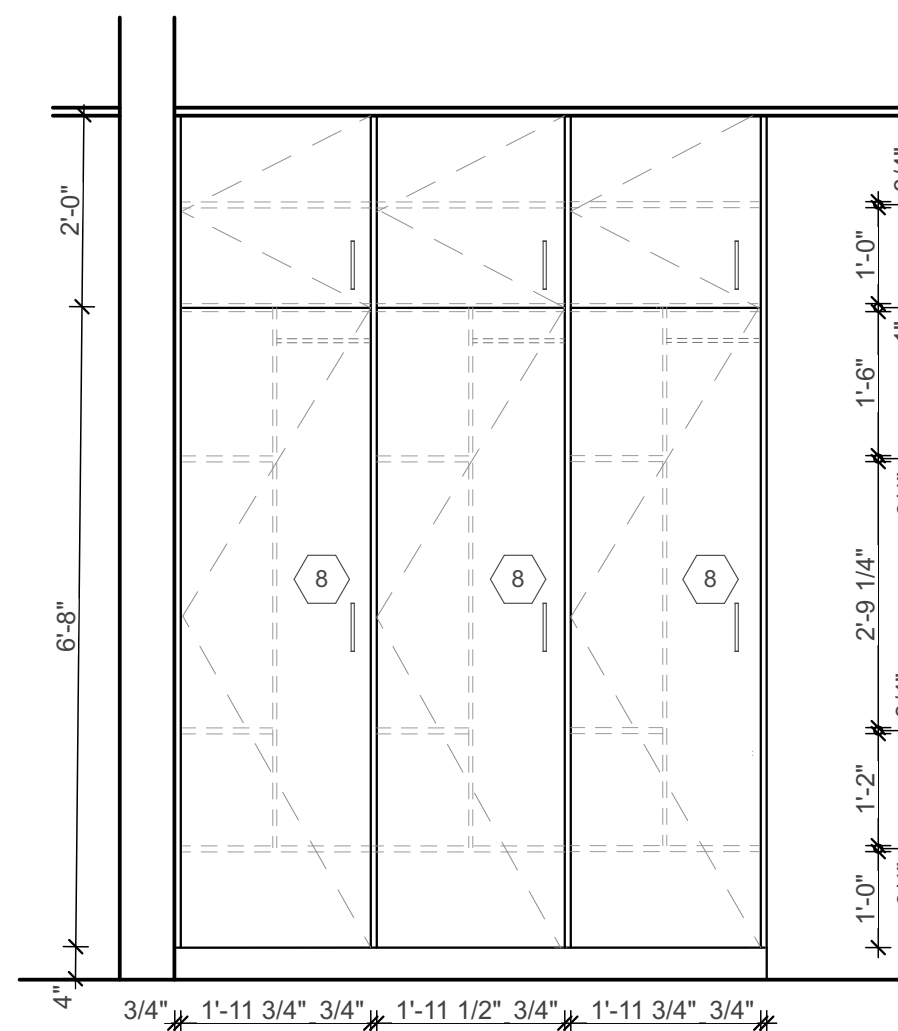
- 362924 CASEWORK NOMINAL WIDTH (SIDE TO SIDE)
- 10129 CASEWORK NOMINAL HEIGHT (NOT INCLUDING COUNTER)
- 10129 CASEWORK NOMINAL DEPTH (BACK TO FRONT)
- CASEWORK ITEM, SEE SCHEDULE ON A9.1



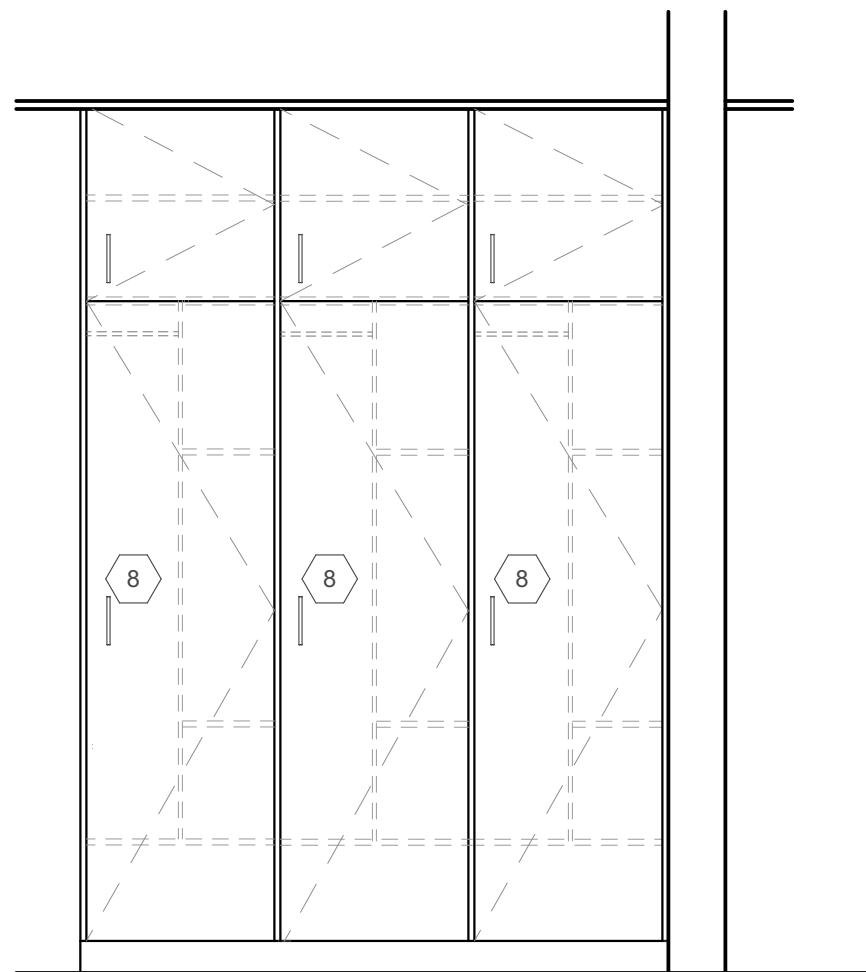
**4 116 N CORRIDOR**  
SCALE: 1/4" = 1'-0"



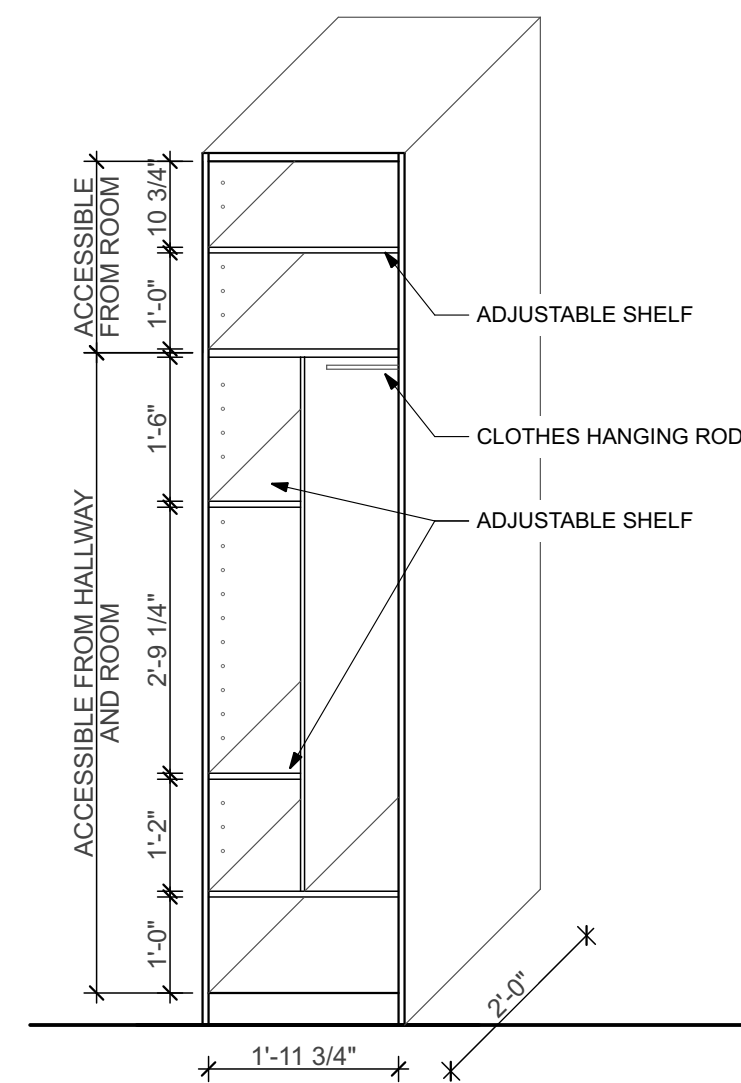
**5 116 S CORRIDOR**  
SCALE: 1/4" = 1'-0"



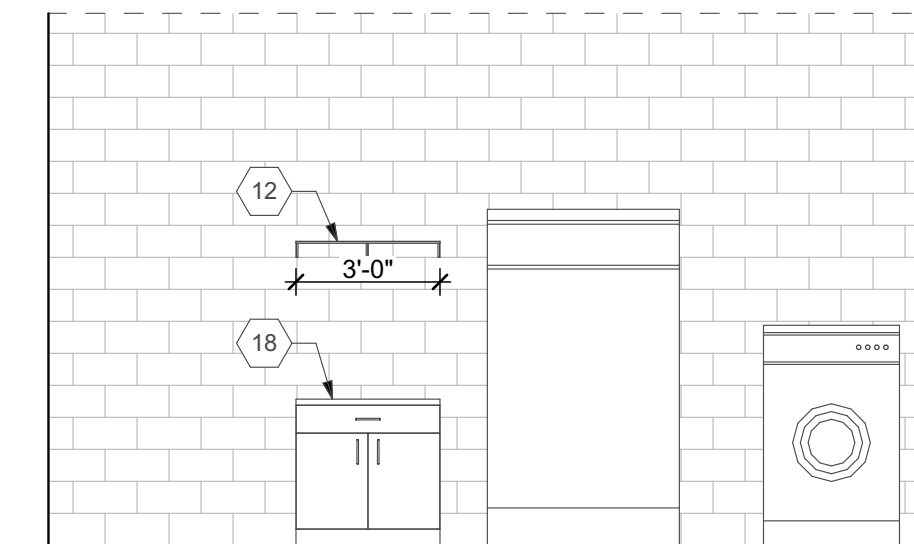
**6 LOCKERS @ 110, 112**  
SCALE: 1/2" = 1'-0"



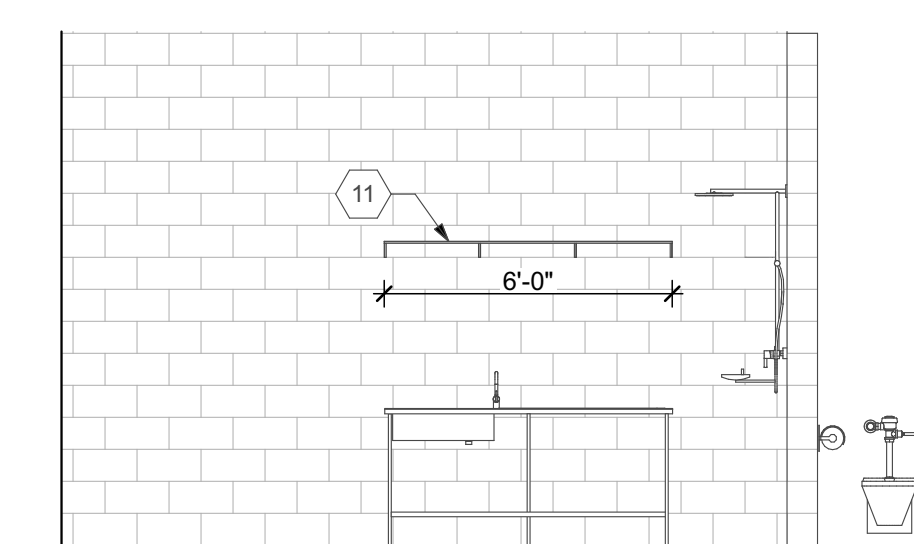
**7 LOCKERS @ 108, 111, 113**  
SCALE: 1/2" = 1'-0"



**8 LOCKER**  
SCALE: 1/2" = 1'-0"



**9 N HEAVY DECON**  
SCALE: 1/4" = 1'-0"



**10 S HEAVY DECON**  
SCALE: 1/4" = 1'-0"

**FREYTAG & ASSOCIATES INC.**  
**ARCHITECTS ENGINEERS**  
226 N. MIAMI AVE.  
PO. BOX 220  
SIDNEY, OHIO 45365  
(937) 492-4983  
www.freytaginc.com  
info@freytaginc.com

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
CITY OF SIDNEY  
2324 CAMPBELL ROAD  
SIDNEY, OH 45365

STATE OF OHIO  
DANIEL J. FREYTAG  
8533  
REGISTERED ARCHITECT  
Daniel J. Freytag, License #8533  
Expiration Date: 12/31/2025

These designs and all items depicted herein, whether in writing or graphically, are instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS	
STORM SHELTER REVIEW	
PLAN APPROVAL / BIDDING	
ADDENDUM 2	11/02/25

COMM. NUMBER	DATE
2207.02	11/22/24
DRAWN BY	CHECKED BY
AF/RS	DF

INTERIOR ELEVATIONS  
**A9.2**

INTERIOR ELEVATION NOTES

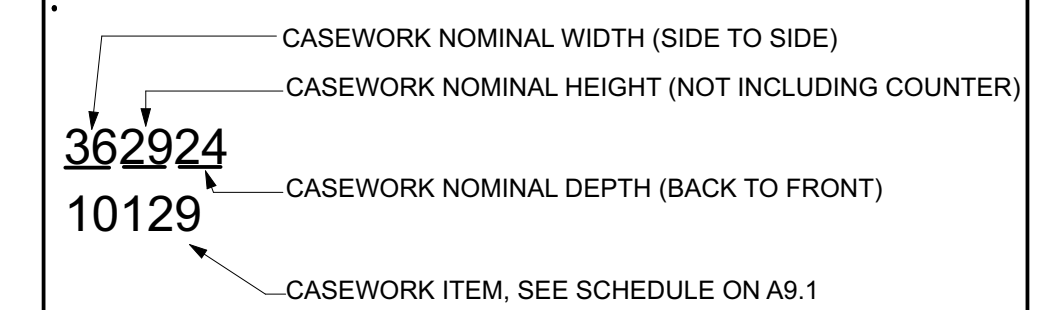
ALL NOTES MAY NOT BE REFERENCED ON THIS SHEET.

1. CABINET FILLER, SIZE AS REQUIRED.
2. PROVIDE ANY NECESSARY SUPPORTS UNDER COUNTER.
3. WHITE BOARD, REFER TO SPECIFICATIONS.
4. TACTICAL TRAINING TIE-OFF, REFER TO STRUCTURAL.
5. STEEL STRUCTURE FOR TRAINING TIE-OFFS, REFER TO STRUCTURAL.
6. FUR OUT WALL AROUND TACTICAL TRAINING WINDOW WITH 2X4 TUBE STEEL COVER WITH PLYWOOD SHEATHING. REFER TO SECTION 3/A6.7.
7. FIELD VERIFY WITH OWNER / ARCHITECT.
8. CHASE AROUND DUCT.
9. PROVIDE LOCK ON CASEWORK. REFER TO CASEWORK SCHEDULE.
10. TOILETRY NICHE, REFER TO SPECIFICATIONS.
11. WOOD SHELVING WITH METAL BRACKETS, PROVIDE ANY NECESSARY BLOCKING/SUPPORTS.
12. STAINLESS STEEL SHELF, PROVIDE ANY NECESSARY BLOCKING/SUPPORTS.
13. WHITE STEEL WIRE SHELF, PROVIDE ANY NECESSARY BLOCKING/SUPPORTS.
14. PROVIDE BLOCKING FOR FUTURE SHOWER SEAT.
15. WALL-MOUNTED TV, BY OWNER. 60" A.F.F. COORDINATE WITH TECHNOLOGY DRAWINGS. PROVIDE NECESSARY DATA/ELECTRIC CONNECTIONS AND BLOCKING. COORDINATE LOCATION WITH OWNER/ARCHITECT.
16. 43" STATION MONITOR U.N.O., BY OWNER. COORDINATE WITH TECHNOLOGY DRAWINGS. PROVIDE NECESSARY DATA/ELECTRIC CONNECTIONS AND BLOCKING. COORDINATE LOCATION WITH OWNER/ARCHITECT. 60" A.F.F. U.N.O.
17. MIRROR, REFER TO SPECIFICATIONS.
18. GRANITE/STONE COUNTERTOP
19. SOLID SURFACE COUNTERTOP
20. N.I.C. GRAPHIC PROVIDED BY OWNER.

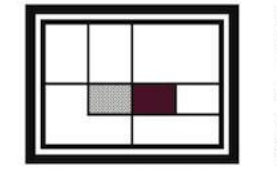
ELEVATION GENERAL NOTES

- A. VERIFY ANY DIMENSIONS FOR OWNER PROVIDED EQUIPMENT WITH OWNER / ARCHITECT PRIOR TO CASEWORK FABRICATION.
- B. REFER TO MOUNTING HEIGHTS ON SHEET A2.3 FOR ANY RESTROOM NOT SHOWN ON INTERIOR ELEVATIONS.
- C. PROVIDE ANY NECESSARY BLOCKING.
- D. COORDINATE LOCATIONS WITH MECHANICAL, ELECTRICAL, PLUMBING AND TECHNOLOGY DRAWINGS.

ELEVATION LEGEND



**FREYTAG & ASSOCIATES INC.**  
**ARCHITECTS ENGINEERS**

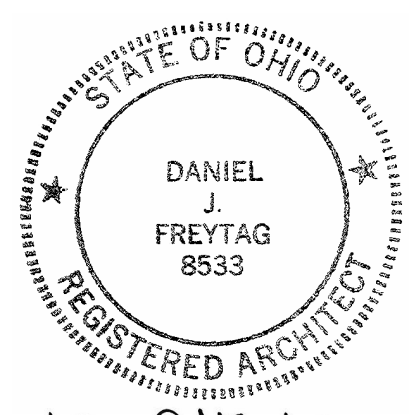


(937) 492-4983  
 www.freytaginc.com  
 info@freytaginc.com  
 226 N. MIAMI AVE.  
 P.O. BOX 220  
 SIDNEY, OHIO 45365

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
 CITY OF SIDNEY

SIDNEY, OH 45365

2324 CAMPBELL ROAD



Daniel J. Freytag, License #8533  
 Expiration Date: 12/31/2025

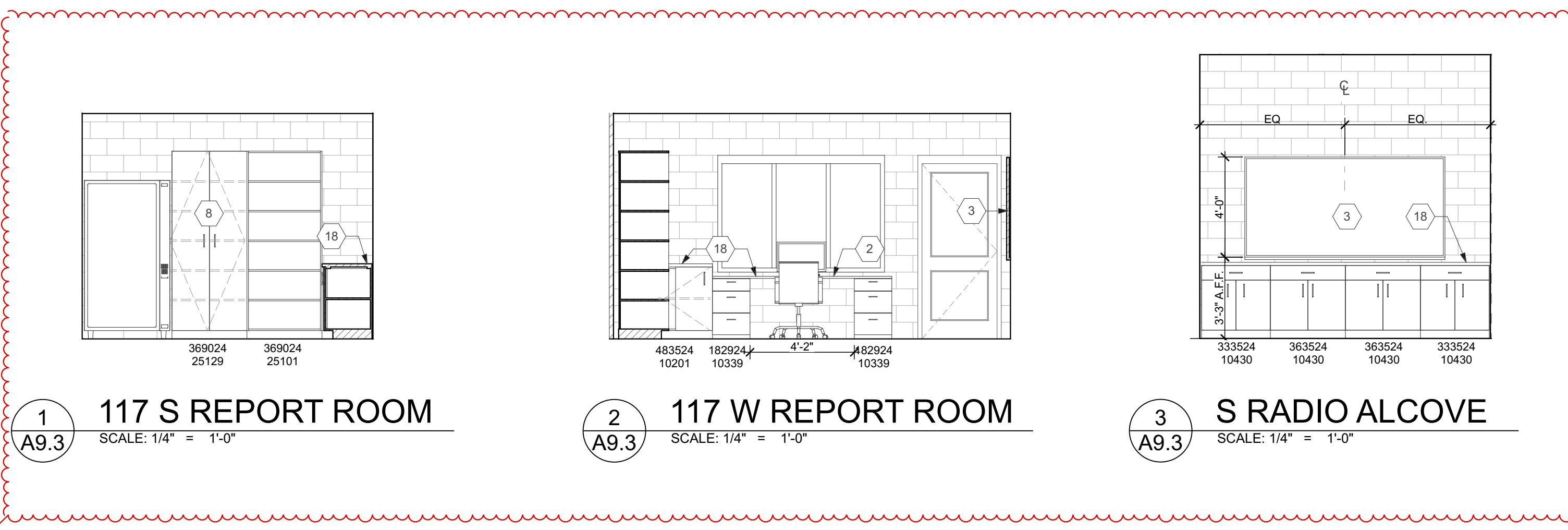
These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS	
STORM SHELTER REVIEW	
PLAN APPROVAL / BIDDING	
ADDENDUM 2	11/10/2025

COMM. NUMBER	DATE
2207.02	11/22/24
DRAWN BY	CHECKED BY
AF/RS	DF

INTERIOR ELEVATIONS

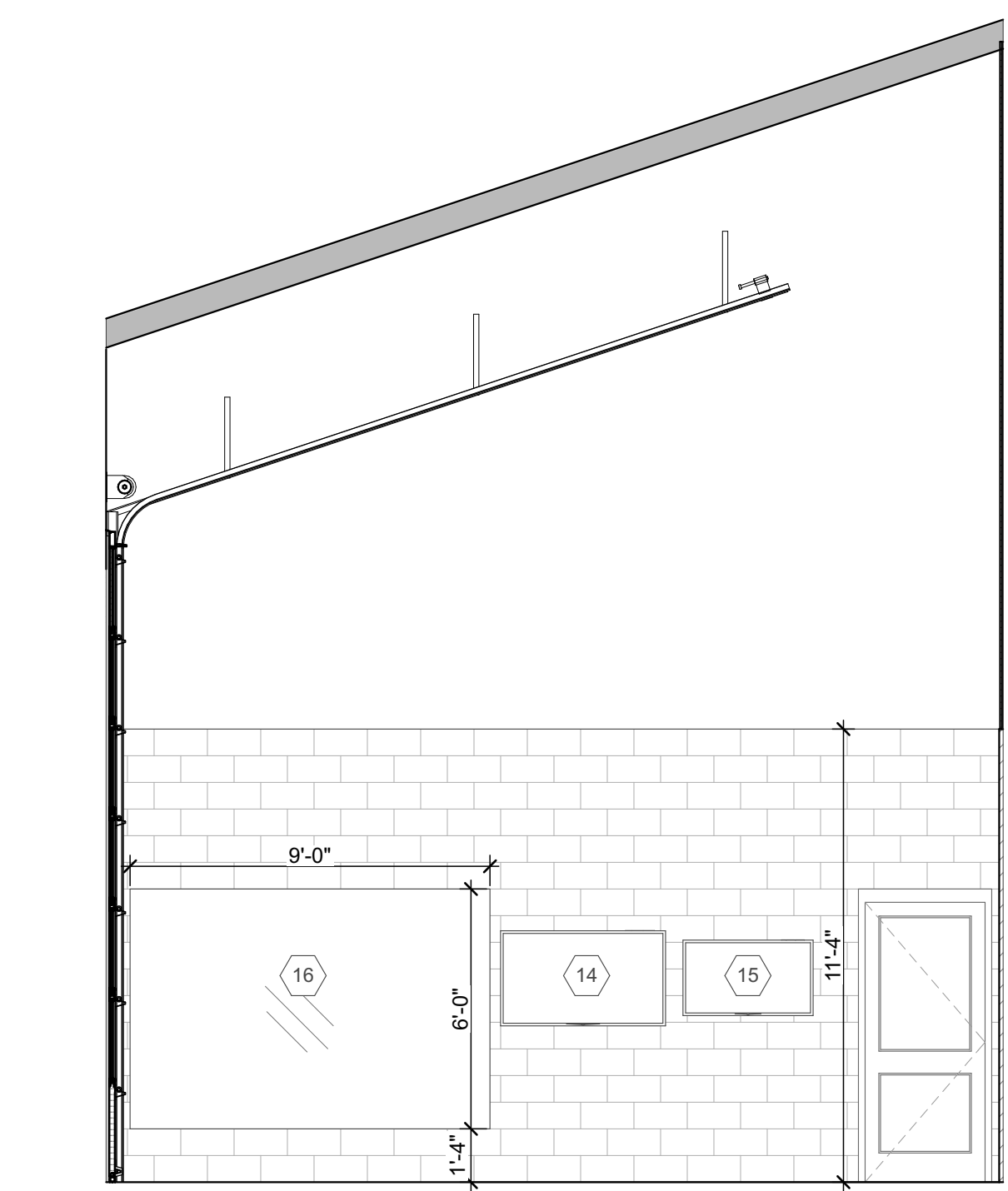
**A9.3**



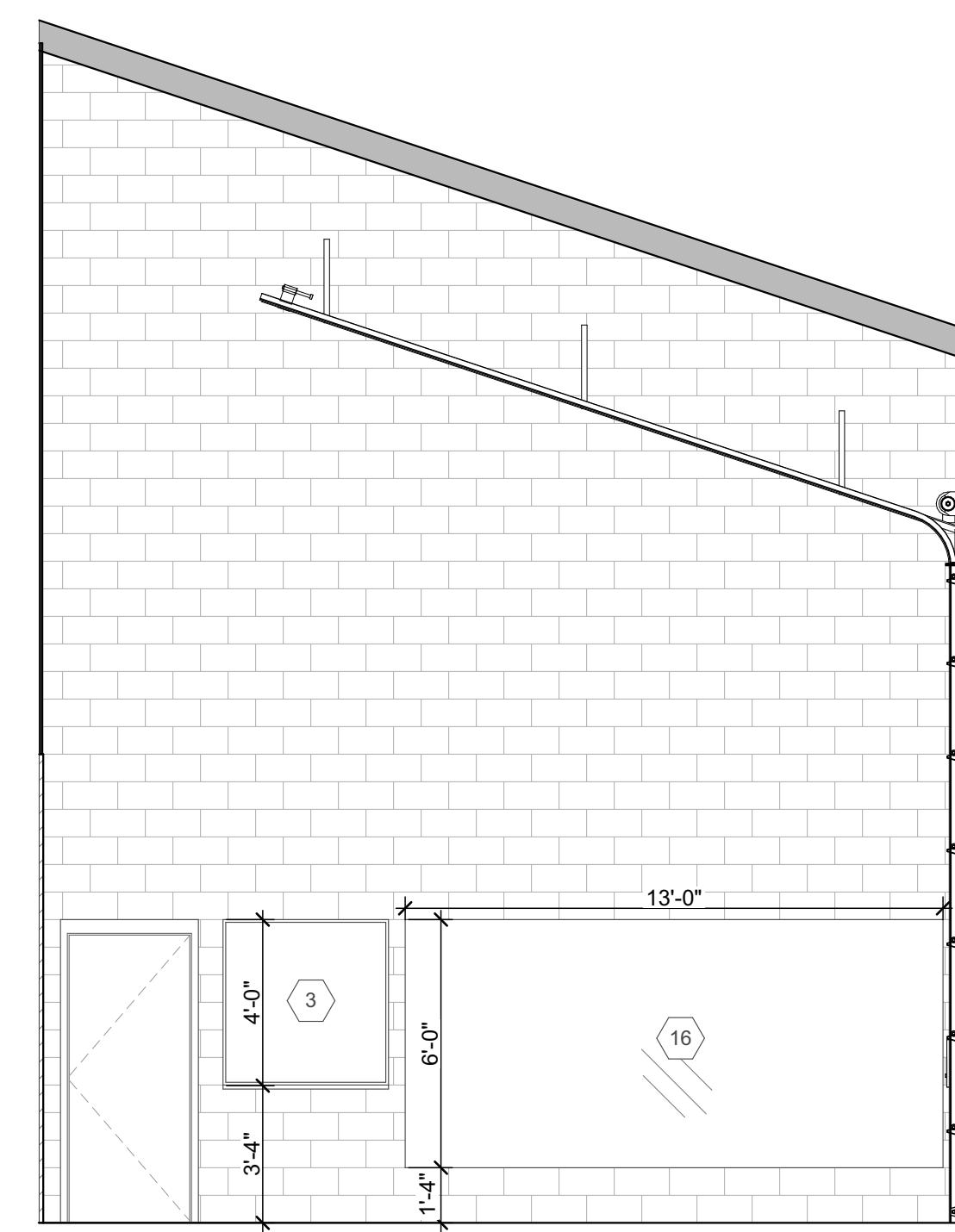
**1**  
**A9.3** 117 S REPORT ROOM  
 SCALE: 1/4" = 1'-0"

**2**  
**A9.3** 117 W REPORT ROOM  
 SCALE: 1/4" = 1'-0"

**3**  
**A9.3** S RADIO ALCOVE  
 SCALE: 1/4" = 1'-0"

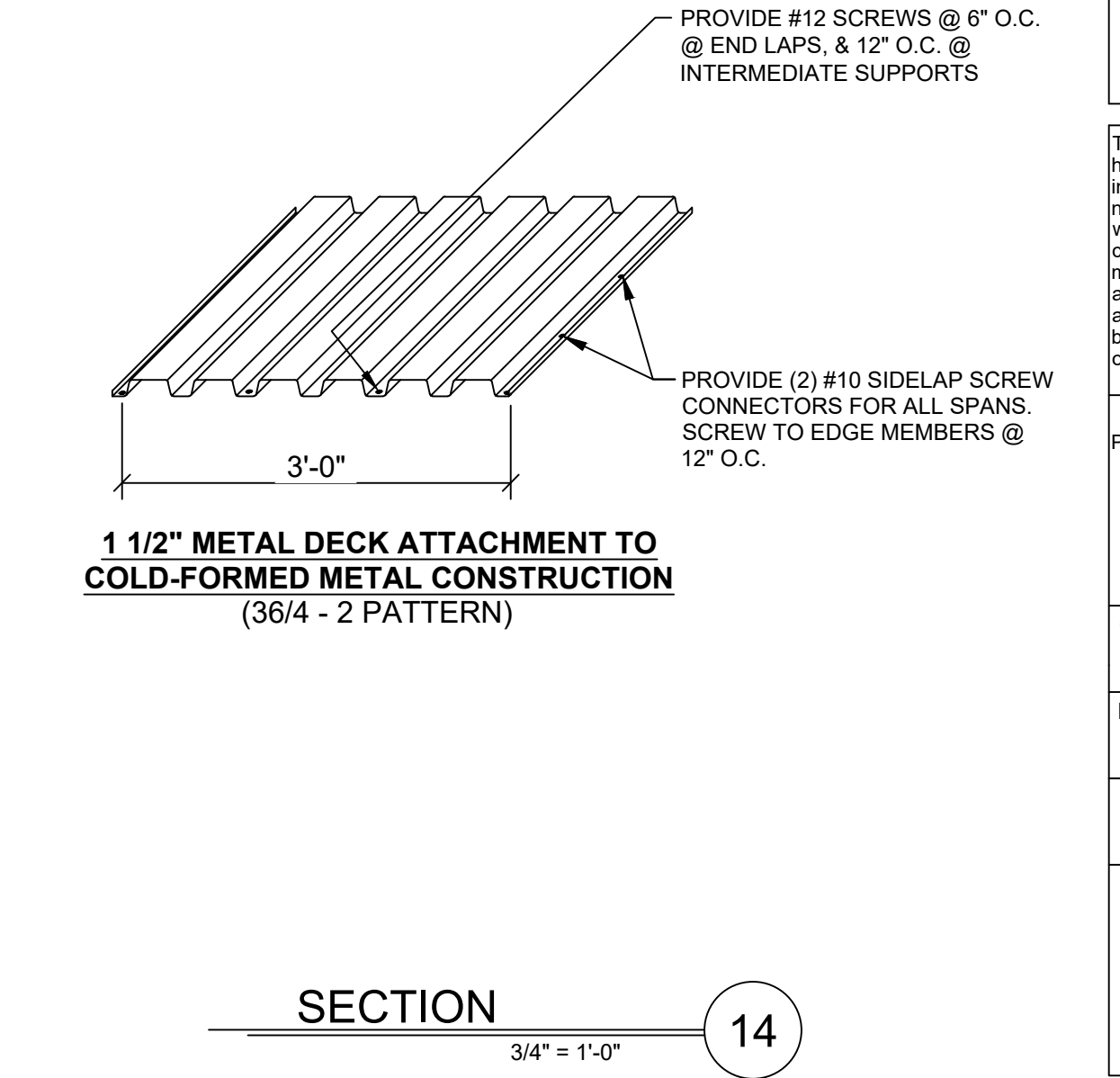
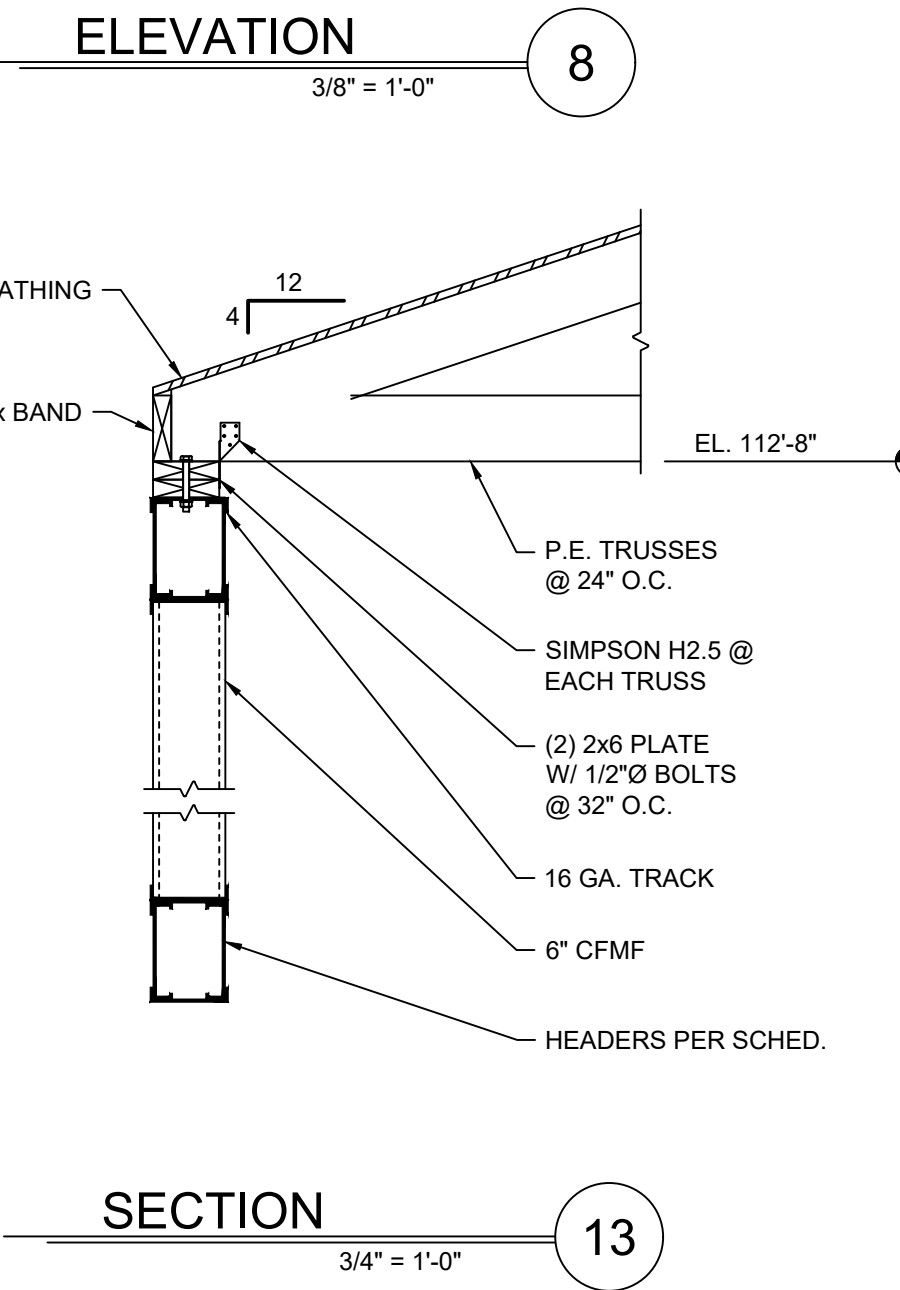
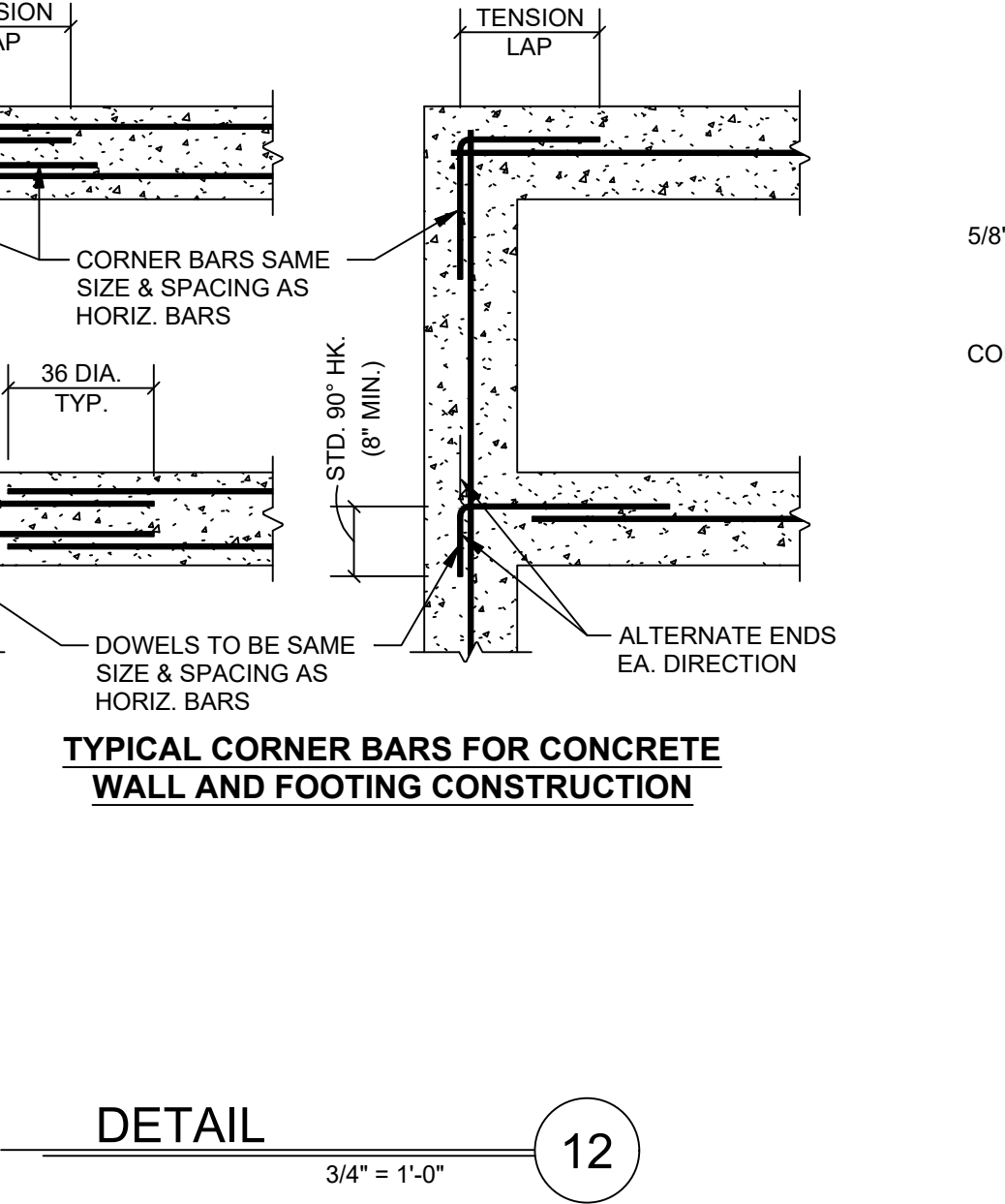
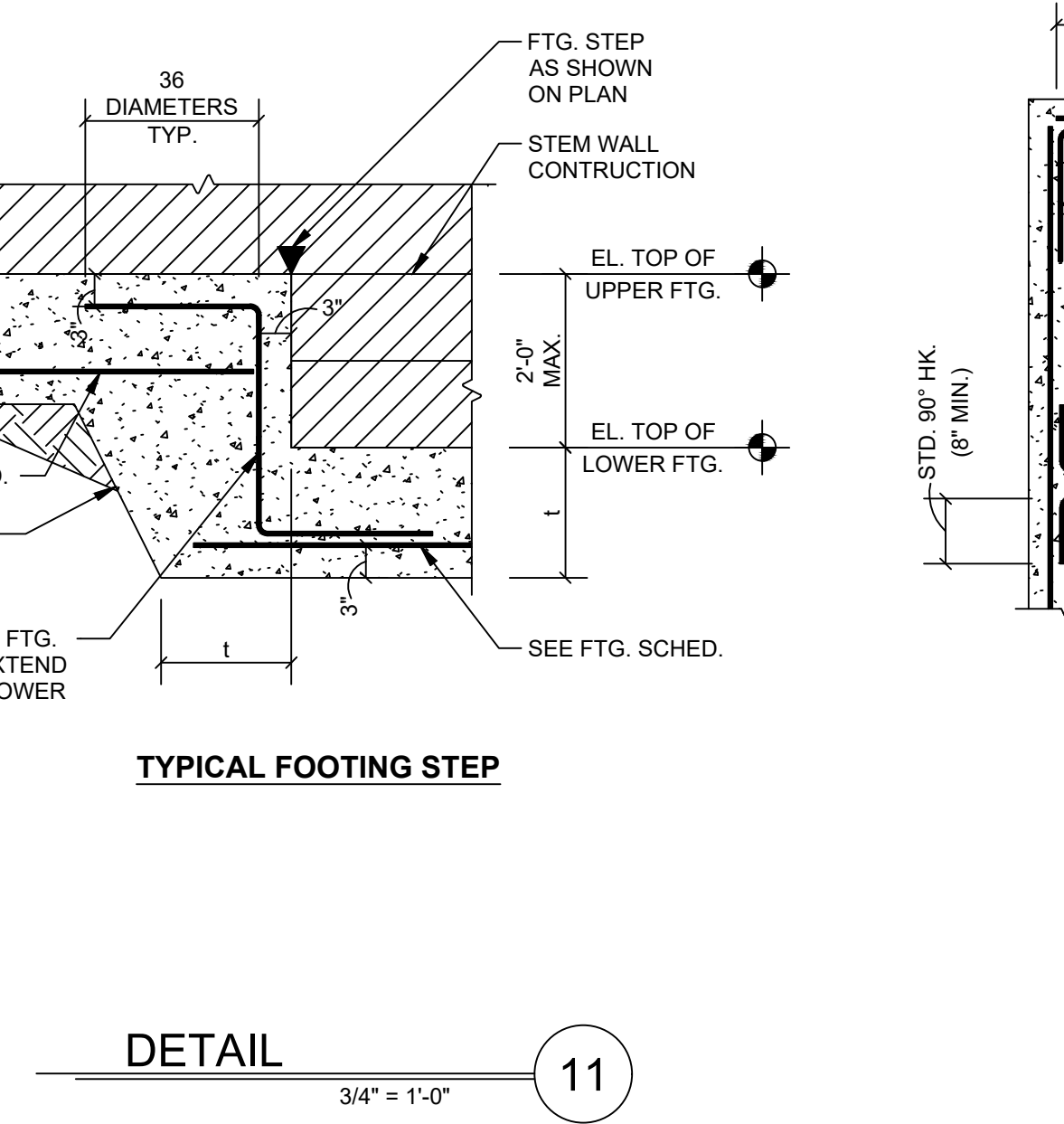
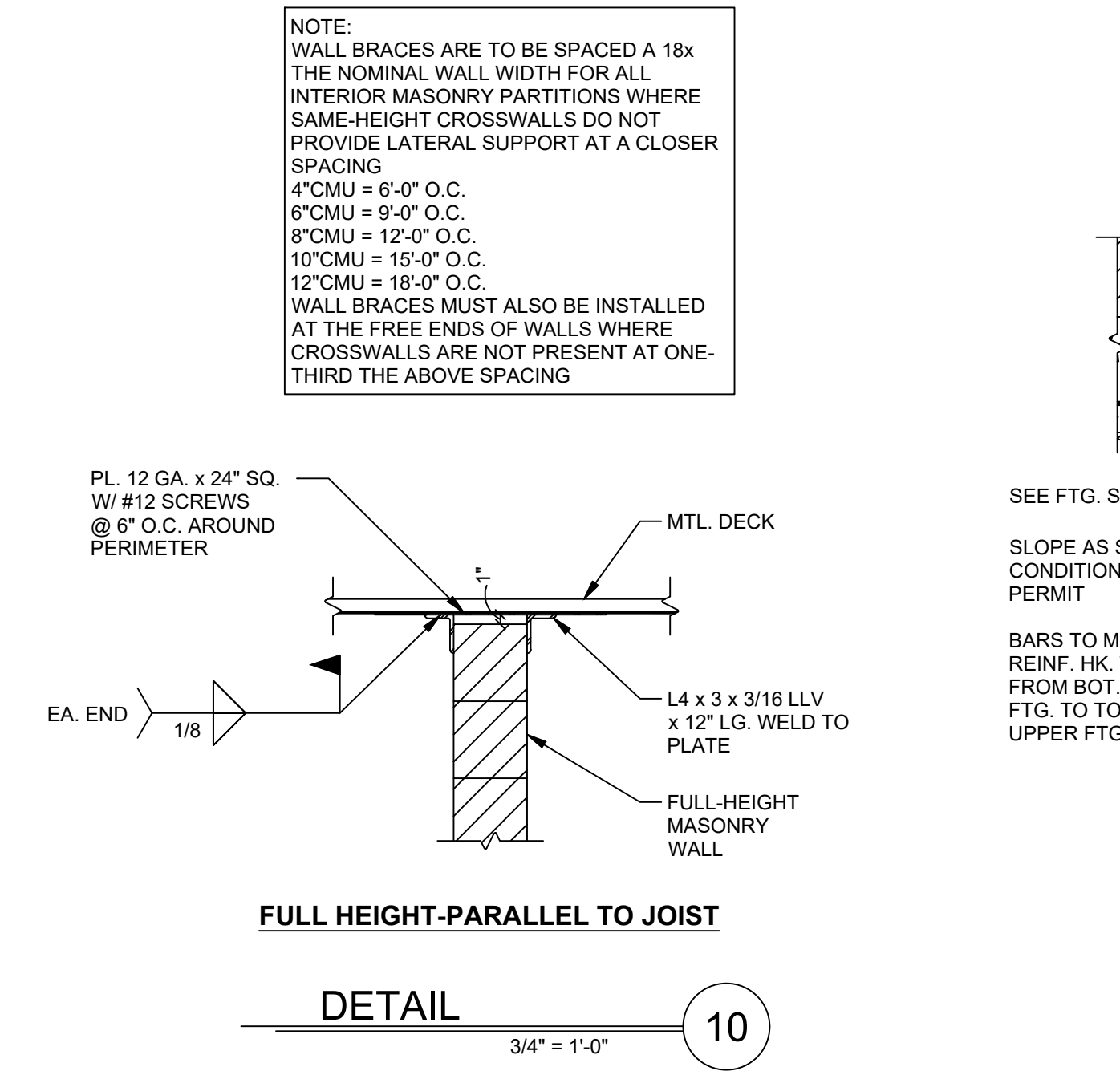
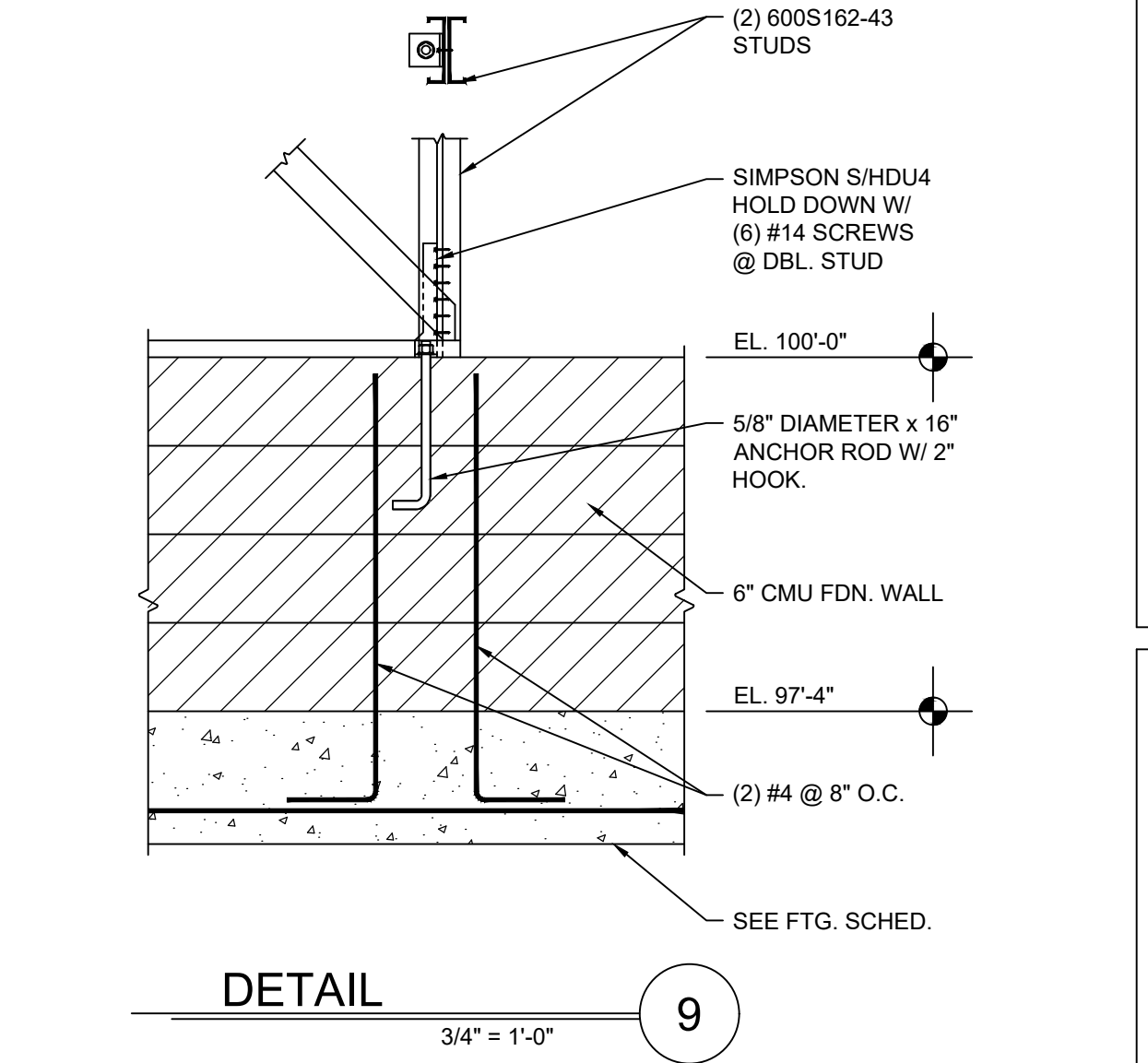
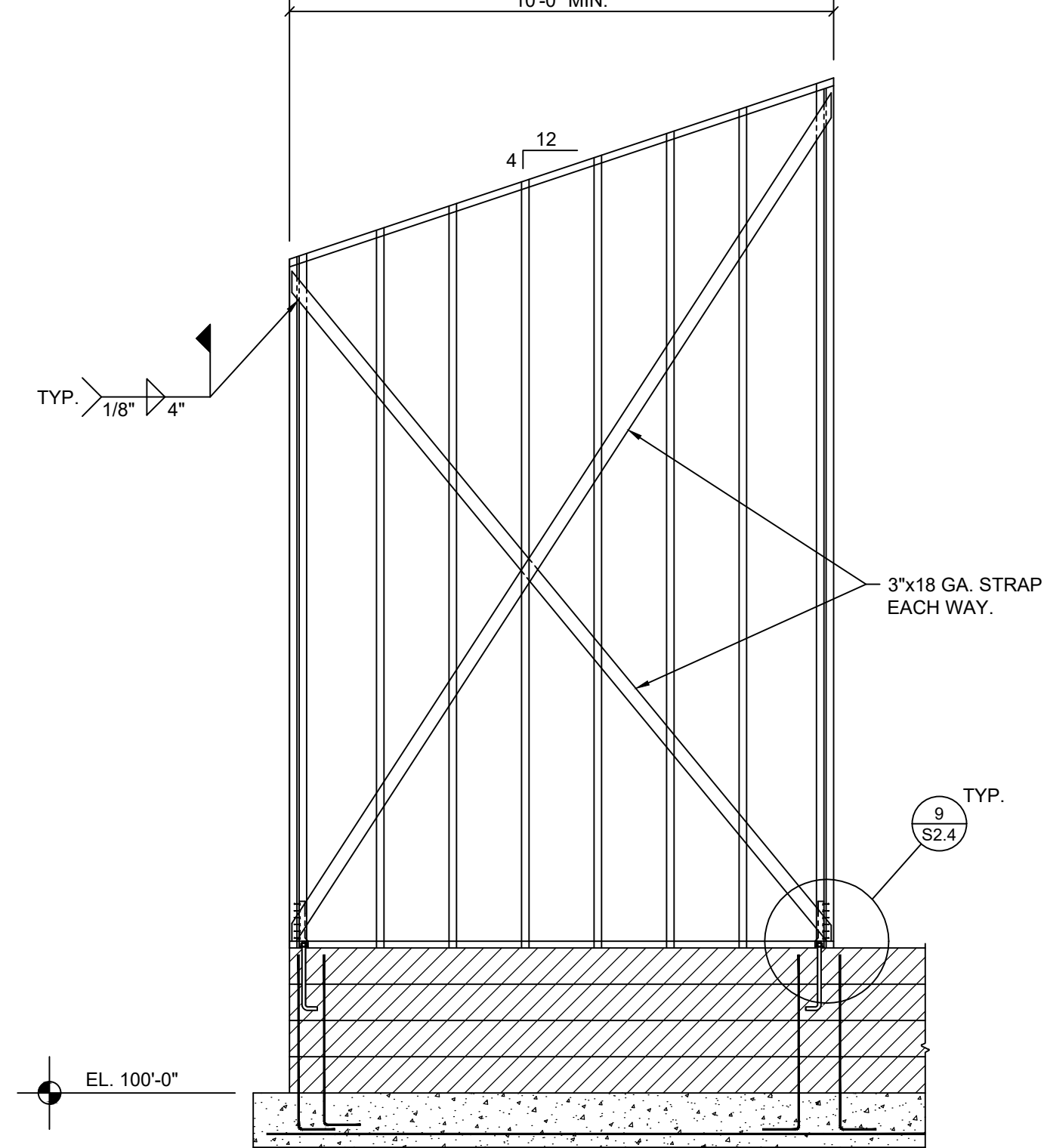
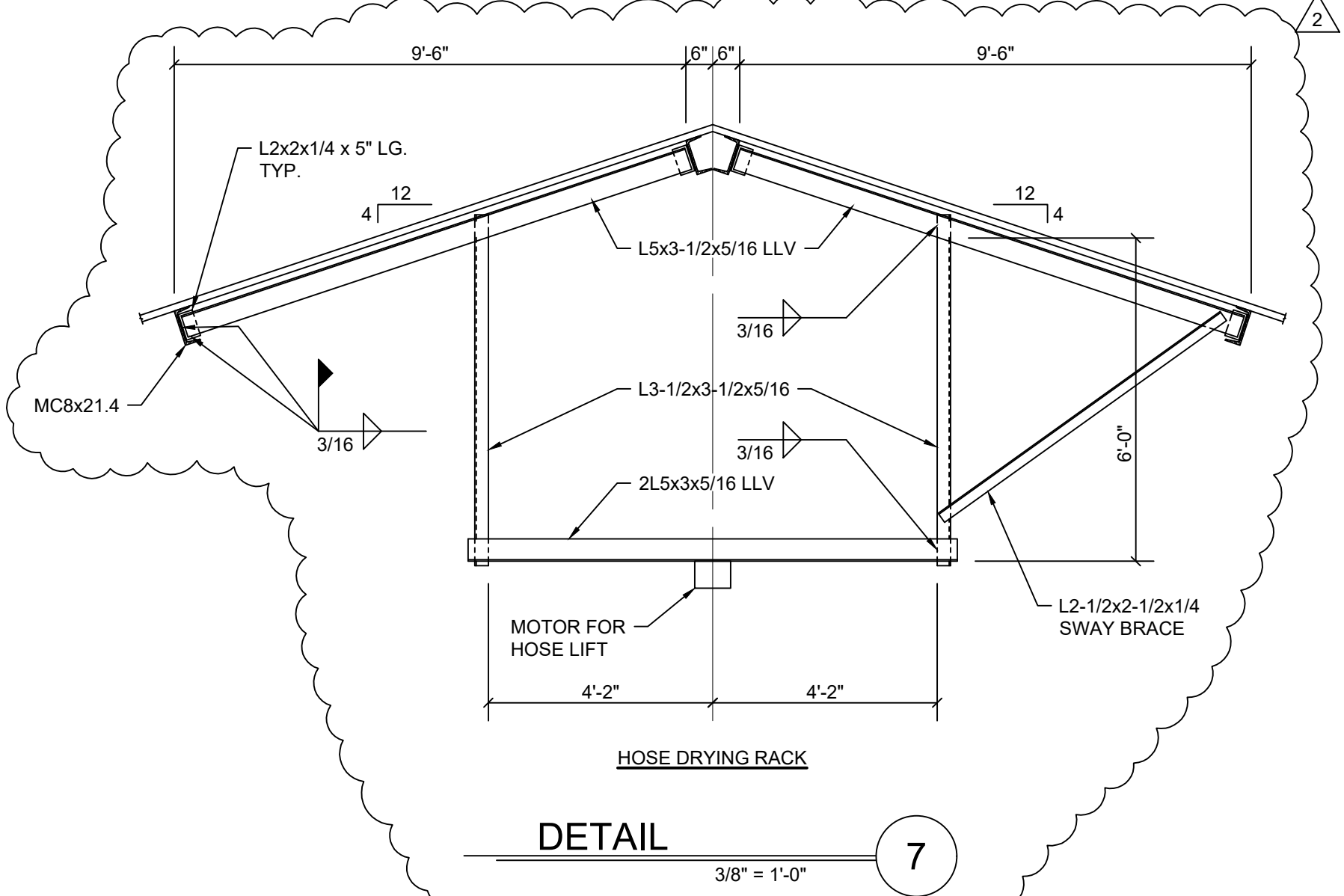
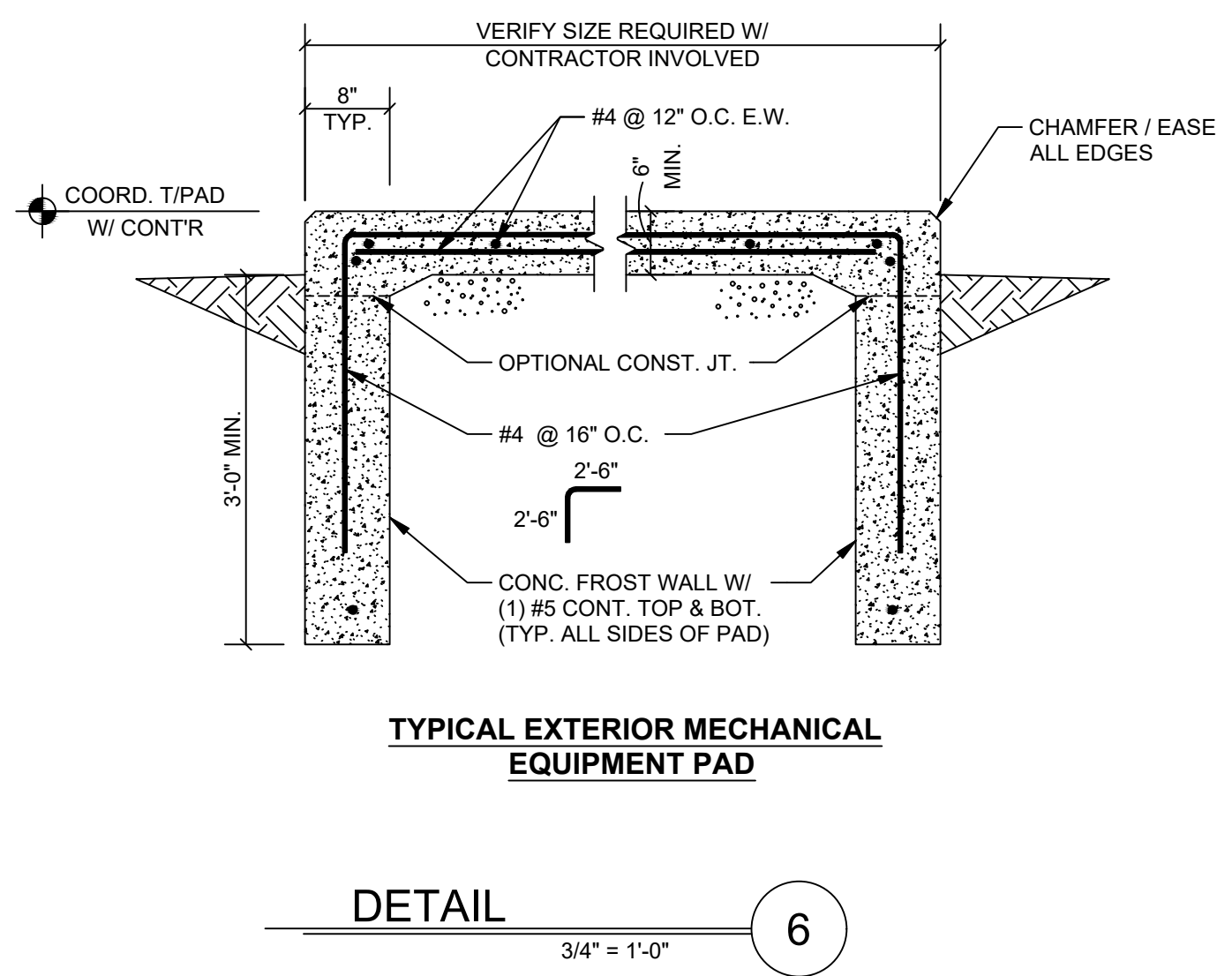
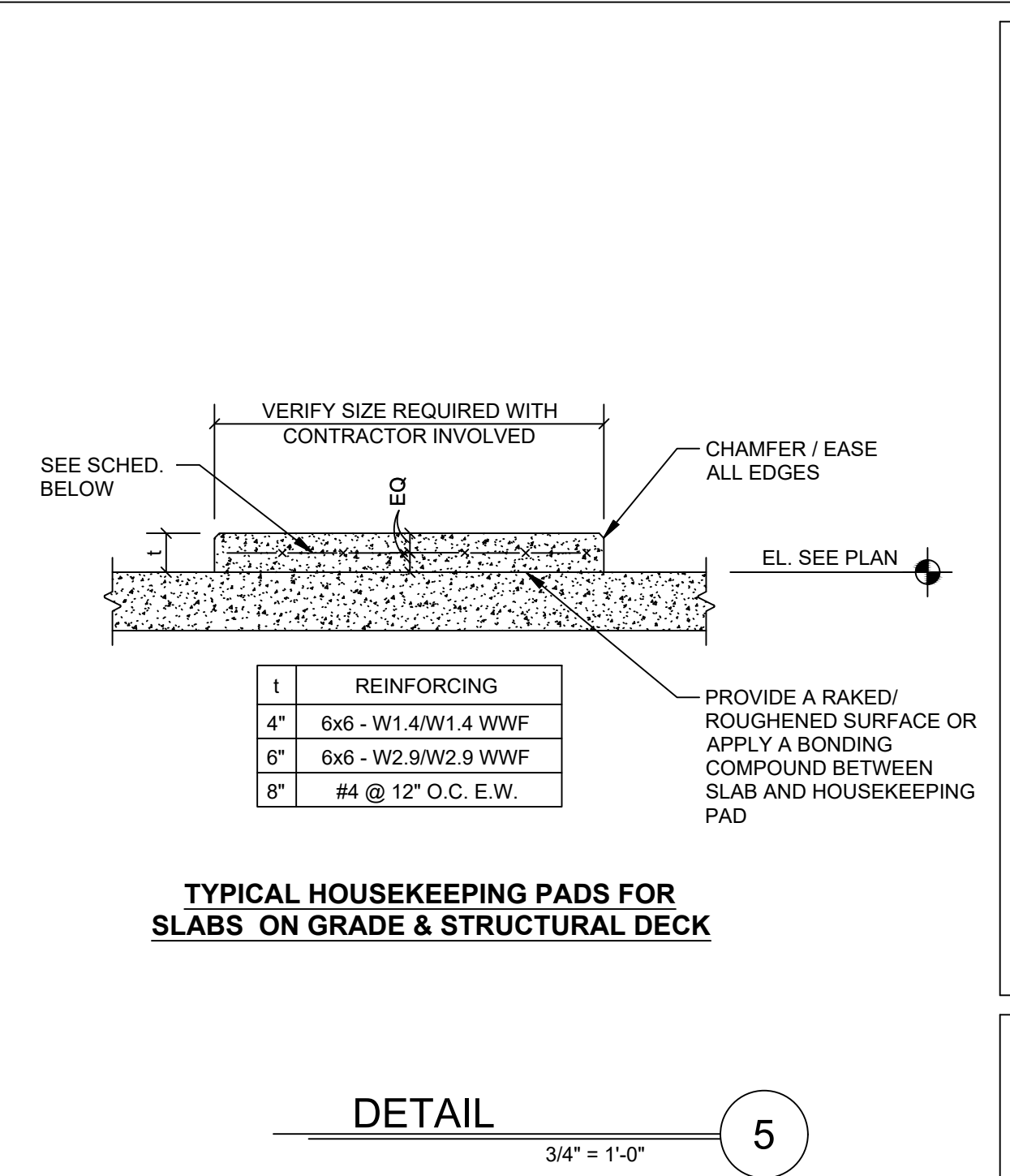
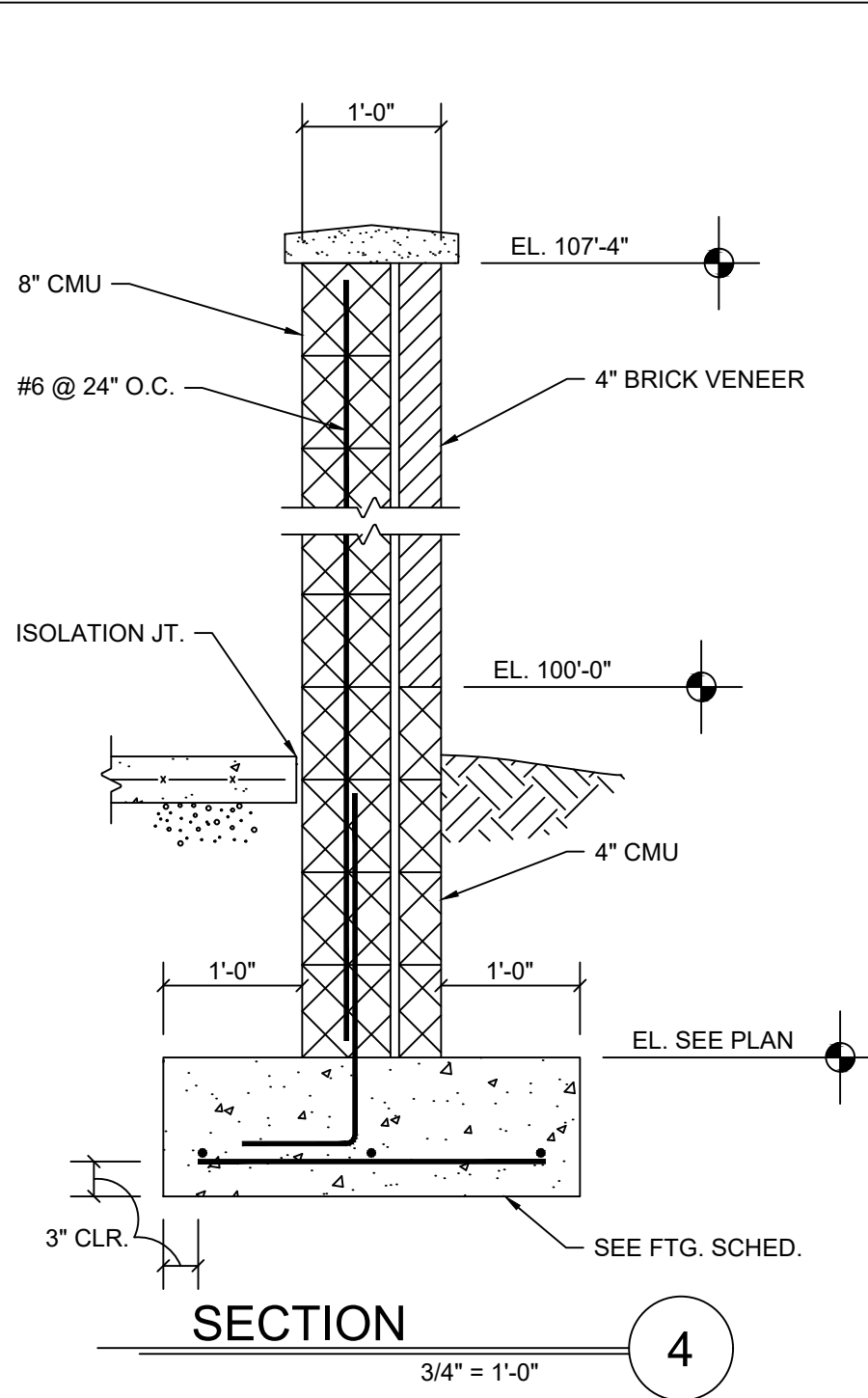
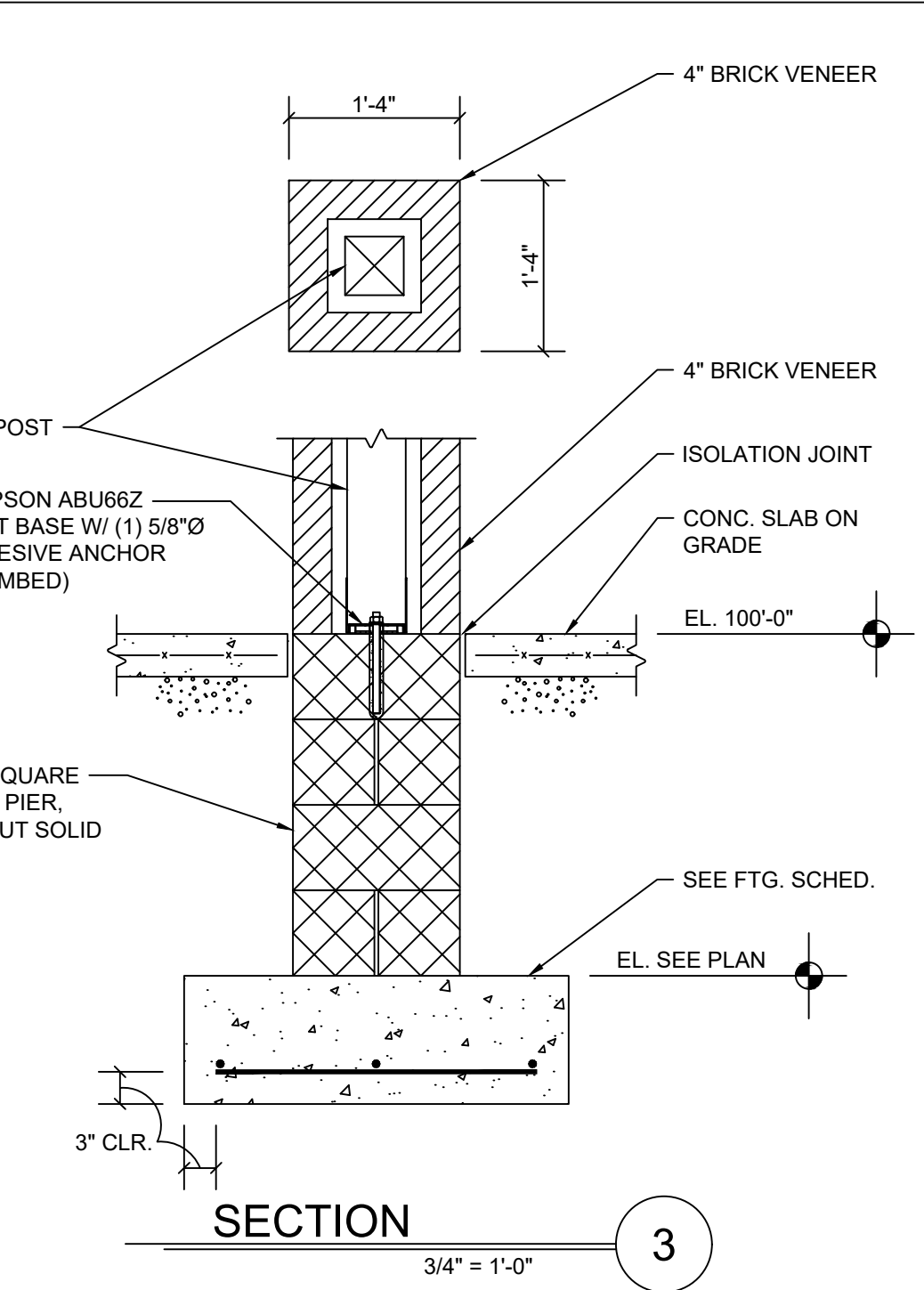
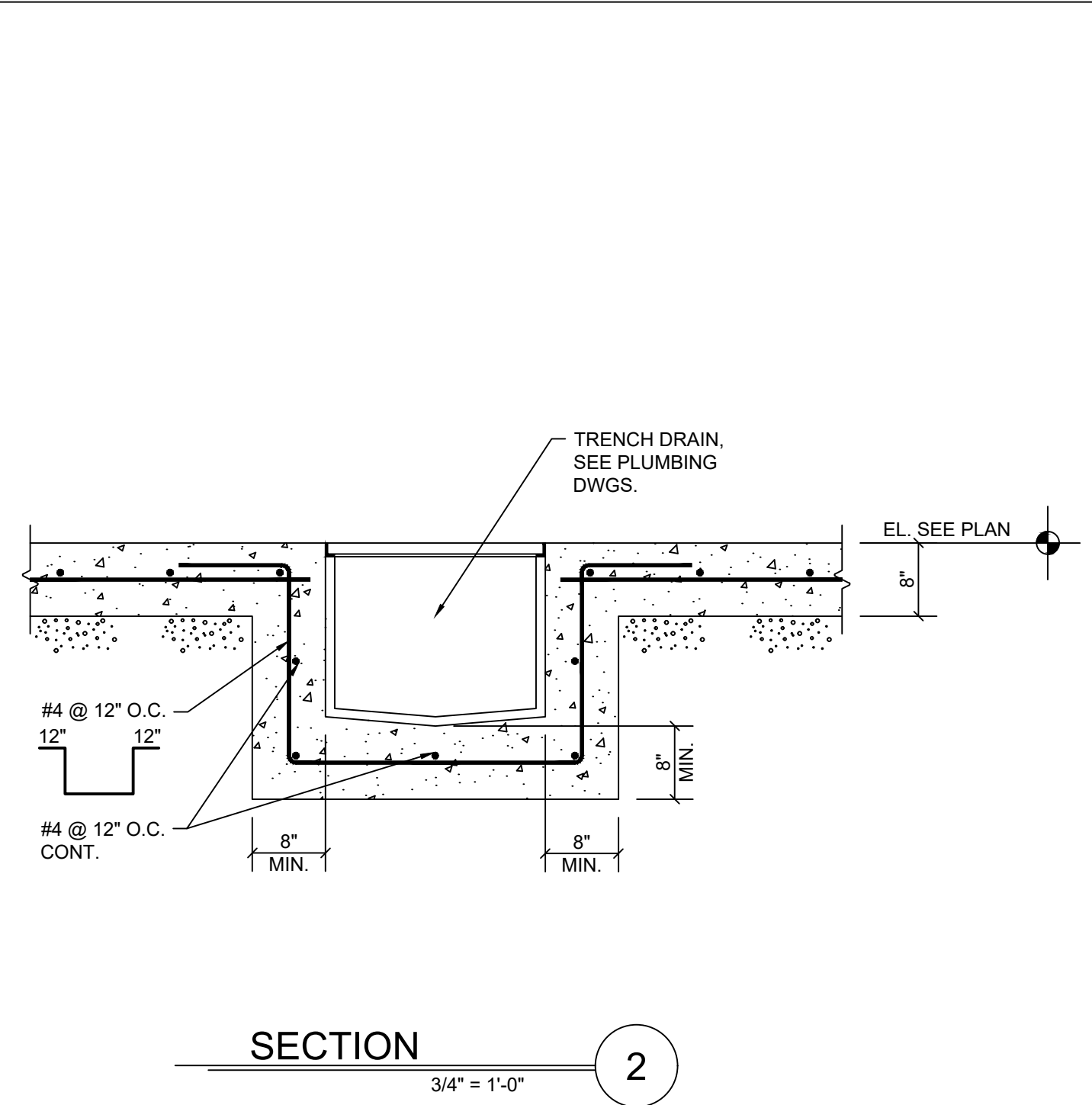
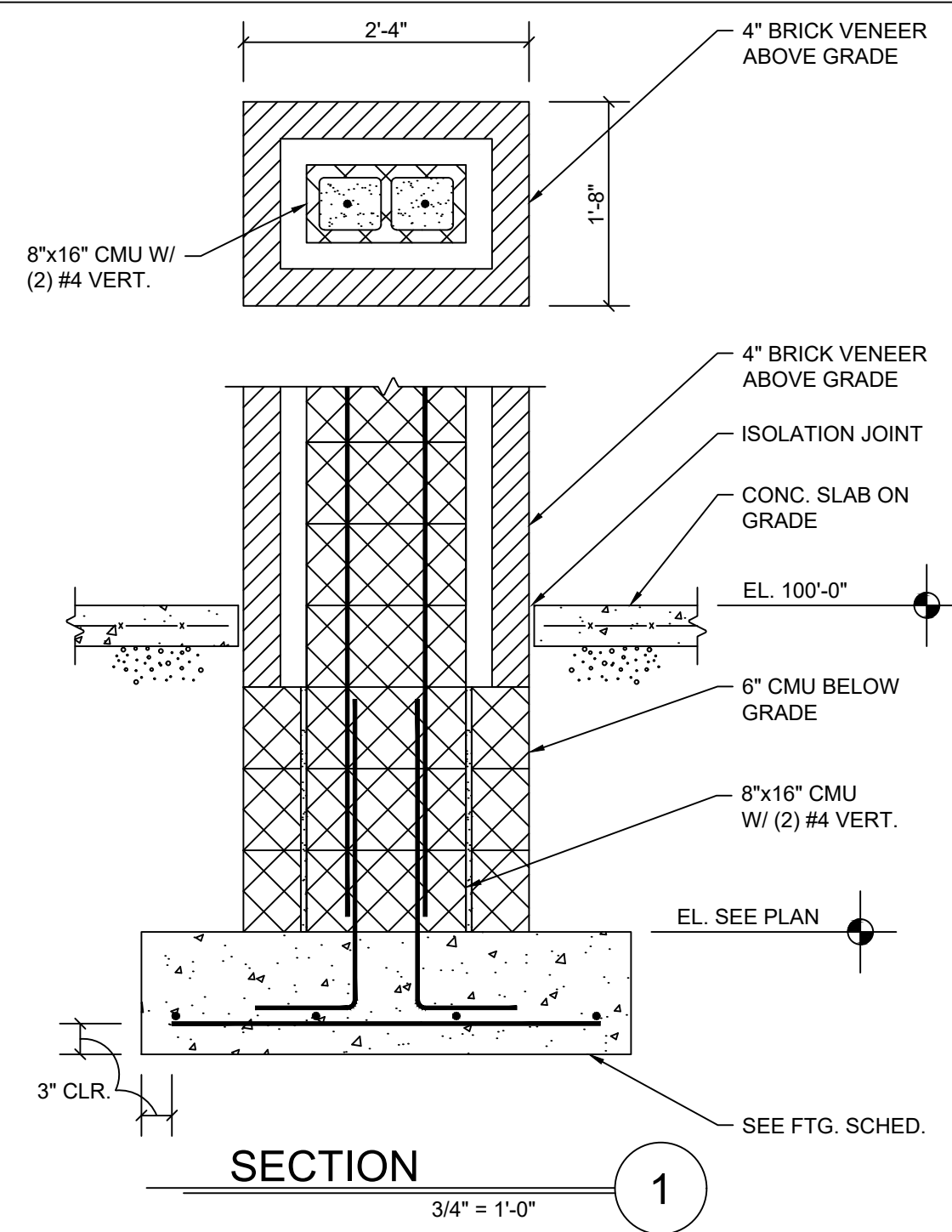


**4**  
**A9.3** 124 E WEIGHT ROOM  
 SCALE: 1/4" = 1'-0"



**5**  
**A9.3** 124 W WEIGHT ROOM  
 SCALE: 1/4" = 1'-0"

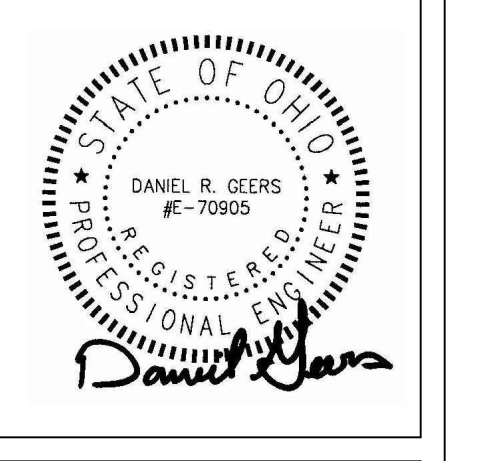




**FREYTAG & ASSOCIATES INC.**  
**ARCHITECTS ENGINEERS**  
 19371 492-4983  
 www.freytaginc.com  
 info@freytaginc.com  
 226 N. MIAMI AVE.  
 PO. BOX 220  
 SIDNEY, OHIO 45365

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
 CITY OF SIDNEY  
 2324 CAMPBELL ROAD  
 SIDNEY, OH 45365

**Jezerinac Geers**  
 Structural Engineering  
 Jezerinac Geers & Associates, Inc.  
 5640 Franz Road, Dublin, OH 43017  
 614.766.0066, fax 614.766.1223  
 www.jgeng.com



These designs and all items depicted herein, whether in writing or graphically, are instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS  
 PLAN APPROVAL / BIDDING  
 2 ADDENDUM 2 1/10/2025

COMM. NUMBER DATE  
 2207 11/13/2024  
 DRAWN BY CHECKED BY  
 CAD REG

FOUNDATION DETAILS

**S2.4**

C:\Users\agonis\Jezerinac Geers and Associates\UGA SharePoint Site - Documents\2023 Files\23.02.009 - Sidney Fire Station 2\Sidney Fire Station 2 - Structural.dwg, 1/8/2025 11:51:26 AM



LIGHTING CONTROL RELAY PANEL LOAD AND CONTROL REQUIREMENTS SCHEDULE															
PANEL DESIGNATION: RP1 (24 POSITION PANEL)															
RELAY NO.	ROOM/ AREA	DESCRIPTION	FIXTURE TYPE	NO. OF DEVICES	LOAD (KVA)	CIRCUIT NO. (VOLTAGE)	CONTROL OUTPUT		CONTROL INPUT					SEE NOTE	
							RELAY	DIM 0-10V	DISCRETE	SWITCH	OCC SENSOR	PHOTO SENSOR	PHOTO CELL		TIME CLOCK
1	EXTERIOR	POLE LIGHTING	PL1			120V	•								
2	EXTERIOR	BLDG LIGHTING	K1			120V	•								
3	SPARE					120V	•								
4	SPARE					120V	•								
5	APP BAY	ZONE 'a'	C2			120V	•		•	•					1
6	APP BAY	ZONE 'b'	C2			120V	•		•	•					1
7	APP BAY	ZONE 'c'	C2			120V	•		•	•					1
8	APP BAY	ZONE 'd'	C2			120V	•		•	•					1
9	APP BAY	ZONE 'e'	C2			120V	•		•	•					1
10	SPARE					120V	•								
11	SPARE					120V	•								
12	SPARE					120V	•								

NOTES:  
1. OVERRIDE BUTTON LOCATED IN APP BAY CONTROL PANELS TO BYPASS OCCUPANCY SENSOR CONTROL. (ALL ON)

LIGHTING FIXTURE SCHEDULE																					
FIXTURE SYMBOL	LUMINAIRE				FIXTURE VOLTAGE	MANUFACTURER & CATALOG NO.	OTHER ACCEPTABLE MANUFACTURES	DIFFUSING MEDIA	TRIM COLOR				MOUNTED			SIZE	SEE NOTES				
	LED	TYPE	LOW VOLTAGE	WATTS/ FIXTURE					LUMENS/ COLOR TEMP	WHITE	BLACK	ALUMINUM	BRONZE	STANDARD	SEE NOTES			S - SURFACE, R - RECESSED, SM - STEM MTD, WM - WALL MTD, C - CHAIN MTD, UC - UNDER CAB, CS - CLG. SURF.	WIDTH	LENGTH	DEPTH
B1	•			30	3600 LUMENS/ 4000K	120	LITHONIA# CPX 2X2 AL07 SWW M4	COLUMBIA, DAYBRITE	MATTE WHITE LENS	•				R(GRID)	24	24	2				
C1	•			40	5000 LUMENS/ 4000K	120	LITHONIA# CLX L48 5000LUM SEF FDL MVOLT G210 40K	COLUMBIA, DAYBRITE	FLAT DIFFUSE LENS	•				WM/S/SM	3	48	3				
C2	•			80	10000 LUMENS/ 4000K	120	LITHONIA# CLX L96 10000LM SEF FDL MVOLT G210 40K	COLUMBIA, DAYBRITE	FLAT DIFFUSE LENS	•					3	96	3				
D2	•			10	1300 LUMENS/ 3000K	120	LITHONIA# FMV/SL-24IN-MVOLT-30K-90CRI-BN-M4	COLUMBIA, KUZCO	SQUARE WHITE LENS	•				WM (7'-0" A.F.F.)	6	24	4				
D3	•			60	8000 LUMENS/ 4000K	120	FINELITE#HP-2-WM-ID-9-SC-840-F-F-9614-120-8 C-FC1%-MB-FE-SW	MARK, LEDALITE	SATIN WHITE LENS UP/DN	•				WM (PER PLANS)	3	96	3				
F1	•			14	1100 LUMENS	120	LITHONIA# WF6-LED-304050K-90CRI-MW	GREEN CREATIVE, PHILIPS	FLAT WHITE LENS	•				R		1.5	6	1			
F2	•			11	870 LUMENS/ 4000K	120	LITHONIA#6J8K-RD-40K-90-CRI-MW-M6	PRESCOLITE, NORA	REGRESSED WHITE BAFFLE	•				R			4	6			
F3	•			23	2000 LUMENS / 4000K	120	LITHONIA# LDN6CYL40/20 L06ARLS-120	PRESCOLITE, PHILIPS	SEMI SPECULAR REFLECTOR	•				SM - 24" SOEM			36	6			
K1	•			26	2600 LUMENS/ 4000K	120	LITHONIA#DSXW1-10C-700-40K-TFTM-MVOLT-D-BLXD	COLUMBIA, GARDCO	FORWARD THROW	•				WM	12	6	10	7			
FL1	•			20	2000 LUMENS / 4000K	120	LITHONIA# DSXF1-LED-P1-40K-NSP-MVOLT-THK-DBXD	HUBBELL, GARDCO	NARROW SPOT FLOODLIGHT	•				S (GRADE)							
P1	•			24	1900 LUMENS / 3000K	120	MILLENNIUM #RWCHC17 - RLED24W - NC	BARN LIGHT	RLM SHADE				10	PENDANT		6	17	8			
PL1	•			125	8700 LUMENS / 4000K	120	LITHONIA# DSX1-LED-P3-40K-T3M-MVOLT-SPA-DBXD/SSS-20-4G-DM19AS-DBXD	BEACON, GARDCO	FULL CUTOFF (TYPE III)	•				20' (5") SQUARE STEEL POLE				4, 6			
UC1	•			10	500 LUMENS / 4000K	120	LITHONIA# UPLD-18IN-30K-90CRI-SWR-WH	CONTECH, TRACELITE	MATTE WHITE LENS	•			2	UC (OR SHELF)		18		2			
X1	•			5W		120	LITHONIA # LHQM-LED-R-HO-M6	COMPASS, CHLORIDE	LED EMERGENCY/EXIT RED LETTERS ON WHITE WIEM HEADS	•				WM OR CLG SURFACE ABOVE DOOR							
REM	•					120	LITHONIA # ERE-GY-T-RD-WP	COMPASS, CHLORIDE	LED REMOTE LAMP HEADS - 2 HEAD - ROUND	•				WM OR CLG SURFACE TO CANOPY				4			
EM	•			5	TWO 1W LAMPS	120	LITHONIA #EU2C	COMPASS, CHLORIDE	EMERGENCY LIGHT					WM 7'-6"	4	14	4				

- NOTES:
- SWITCHABLE COLOR TEMPERATURE.
  - INTEGRAL ROCKER SWITCH (HARD WIRED CONNECTION).
  - COORDINATE FIXTURE SUSPENSION HEIGHT WITH ARCHITECT.
  - REFER TO POLE BASE DETAIL.
  - PROVIDE SURFACE MOUNTED WEATHER PROOF BACK BOX FOR SURFACE MOUNTING TO UNDERSIDE OF CANOPY.
  - FIXTURES SHALL HAVE 7-PIN CONTROL RECEPTACLE WITH SHORTING CAP. REFER TO SITE PLAN FOR POLE FIXTURES WITH CONVENIENCE RECEPTACLE AT BASE.
  - FIXTURE CENTERED ON WALL BETWEEN APPARATUS BAY DOORS. REFER TO ARCHITECTURAL ELEVATIONS FOR MOUNTING HEIGHT.
  - COORDINATE SUSPENSION HEIGHT WITH ARCHITECT.
  - ADJUSTABLE LUMEN OUTPUT 1000-2000 LUMEN
  - SATIN BLACK SHADE WITH BLACK CORD SUSPENSION.

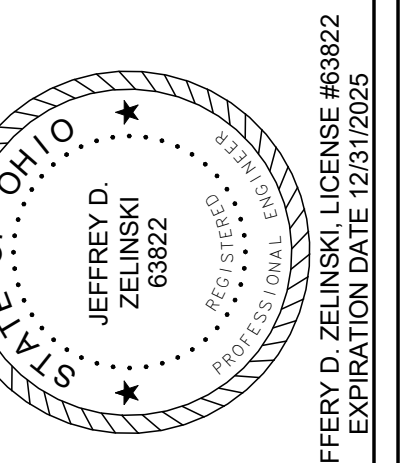
**FREYTAG & ASSOCIATES INC.**  
ARCHITECTS ENGINEERS

226 N. MIAMI AVE.  
P.O. BOX 220  
SIDNEY, OHIO 45365

(937) 492-6983  
www.freytaginc.com  
info@freytaginc.com

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
CITY OF SIDNEY

2324 CAMPBELL ROAD  
SIDNEY, OHIO 45365



These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS	
1	PLAN APPROVAL / BIDDING
2	ADDENDUM 2

COMM. NUMBER	DATE
2207.02	11/13/24
DRAWN BY	CHECKED BY
DAC	TCR

SCHEDULES

**E0.2**



**Branch Panel: A**

LOCATION: SUPPLY FROM: MDP VOLTAGE: 120/208 Wye-3-4

MOUNTING: Surface ENCLOSURE: Type 1 MCB RATING: 1 A

A.I.C RATING MAINS TYPE: M.L.O MAINS RATING: 225 A

CKT	Description	Trip	Poles	Note	A	B	C	Note	Poles	Trip	Description	CKT	
1	Lighting	20 A	1		1485 VA	90 VA			1	20 A	Lighting	2	
3	Lighting	20 A	1			1000 VA	1000 VA		1	20 A	Lighting	4	
5	Service Cord	20 A	1	1			500 VA	500 VA	1	1	20 A	Service Cord	6
7	Service Cord	20 A	1	1	500 VA	500 VA			1	1	20 A	Service Cord	8
9	Service Cord	20 A	1	1		1000 VA	1000 VA		1	1	20 A	Service Cord	10
11	Service Cord	20 A	1	1			500 VA	1600 VA	1	1	20 A	Service Cord	12
13	OH DOOR 2	20 A	1		1600 VA	1600 VA			1	20 A	OH DOOR 2	14	
15	OH DOOR 4	20 A	1			1600 VA	1600 VA		1	20 A	OH DOOR 4	16	
17	OH DOOR 6	20 A	1				1600 VA	1600 VA	1	20 A	OH DOOR 6	18	
19	App Bay 122	20 A	1		540 VA	900 VA			1	20 A	App Bay 122	20	
21	App Bay 122	20 A	1			720 VA	900 VA		1	20 A	App Bay 122	22	
23	App Bay 122	20 A	1				900 VA	400 VA	1	20 A	CLG FANS	24	
25	CLG FANS	20 A	1		400 VA	1000 VA			1	20 A	GEN. CHR.G.	26	
27	SOFFLIT REC.	20 A	1			180 VA	180 VA		1	20 A	Receptacles	28	
29	CO/NOX Sys.	20 A	1				1000 VA	360 VA	1	20 A	Weight Rm. 124	30	
31	Drying Cabinet	20 A	1		180 VA	540 VA			1	20 A	Weight Rm. 124	32	
33	Decon 123	20 A	1			360 VA	1000 VA		1	20 A	GEN. HTR.	34	
35	Spare	20 A	1				0 VA	3200 VA	1	20 A	RAD. HTR.	36	
37	Spare	20 A	1		0 VA	3200 VA			1	20 A	RAD. HTR.	38	
39	FC-2A/2B	15 A	2			300 VA	0 VA		1	20 A	Spare	40	
41	--	--	--	--			300 VA	0 VA	1	20 A	Spare	42	
43	DH-1	20 A	3		5000 VA	0 VA			3	30 A	TOG WASH	44	
45	--	--	--	--		5000 VA	0 VA		--	--	--	46	
47	--	--	--	--			5000 VA	0 VA	--	--	--	48	
49	ATU1-1	20 A	3		933 VA	367 VA			3	20 A	ATU1-2	50	
51	--	--	--	--		933 VA	367 VA		--	--	--	52	
53	--	--	--	--			933 VA	367 VA	--	--	--	54	
<b>Total Load:</b>					18835 VA	17140 VA		18760 VA					

**NOTES:**

Load Classification	Connected Load	Demand Factor	Estimated...	Panel Totals
Lighting	1575 VA	125.00%	1969 VA	
Motor	38900 VA	80.00%	31120 VA	<b>Total Conn. Load:</b> 54735 VA
Power	4000 VA	70.00%	2800 VA	<b>Total Est. Demand:</b> 43071 VA
Receptacles	10260 VA	70.00%	7182 VA	<b>Total Conn. Current:</b> 152 A
				<b>Total Est. Demand...</b> 120 A

**Branch Panel: C**

LOCATION: SUPPLY FROM: MDP VOLTAGE: 120/208 Wye-3-4

MOUNTING: Flush ENCLOSURE: Type 1 MCB RATING: 1 A

A.I.C RATING MAINS TYPE: M.L.O MAINS RATING: 225 A

CKT	Description	Trip	Poles	Note	A	B	C	Note	Poles	Trip	Description	CKT	
1	Lighting	20 A	1		699 VA	317 VA			1	20 A	Lighting	2	
3	Lighting	20 A	1			688 VA	1260 VA		1	20 A	Toilet 107.9	4	
5	Kitchen 114	20 A	1	1			1780 VA	1080 VA	1	1	20 A	Kitchen 114	6
7	Kitchen 114	20 A	1		180 VA	360 VA			1	20 A	Kitchen 114	8	
9	Kitchen 114	20 A	1			540 VA	360 VA		1	20 A	Kitchen 114	10	
11	Kitchen 114	20 A	1				540 VA	360 VA	1	20 A	Kitchen 114	12	
13	Kitchen 114	20 A	1		180 VA	180 VA			1	20 A	Kitchen 114	14	
15	Kitchen 114	20 A	1			720 VA	360 VA		2	1	20 A	Dayroom 114	16
17	Jan. 104	20 A	1	2			540 VA	1080 VA	2	1	20 A	DORMS	18
19	DORMS	20 A	1	2	1260 VA	1080 VA			2	1	20 A	DORMS	20
21	EUH-1	20 A	1			1500 VA	180 VA		1	1	20 A	REFRIG.	22
23	REFRIG.	20 A	1	1			180 VA	180 VA	1	1	20 A	REFRIG.	24
25	RANGE	50 A	2	1	4160 VA	1267 VA			3	30 A	ATU1-3	26	
27	--	--	--	--		4160 VA	1267 VA		--	--	--	28	
29	Gas Valve	20 A	1				1600 VA	1267 VA		--	--	30	
31	Decon Damp.	20 A	1		2000 VA	0 VA			1	20 A	Spare	32	
33	Spare	20 A	1			0 VA	0 VA		1	20 A	Spare	34	
35	Spare	20 A	1			0 VA	0 VA		1	20 A	Spare	36	
37	Spare	20 A	1		0 VA	0 VA			1	20 A	Spare	38	
39	Spare	20 A	1			0 VA	0 VA		1	20 A	Spare	40	
41	Spare	20 A	1				0 VA	0 VA	1	20 A	Spare	42	
<b>Total Load:</b>					11072 VA	11034 VA		8607 VA					

**NOTES:**

Load Classification	Connected Load	Demand Factor	Estimated...	Panel Totals
Lighting	1436 VA	125.00%	1796 VA	
Other	4700 VA	70.00%	3290 VA	<b>Total Conn. Load:</b> 30687 VA
Power	6340 VA	70.00%	4438 VA	<b>Total Est. Demand:</b> 22082 VA
Receptacles	18580 VA	70.00%	13006 VA	<b>Total Conn. Current:</b> 85 A
				<b>Total Est. Demand...</b> 61 A

**Branch Panel: B**

LOCATION: SUPPLY FROM: MDP VOLTAGE: 120/208 Wye-3-4

MOUNTING: Surface ENCLOSURE: Type 1 MCB RATING: 1 A

A.I.C RATING MAINS TYPE: M.L.O MAINS RATING: 225 A

CKT	Description	Trip	Poles	Note	A	B	C	Note	Poles	Trip	Description	CKT	
1	Lighting	20 A	1		242 VA	569 VA			1	20 A	Lighting	2	
3	Site Lighting	20 A	1			781 VA	720 VA		1	20 A	IT 105	4	
5	IT 105	20 A	1				720 VA	720 VA	1	20 A	Report Rm. 117	6	
7	Report Rm. 117	20 A	1		360 VA	180 VA			1	20 A	Service Cord	8	
9	Report Rm. 117	20 A	1			360 VA	180 VA		1	20 A	Washer	10	
11	App Bay 122	20 A	1				180 VA	360 VA	1	20 A	Decon 119	12	
13	WH-1	20 A	1		180 VA	540 VA			1	20 A	TOG 118	14	
15	Ice Maker	20 A	1	1		180 VA	1260 VA		1	20 A	Exterior Rec.	16	
17	EF-2	20 A	1				1600 VA	10000...	3	20 A	EF-1	18	
19	EF-4	20 A	1		1600 VA	10000...			--	--	--	20	
21	EF-5	20 A	1			1600 VA	10000 VA		--	--	--	22	
23	EF-7	20 A	1				1600 VA	500 VA	2	15 A	FC-1	24	
25	FC-3	15 A	2		500 VA	500 VA			--	--	--	26	
27	--	--	--	--		500 VA	500 VA		2	15 A	FC-4	28	
29	FC-5	15 A	2				500 VA	500 VA	--	--	--	30	
31	--	--	--	--	500 VA	1500 VA			2	20 A	FC-6	32	
33	ATU1-5	20 A	3			333 VA	1500 VA		--	--	--	34	
35	--	--	--	--			333 VA	500 VA	2	60 A	AIR COMP.	36	
37	--	--	--	--	333 VA	500 VA			--	--	--	38	
39	Other	20 A	3			833 VA	2496 VA		1	2	30 A	Dryer	40
41	--	--	--	--			833 VA	2496 VA	--	--	--	42	
43	--	--	--	--	833 VA	500 VA			2	15 A	BS-1	44	
45	EUH-2	20 A	3			500 VA	500 VA		--	--	--	46	
47	--	--	--	--			500 VA		--	--	--	48	
49	--	--	--	--	500 VA	1500 VA			1	20 A	EUH-1	50	
51	EUH-3	20 A	3			833 VA	500 VA		3	20 A	EUH-2	52	
53	--	--	--	--			833 VA	500 VA	--	--	--	54	
55	--	--	--	--	833 VA	500 VA			--	--	--	56	
57	--	--	--	--		4992 VA			1	30 A	JT-105	58	
59	Motor	20 A	1		1333 VA		1600 VA	1333 VA	3	30 A	HOSE HOIST	60	
61	--	--	--	--					--	--	--	62	
63	Spare	20 A	1		0 VA	1333 VA	0 VA	0 VA	1	20 A	Spare	64	
65	Spare	20 A	1			0 VA	0 VA	0 VA	1	20 A	Spare	66	
67	Spare	20 A	1		0 VA	0 VA			1	20 A	Spare	68	
69	Spare	20 A	1			0 VA	0 VA		1	20 A	Spare	70	
71	Spare	20 A	1				0 VA	0 VA	1	20 A	Spare	72	
<b>Total Load:</b>					23502 VA	29901 VA		25609 VA					

**NOTES:**

Load Classification	Connected Load	Demand Factor	Estimated...	Panel Totals
Lighting	1590 VA	125.00%	1988 VA	
Motor	45000 VA	80.00%	36000 VA	<b>Total Conn. Load:</b> 79013 VA
Other	9500 VA	70.00%	6650 VA	<b>Total Est. Demand:</b> 60683 VA
Power	7000 VA	70.00%	4900 VA	<b>Total Conn. Current:</b> 219 A
Receptacles	15924 VA	70.00%	11147 VA	<b>Total Est. Demand...</b> 168 A

**Switchboard: MDP**

Location: SUPPLY FROM: MDP VOLTAGE: 120/208 Wye

Phases: 3 Wires: 4

A.I.C Rating: Mains Type: M.L.O Mains Rating: 600 A MCB Rating: 1 A

Notes:

CKT	Circuit Description	# of Poles	Frame Size	Trip Rating	Load	Wire Size	Feed	Cond. Size
1	PANEL 'A'	3	200 A	200 A	54735 VA	3-#4/0, 1-#4/0, 1-#6		2"
2	PANEL 'B'	3	200 A	200 A	79013 VA	3-#4/0, 1-#4/0, 1-#6		2"
3	PANEL 'C'	3	200 A	200 A	30687 VA	3-#4/0, 1-#4/0, 1-#6		2"
4	DOAS-1	3	100 A	100 A	15600 VA	3-#2, 1-#2, 1-#8		1.25
5	CD-1A	3	100 A	100 A	10800 VA	3-#2, 1-#2, 1-#8		1.25"
6	CD-1B	3	100 A	100 A	10800 VA	3-#2, 1-#2, 1-#8		1.25
7	SCBA	3	60 A	60 A	6000 VA	3-#6, 1-#6, 1-#10		
8	Spare	3	100 A	100 A	0 VA	--		
9								
10								
11								
12								
<b>Total Conn. Load:</b>					207622 VA			
<b>Total Amps:</b>					576 A			

**Legend:**

Load Classification	Connected Load	Demand Factor	Estimated...	Panel Totals
Lighting	4349 VA	125.00%	5436 VA	
Motor	83900 VA	80.00%	67120 VA	<b>Total Conn. Load:</b> 207622 VA
Other	14200 VA	70.00%	9940 VA	<b>Total Est. Demand:</b> 156048 VA
Power	60540 VA	70.00%	42378 VA	<b>Total Conn. Current:</b> 576 A
Receptacles	44764 VA	70.00%	31335 VA	<b>Total Est. Demand...</b> 433 A

Notes:

**CONSTRUCTION NOTES**

- PROVIDE GFCI BREAKER OR CIRCUIT PROTECTOR.
- PROVIDE AFCI BREAKER.

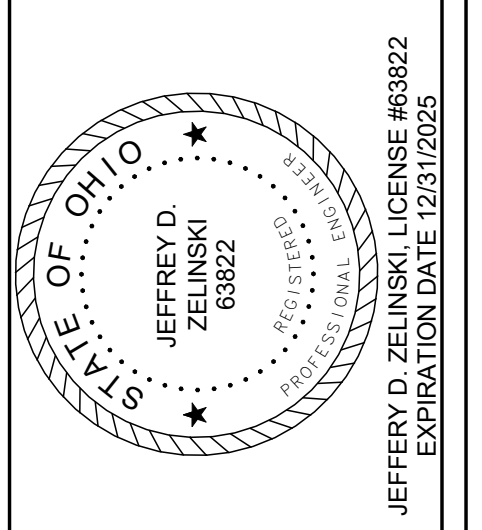
**FREYTAG & ASSOCIATES INC.**  
ARCHITECTS ENGINEERS

19371 492-6983  
www.freytaginc.com  
info@freytaginc.com

226 N. MIAMI AVE.  
P.O. BOX 220  
SIDNEY, OHIO 45365

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
CITY OF SIDNEY

2324 CAMPBELL ROAD  
SIDNEY, OHIO 45365



These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

**REVISIONS**

1	PLAN APPROVAL / BIDDING	01/10/25
2	ADDENDUM 2	

**COMM. NUMBER DATE**

2207.02	11/13/24
---------	----------

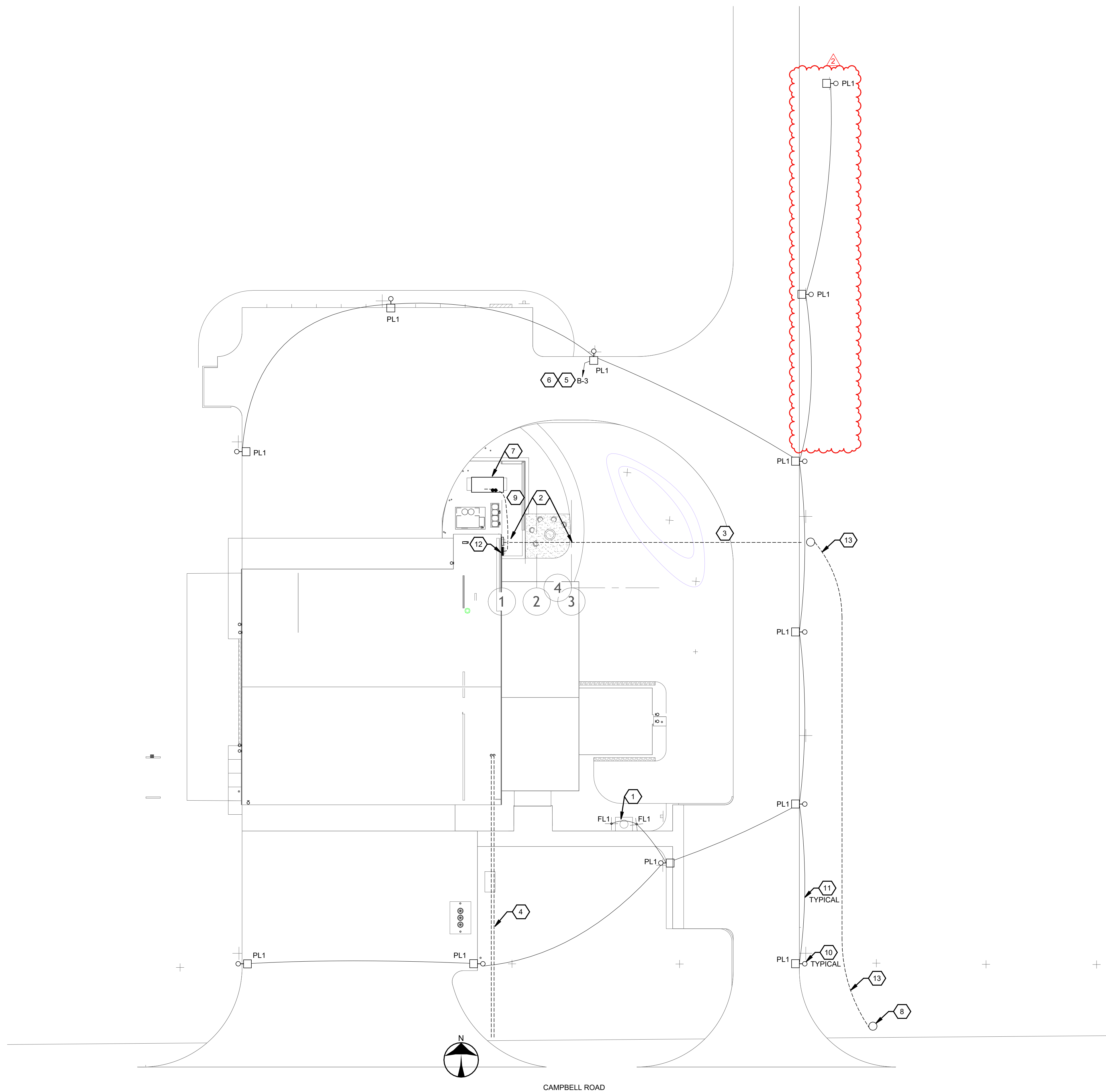
**DRAWN BY CHECKED BY**

DAC	TCR
-----	-----

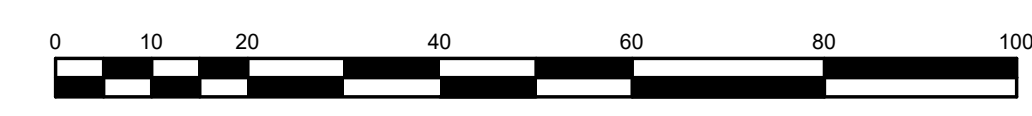
**PANEL SCHEDULES**

**E0.7**





**SITE PLAN**  
SCALE: 1" = 20'-0"



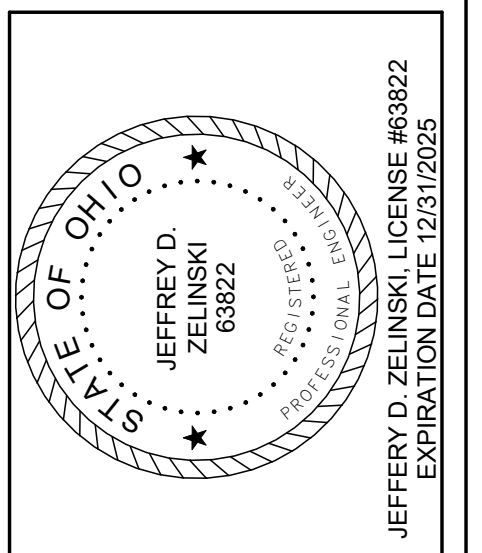
SCALE: 1" = 20'-0"

**NAUMAN & ZELINSKI LLC.**  
204 S. Ludlow Street Suite 400 Dayton, Ohio 45402  
Phone: (937) 233-3651 - Fax: (937) 233-3869  
PROJECT # 23015

- # CONSTRUCTION NOTES
- COORDINATE FLAG POLE LIGHTS WITH INSTALLER.
  - UNDER GROUND SERVICE ENTRANCE CONDUCTORS TO CT CABINET ON EXTERIOR WALL (WITH METERING) PER AES REQUIREMENTS.
  - PROVIDE CONCRETE ENCASEMENT ON UNDERGROUND PRIMARY AND SECONDARY SERVICE CONDUITS WHERE CROSSING DRIVEWAYS, ROADS, PARKING.
  - PROVIDE TWO (4") UNDERGROUND CONDUITS FROM UTILITY POLE TO RISE UP TO IT ROOM.
  - UTILIZE #10 AWG CONDUCTORS.
  - CIRCUIT EXTERIOR LIGHTS THRU EXTERIOR LIGHTING RELAY PANEL LOCATED IN ELECTRICAL ROOM.
  - STANDBY GENERATOR
  - NEW UTILITY POLE MOUNT TRANSFORMERS.
  - CONDUITS FROM STANDBY GENERATOR FOR OUTPUT FEEDER, BLOCK HEATER, BATTERY CHARGER, REMOTE ANNUNCIATOR, START SIGNAL WIRING, ETC.
  - REFER TO POLE BASE DETAIL, SHEET E0.5
  - REFER TO SAND ENCASED UNDERGROUND DUCT DETAIL, SHEET E0.5.
  - PORTABLE GENERATOR CONNECTION BOX.
  - PROVIDE LONG RADIUS BENDS ON SECONDARY SERVICE CONDUITS.

**FREYTAG & ASSOCIATES INC.**  
**ARCHITECTS ENGINEERS**  
226 N. MIAMI AVE.  
P.O. BOX 220  
SIDNEY, OHIO 45365  
(937) 492-6983  
www.freytaginc.com  
info@freytaginc.com

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
CITY OF SIDNEY  
2324 CAMPBELL ROAD  
SIDNEY, OHIO 45365



These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

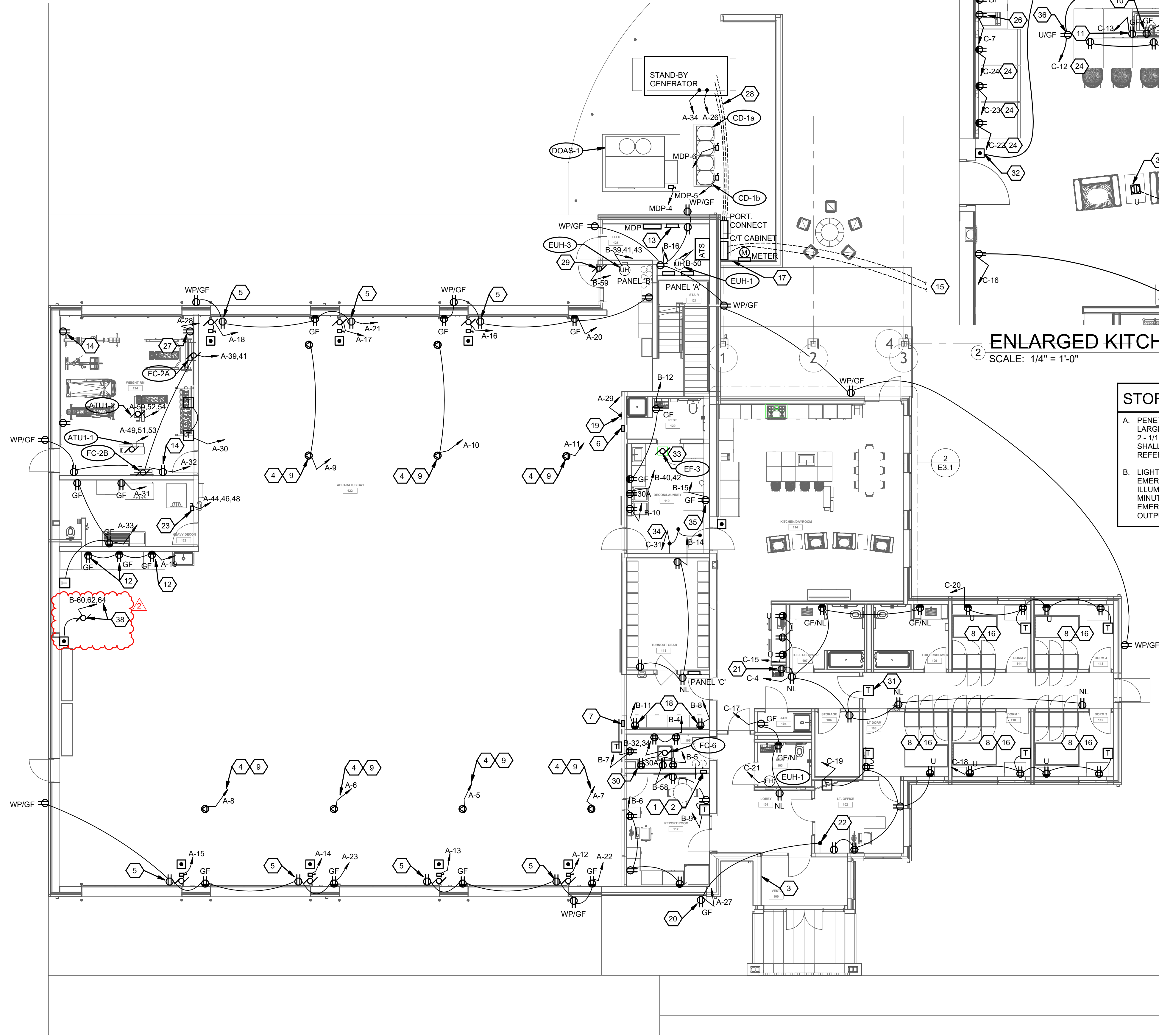
REVISIONS	
1	PLAN APPROVAL / BIDDING 01/10/25
2	ADDENDUM 2

COMM. NUMBER	DATE
2207.02	11/13/24

DRAWN BY	CHECKED BY
DAC	TCR

SITE PLAN  
**E1.1**





**FIRST FLOOR POWER PLAN**  
SCALE: 1/8" = 1'-0"

**ENLARGED KITCHEN PLAN**  
SCALE: 1/4" = 1'-0"

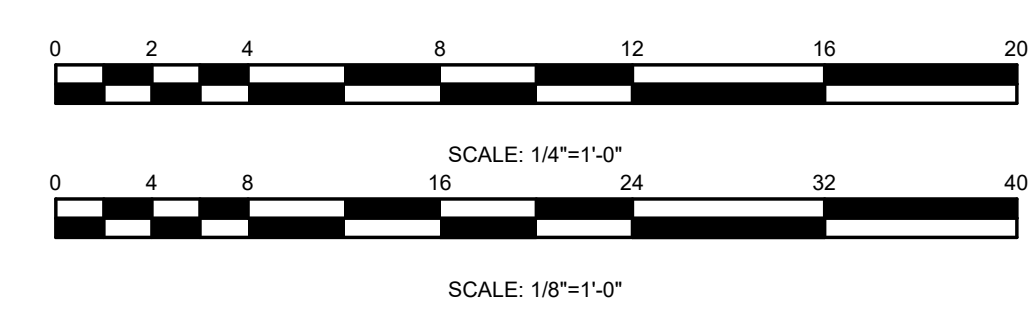
**STORM SHELTER**

A. PENETRATIONS THROUGH THE STORM SHELTER ENVELOPE LARGER THAN 3-1/2 IN<sup>2</sup> AREA FOR RECTANGULAR OPENING OR 2 - 1/16" IN DIAMETER SHALL BE CONSIDERED OPENING AND SHALL BE PROVIDED WITH AN OPENING PROTECTIVE DEVICE. REFERENCE STRUCTURAL DRAWINGS.

B. LIGHTING FIXTURES IN STORM SHELTER SHALL HAVE INTEGRAL EMERGENCY BATTERY BALLAST(S) IN FIXTURE(S) CAPABLE TO ILLUMINATE FIXTURE AT 1000 LUMENS FOR A MINIMUM OF 180 MINUTES (2 HOURS) OR THE E.C. SHALL PROVIDE SEPARATE EMERGENCY BATTERY LIGHTING UNIT WITH SIMILAR LUMEN OUTPUT AND BATTERY BACKUP.

**# CONSTRUCTION NOTES**

- GENERATOR ANNUNCIATOR.
- FIRE ALARM REMOTE ANNUNCIATOR.
- FLUSH MOUNTED KNOX BOX.
- FLUSH MOUNTED TWISTLOCK RECEPTACLE AT CEILING STRUCTURE FOR SERVICE CORD DROP TO VEHICLE BAY.
- RECEPTACLE MOUNTED AT TOP OF DOOR OPENING TO POWER DOOR POSITION LIGHTS. LIGHTS BY DOOR SYSTEM VENDOR.
- NORTH APPARATUS BAY CONTROL PANEL REFER TO DETAIL 2 SHEET E0.4.
- SOUTH APPARATUS BAY CONTROL PANEL. REFER TO DETAIL 3 SHEET E0.4.
- PROVIDE AFCI CIRCUIT BREAKER FOR DORM ROOM CIRCUIT.
- E.C. TO PROVIDE A DROP CORD ASSEMBLY CONSISTING OF 25' LONG 1/2" SPOOF CORD WITH A NEMA L5-20P 120V-20A PLUG ON ONE END AND A NEMA 5-20R CONNECTOR ON THE OTHER END. PROVIDE A CABLE GRIP EQUAL TO ADALET # 'SKY-TIE' BUS DROP CABLE CLAMP ('SHS' SERIES) AND MOUNT TO CEILING WITH EYE BOLT ATTACHED TO STRUCTURE. MOUNT CONNECTOR AT HEIGHT ABOVE FLOOR PER OWNERS DIRECTION AND COIL AND TIE EXTRA CABLE AT CABLE SUPPORT EYE BOLT NEAR CEILING.
- GFCI RECEPTACLE IN SINK BASE CABINET FOR GARBAGE DISPOSER. COORDINATE LOCATION WITH P.C. AND PROVIDE MATCHING CORD/PLUG FOR DISPOSER. WIRE RECEPTACLE TO WALL SWITCH ABOVE COUNTER.
- GFCI RECEPTACLE IN SINK BASE CABINET FOR DISHWASHER. COORDINATE LOCATION WITH P.C. AND PROVIDE MATCHING CORD/PLUG FOR UNIT.
- PROVIDE PLUGMOLD ABOVE WORK COUNTER, 6' LONG WITH NEMA 5-20R RECEPTACLES SPACED 12" ON-CENTER.
- MAIN GROUND BAR.
- RECEPTACLE AT 96" M.H. FOR CONNECTION OF WALL MOUNTED OSCILLATING FAN. PROVIDE FAN EQUAL TO GLOBAL INDUSTRIAL #607050. 24" DIA, 7500 CFM, 120V CORD AND PLUG CONNECTED WITH 3 SPEED/OFF FULLCHARGE CONTROL.
- UNDERGROUND SERVICE FEEDERS FROM UTILITY TRANSFORMER.
- COORDINATE MOUNTING HEIGHTS/LOCATIONS OF RECEPTACLES IN DORM ROOMS WITH FURNITURE.
- UTILITY CT CABINET AND METER PER AES.
- PLUGMOLD FOR BATTERY CHARGING STATIONS (STACKED) COORDINATE MOUNTING HEIGHT WITH SHELVES. 36" LONG, RECEPTACLES 6" O.C. UTILIZE SAME CIRCUIT FOR BOTH.
- PROVIDE 120V POWER TO COINOX SYSTEM DETECTION SYSTEM (FURNISHED BY H.C.). COORDINATE LOCATION WITH H.C.
- RECEPTACLE MOUNTED FLUSH IN SOFFIT, FOR HOLIDAY LIGHTING.
- GFCI RECEPTACLE FOR WATER COOLER. COORDINATE LOCATION WITH P.C.
- PROVIDE WALL SWITCH FOR CONTROL OF SOFFIT RECEPTACLE.
- COORDINATE POWER CONNECTION AND FUSING REQUIREMENTS FOR TOG WASHER WITH EQUIPMENT SUPPLIER.
- PROVIDE GFCI CIRCUIT BREAKER FOR CIRCUIT.
- PROVIDE 120V POWER TO EXHAUST HOOD FOR CONNECTION TO EXHAUST FAN EF-3, RANGE CONTROL CIRCUIT AND HOOD LIGHT(S). HOOD INCLUDES FIRE SUPPRESSION SYSTEM FOR RANGE CONTROL POWER CIRCUIT AND GAS SUPPLY SOLENOID VALVE CONTROL. COORDINATE ROUGH-IN REQUIREMENTS AND WIRING WITH EQUIPMENT SUPPLIER.
- COORDINATE RECEPTACLE MOUNTING HEIGHT, LOCATION, WITH MICROWAVE SHELF. REFER TO ARCHITECTURAL ELEVATIONS.
- DEDICATED 20A-120V CIRCUIT FOR TREADMILL.
- UNDERGROUND STAND-BY FEEDERS, START/ANNUNCIATOR WIRING, BLOCK HEATER, BATTERY CHARGER, HOUSING CIRCUITS FROM GENERATOR TO POTRABLE CONNECTION BOX TO ATS.
- PROVIDE 120V POWER AND SERVICE DISCONNECT TO BOOSTER FAN FOR DRYER EXHAUST. COORDINATE WITH H.C.
- COORDINATE RECEPTACLE CONFIGURATION WITH OWNER FOR DATA RACK.
- LOCATE TV WALL BOX ABOVE DOOR FRAME.
- PROVIDE MAINTAINED CONTACT MUSHROOM HEAD EMERGENCY STOP BUTTON TO DE-ENERGIZE POWER TO GAS SOLENOID VALVE FOR KITCHEN RANGE. COORDINATE WIRING REQUIREMENTS WITH P.C.
- CONNECT EXHAUST FAN SERVING STORM SHELTER TO UPS SERVING LIGHTING IN DECON / TOILET ROOMS.
- 120V POWER TO DAMPER ACTUATOR AT THIS LOCATION. PROVIDE 120V WALL SWITCH FOR MANUAL DAMPER CONTROL.
- RECEPTACLE FOR ICE MAKER. COORDINATE LOCATION WITH ARCHITECT.
- MOUNT RECEPTACLE IN FACE OF ISLAND CASEWORK.
- FLUSH FLOOR BOX WITH DUPLEX RECEPTACLE AND SCRUB SHIELD COVER, SATIN NICKEL TRIM. EQUAL TO HUBBELL SYSTEM ONE, 4" FLOOR BOX.
- PROVIDE HOSE HOIST, EQUAL TO ELECTROLIFT #34-L6, 2000 LB CAPACITY, 40' CABLE, SINGLE HOOK, 4 HP, 208V/3PH, 120V CONTROL WIRING BETWEEN HOIST AND REMOTE FLUSH MOUNTED CONTROL STATION BY E.C., COORDINATE WIRE SIZE WITH MANUFACTURERS RECOMMENDATIONS. COORDINATE WITH G.C. TO MOUNT HOIST TO ROOF STRUCTURE. CONTROL STATION SHALL HAVE TWO BUTTON CONTROL WITH KEYED LOCK OUT (POWER OFF, UP/DOWN).



**FREYTAG & ASSOCIATES INC.**  
ARCHITECTS ENGINEERS

226 N. MIAMI AVE.  
PO. BOX 220  
SIDNEY, OHIO 45365

(937) 492-6983  
www.freytaginc.com  
info@freytaginc.com

NEW CONSTRUCTION OF  
**FIRE STATION 2**  
CITY OF SIDNEY

2324 CAMPBELL ROAD  
SIDNEY, OHIO 45365

STATE OF OHIO  
JEFFERY D. ZELINSKI  
63822  
EXPIRATION DATE 12/31/2025

These designs and all items depicted herein, whether in writing or graphically, as instruments of professional service, may not be altered or changed, in any way, without the prior knowledge, and written consent of the Architect. Any change made without the Architect's written approval will void all such documents and instruments and the Architect will not be personally liable for any damage, harm or loss caused thereby.

REVISIONS	
1. PLAN APPROVAL / BIDDING	01/10/25
2. ADDENDUM 2	

COMM. NUMBER	DATE
2207.02	11/19/24

DRAWN BY	CHECKED BY
DAC	TCR

FIRST FLOOR POWER PLAN

**E3.1**