

East Aurora School District 131



STEAM CLASSROOM REMODELING AT

Johnson Elementary School
1934 Liberty Street
Aurora, IL 60502

January 9, 2024

DLA Project No. 2023.082





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INVITATION TO BIDDERS:

Notice is hereby given by the Board of Education of East Aurora School District 131 in Kane County, Illinois that sealed lump sum bids will be received for the following:

Project: STEAM Classroom Remodeling

Johnson Elementary School
1934 Liberty Street
Aurora, IL 60502

Owner: East Aurora School District 131
310 Seminary Avenue
Aurora, IL 60505

Architect: DLA Architects, Ltd.
Two Pierce Place, Suite 1300
Itasca, Illinois 60143
(847) 742-4063

PROJECT DESCRIPTION

The project involves work at Johnson Elementary School. The work in general includes, but is not limited to, remodeling of existing classrooms to create STEAM classrooms, replacement of flooring, casework, ceilings, and lighting including all associated demolition, electrical, and plumbing work. Work is to be awarded as a single contract.

The construction schedule is critical. Contractors shall commence work on the date of Notice to Proceed and shall complete all work in a diligent and professional manner by dates indicated in schedule.

Contractors shall cooperate with the Owner at all times and coordinate construction work to maintain the safety, health, and welfare of students, staff, workers and other contractors.

PROJECT SCHEDULE

The mandated construction schedule is as follows:

It is anticipated that the award of Contract will be at the East Aurora School District 131 Board Meeting of **February 20, 2024**. The Letter to Proceed and a Contract would immediately follow. Contractor shall commence construction and be Substantially Complete as described below. Time and Schedule is of the essence.

Commencement of Work on **June 10, 2024**

Substantially Complete on or before **August 12, 2024**

The Contractor, by signing this agreement, shall make every effort, including working overtime, weekends and/or evenings to complete work on the scheduled target dates and to not adversely inconvenience the District in noted areas of work.

PROPOSALS

Bids are invited from pre-qualified Contractors for the complete construction of this Project under one General Contract, including all trades as specified in the Project Manual.

Sealed bids submitted in **duplicate (original and copy)** in an opaque sealed envelope marked "East Aurora School District 131 / STEAM Classroom Remodeling" will be received until **3:00 pm** on **January 25, 2024** to:

Dr. Michael Engel/Steve Megazzini
East Aurora School District 131
310 Seminary Avenue
Aurora, IL 60505

Bids will be publicly opened and read at this time. Bidders are invited to be present at the Bid Opening. Allow enough time to register at the main entrance doors and to deliver the bid to the designated room. Late bid submittals will not be accepted.

BID DOCUMENTS

Copies of the Bid Documents including plans and specifications may be obtained by Bidders, beginning **Tuesday, January 9, 2024**, after **3:00 pm** from:

BHFX Digital Imaging – Arlington Heights
80 West Seegers Road
Arlington Heights, IL 60005
p 847.593.3161
f 847.593.3129
arlington@bhfx.net

The documents and plan holders can be viewed on the BHFX website: www.bhfx.net

Paper bid documents will be available for purchase at cost to pre-qualified Contractors only.

Addenda will be issued via email through BHFX.

PRE-BID MEETING

There shall be a **Pre-Bid Meeting** on **January 16, 2024**, at Johnson Elementary School at **9:00 am**.

SITE VISITS

Contractors may arrange for follow-up tours of the facility by contacting AJ Kawash, 331-219-4497. Site visits are not in lieu of the Pre-Bid conference. Prior arrangements must be made for all site visits.

INTERPRETATIONS

No oral interpretations will be made to any Bidder as to the meaning of the Specifications or the Drawings. Every request for an interpretation shall be made in writing to the Architect. Any inquiry received 3 (three) or more days prior to the date fixed for the opening of Bids will be given consideration. Every interpretation made will be in the form of an Addendum to the specifications, which will be on file in the office of the Architect at least three days before the Bids are opened. These Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

BID GUARANTEE

All bids offered must be accompanied by Bid Guarantee that shall be not less than 10 percent of the amount of the Base Bid, and at the option of the Bidder may be a Certified Check, Bank Draft, or a Bid Bond on A.I.A. Form A-310, secured by a Guarantee or Surety Company. No Bid will be considered unless it is so guaranteed. Certified Check must be made payable to the order of East Aurora School District 131. Cash deposits will not be accepted. Such Bid Guarantee shall be submitted with the understanding that it shall guarantee that:

1. The Bidder will not withdraw his Bid within 60 days after the date of the opening of Bids.
2. That the successful Bidder will enter into a formal Contract with the Owner and give such bonds as are required by the GENERAL CONDITIONS and SUPPLEMENTARY GENERAL CONDITIONS.
3. In the event the Bid is withdrawn within the 60 day period after the date of the Bid opening, the Bidder shall be liable to the Owner for the full amount of the Bid Guarantee, and the Owners shall have the right to retain the proceeds of said Bid Guarantee to apply on the account of damages and excess costs which they may incur because of such withdrawal.
4. In case the Bid Guarantee is in the form of a Certified Check or Bank Draft, the Owner may make such disposition of same as will accomplish

the purpose for which submitted. Certified checks or Bank Drafts of all but the three lowest Bidders will be returned as soon as practicable after the opening of the Bids.

QUALIFICATION FORMS:

Contractors submitting bids on the above project must submit to the Architect a completed AIA Document A305 General Contractors Qualification Form (furnished by Contractor) A MINIMUM 3 DAYS PRIOR TO DATE OF BID OPENING. Form must include names and telephone numbers of architects, owners, and contact persons for each project listed. See "Supplemental Contractor Qualification Statement" for more information. Contractor qualifications may be a determining factor in identifying the lowest responsible bidder.

AWARD OF CONTRACTS: REJECTION OF BIDS:

Contract will be awarded to the responsible Bidder submitting the lowest proposal complying with the conditions of the Bidding Documents, provided their Bid is reasonable and it is to the best interest of the Owner to accept it. The Bidder to whom the Contract is awarded will be notified at the earliest practicable date. **The Owner, however, reserves the right to reject any and all Bids and to waive any informality, irregularity, or qualifications in the Bids received whenever such rejection or waiver is in the best interest of the Owner.**

The Owner also reserves the right to reject the Bid of any Bidder who:

- Has previously failed to perform properly.
- Has failed to complete on time Contracts of similar nature.
- Is not in a position to perform the work required promptly.
- Has habitually, and without just cause, neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen and/or employees.

In determining the lowest responsible Bidder, the following elements, in addition to those heretofore mentioned, will be considered, whether the Bidder involved:

- Maintains a permanent place of business.
- Has adequate plant, equipment and men available to do the work properly and expeditiously.
- Has suitable financial resources to meet the obligations incidental to the work.
- Has the appropriate technical experience, qualified project management and project superintendent personnel.

The Owner reserves the right to consider as unqualified to perform the Contract Work any Bidder who does not habitually perform with his own forces at least two major trades. Examples include Electrical, Low Voltage, and General Laborers.

The ability of a Bidder to obtain a Performance and Payment Bond shall not be regarded as

the sole test of such Bidder's competency or responsibility.

The submission of a bid by a contractor will be construed as an indication that the vendor is informed as to the extent and character of the project required and will furnish parts and complete work satisfactorily in compliance with the specifications.

EXECUTION OF CONTRACT

Subsequent to the award and within ten days after the Agreement forms are presented for signature, successful Bidder shall sign the Agreement and deliver it to the Owner in such number of counterparts as the Owner may require. The Agreement will be on A.I.A. Doc. A101, 2017 Edition.

Having satisfied all conditions of the award as set forth elsewhere in these Documents, successful Bidders shall, within the ten days specified above, furnish a Performance and a Labor and Material Payment bond each in the amount of the Contract as awarded, as a security for the faithful performance of the Contract, and for the Payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Such bonds shall be in the form of A.I.A. Doc. A311 and shall bear the same date as, or a date subsequent to date of Contract Agreement.

Each Bidder must be bondable at time bids are due, and he shall so state in his bid. The failure of successful Bidders to execute such Contract and to supply the required Bonds within ten days after the prescribed forms are presented for signature or if bonding company finds that a Bidder is NOT bondable, shall constitute a default, and the Owner may either award the Contract to the next responsible Bidder or re-advertise for Bids, and may charge against such Bidder the difference between amount of his Bid and amount for which the Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds amount of his Bid Guarantee.

END OF SECTION

SUPPLEMENTAL CONTRACTOR QUALIFICATION STATEMENT

PART 1 - GENERAL

1.1 GENERAL

- A. Pursuant to the Invitation to Bid and to Article 6 in AIA Document A701 - 1997, Instructions to Bidders, Contractors shall submit to the Architect a properly executed AIA Document A305 – 1986, Contractor's Qualification Statement. The supplemental documentation outlined in this section shall be required in addition to that by the Instructions to Bidders and shall be submitted concurrently with the Contractor's Qualification Statement.
 - 1. Contractors who have successfully completed projects of similar size and scope with the Architect or Owner **within the last year of this project's bid date** are exempt from the requirements of this section, at the discretion of the Architect.
- B. The Bidder is required to meet the following criteria in order to be considered a responsible bidder by the Owner. Owner, through the Architect and its Business Office, shall have the right to make such inquiries as it deems appropriate to verify any of the information provided by Bidder to Owner pursuant to this Section. If as a result of such inquiries, Owner deems any such information provided by the Bidder unsubstantiated, or if any of the documentation provided by the Bidder as described below is incomplete, Owner may deem the Bidder to have failed to satisfy said criteria.
- C. The Owner may utilize any available information including but not necessarily limited to the information submitted as part of this Section to determine the lowest responsible bidder for this project.
- D. In the case of a joint venture or partnership, each joint venture or partner must independently meet each of the requirements set forth in Paragraphs 1.2, 1.3, 1.4 and 1.5.

1.2 EXPERIENCE

- A. A Bidder must have a minimum of five (5) continuous years in business prior to this project's bid date, as a General Contractor.
 - 1. **Documentation:** Documentation shall consist of corporate documents, registrations, annual reports, (or, if the Bidder is not a corporation, substantial equivalents) showing continuous existence and operation for the time stated. If documents relating to a predecessor entity are

provided, also provide an explanation of the reason for the dissolution of the predecessor and the formation its successor to the satisfaction of the Owner/Architect. Based on this information provided, the Owner may deem bidder to be non-responsive and not qualified for the project.

- B. The Project Manager to be assigned to the project must have at least three (3) years of experience working for a General Contractor managing institutional or commercial projects and at least two (2) public school building construction projects of at least \$500,000 and of similar scope and complexity in the State of Illinois within the last five (5) years prior to this project's bid date.
1. **Documentation:** Documentation shall consist of Project Manager's resume indicating name, education or training, and a list of projects where he managed the work as outlined above, and length of employment with this Bidder.
- C. Bidder must have been contracted for at least three (3) public school building construction, addition or renovation projects of approximately \$500,000 or more, each substantially completed on time within the last five (5) years from this project's bid date in the State of Illinois as a General Contractor. At least one (1) of these projects shall be a project **completed during the summer months**. Factors to be considered in evaluating successful completion include the following:
1. Completion of contract on time or at a later date not due to the material fault of the Bidder.
 2. Completion of the contract substantially at the contract price or at an increased price not due to the material fault of the Bidder.
 - a. "Substantially" as used in the foregoing C, 2, means within at least five (5) percent of final contract price.
 3. Completion of the contract without being assessed liquidated damages, and without litigation or arbitration by Bidder, Owner, any Subcontractor or others except where not due to the material fault of the Bidder.
 4. Completion of the Contract without a claim on the Bidder's bond by the Owner, any Subcontractor or others except where not due to the material fault of the Bidder.
 5. **Documentation:** References and project names establishing that the Bidder meets this criterion. The references must include the names and phone numbers of contact persons who are or were officials of each public body involved who are familiar with the Bidder's performance and the Architect and Contractor's Project Manager for each project.

1.3 FINANCIAL CONDITION/BUSINESS PRACTICES

- A. Insurance Rating shall be 1.0 or less.
- B. Absence of any filings for protection from creditors under federal bankruptcy laws and/or placement under receivership or similar restrictions in the last five (5) years.
 - 1. **Documentation:** Letter from President of the Company certifying the above.
- C. Sound fiscal management and sufficient resources for successful completion of the contract.
 - 1. **Documentation:** Independently prepared financial statements for the two (2) consecutive, most recently available years.
- D. Absence for contracts terminated by Owner for non-performance in the past five (5) years, except where not due to the material fault of the Bidder.
 - 1. **Documentation:** Letter from President of the Company certifying the above.
- E. Absence of claims on Bidder's bond in the past five (5) years, except where not due to the material fault of the Bidder.
 - 1. **Documentation:** Letter from bonding company certifying the above.

1.4 REFERENCES

- A. List of all institutional and commercial projects performed in the last three (3) years.
 - 1. **Documentation:** References and project names of all institutional and commercial projects completed within the last three (3) years for this project's bid date, or which are still in progress at the time of this bid. The references must include the names and phone numbers of contact persons who are or were officials of the public body for institutional projects or officials of the commercial projects who are familiar with the Bidder's performance and the Architect and Contractor's Project Manager for each project.

1.5 AIA DOCUMENTS

A. SATISFACTORY COMPLETION of AIA Document A305 - 1986, Contractor's Qualification Statement.

1. Documentation: Completed AIA Document A305 - 1986, Contractor's Qualification Statement.

END OF SECTION

PROPOSAL

FROM: _____ (Contractor)
 _____ (Address)
 _____ (City/State/Zip)
 _____ (Telephone)
 _____ (E Mail)

Base Bid including Allowances (Stipulated in Section 012100):

(Initial) _____

Alternate No. 1: Provide all materials and labor required to complete all work shown in Classrooms 301, 301, and 311.

\$ _____

Alternate No. 2: Provide all materials and labor required to complete all work shown in Teachers' Lounge 107.

\$ _____

Alternate No. 3: Provide all materials and labor required to complete all ceiling/lighting work shown in Corridor 4.

\$ _____

Alternate No. 4: Provide all materials and labor required to complete all work shown in Reception 101/Corridor 3.

\$ _____

Unit Price No. 1: Remove existing floor finish and provide and install specified luxury vinyl tile floor finish (LVT-1) including specified, required floor build-up/prep.

\$ _____ square foot

Unit Price No. 2: Provide and install lay-in ceiling system APC-1.

\$ _____ square foot

Unit Price No. 3: Remove existing floor finish and provide and install specified resilient sheet floor finish (RF-1, RF-2, RF-3, or RF-4) including specified, required floor build-up/prep.

\$ _____ square foot

Unit Price No. 4: Provide and install wallcovering WC-1 including all substrate preparation.

\$ _____ square foot

Unit Price No. 5: Provide moisture management system over existing concrete slabs per specifications.

\$ _____ per square foot

Unit Price No. 6: Provide and install wallcovering WC-2 including all substrate preparation.

\$ _____ square foot

FEEES FOR CONTRACT CHANGES:

The undersigned agrees that on all changes to the construction involving costs, either extra items or credit items, shall be in accordance with Section 7.5 of the General Conditions of the Contract for Construction and the following percentages will be added or deducted from the actual cost of the work for our/my overhead and profit:

1. For work done by our own crew: 10 % Overhead and Profit
2. For work done by Subcontractors: 5 % Overhead and Profit

BONDING CERTIFICATION:

The undersigned agrees and hereby certifies that his company is 100 percent bondable for performance as well as material and labor payment bonds for the said project.

CONSTRUCTION TIME:

Understanding that time is of the essence, the undersigned agrees that if awarded a Contract for the work bid herein, he/she will commence work on Monday, June 10, 2024, follow the schedule outlined in the Invitation to Bidders and achieve Substantial Completion of the Project by Monday, August 12, 2024.

The schedule of construction shall be closely coordinated with the school's ongoing activities and summer projects. The contractor will be required to coordinate site access and actual schedule of working dates.

The Contractor, by signing this agreement, shall make every effort, including working overtime, weekends and/or evenings, at the Contractor's expense, to complete work on the scheduled target dates and not adversely inconvenience the District in noted areas of work.

RIGHT TO REJECT BIDS AND SIGNING CONTRACT:

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within 60 days after the opening thereof, or at anytime thereafter before this Bid is withdrawn by written notification, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within 10 days after the Contract is presented to him for signature.

FREEDOM OF INFORMATION ACT REQUIREMENTS:

The Bidder acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on East Aurora School District 131, to produce certain records

that may be in the possession of Bidder. Bidder shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/et seq. and the Act and shall maintain all records relating to any work being done for the District in compliance with the Local Records Retention Act and the Act (complying in all aspects as if the Bidder was, in fact, the District). Bidder shall review its records promptly and produce to the District within two business days of request by the District the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Bidder may request the District to extend the time do so, and the District will, if time and a basis of extension under the Act permits, consider such extensions. Bidder further acknowledges that the Act, as amended and effective January 1, 2010, provides for severe criminal and civil penalties for willful failure to comply with its terms. Accordingly, Bidder does hereby agree, as an additional condition of being awarded a bid to provide labor, services or materials to the District, that it will hold harmless and indemnify, including costs and reasonably attorneys fees, the Architect, the District and its officers, agents and employees, against all damages incurred or penalties or fees assessed against it or them because of non-compliance with this agreement or the Act or the production requirements imposed under the Act.

BID DEPOSIT:

Bid security in the sum of \$_____, in the form _____, is submitted herewith in accordance with the Instructions to Bidders (not less than 10 percent of Base Bid).

The undersigned further agrees that the proceeds of the Bid deposit shall become the property of the Owner if for any reason the undersigned:

1. Withdraws his Bid or Proposal any time within 60 days after the opening of the bids and prior to the time a formal written agreement has been signed and delivered to the Owner.
2. Upon written notification of the award of Contract to him, he fails to properly sign and deliver to the Owner the written Agreement formally evidencing the Contract within 10 days after the written Agreement has been mailed to the undersigned for such execution.
3. Fails to furnish Payment and Performance Bonds, as required by the Contract Documents, to the Owner within 10 days after signing said written Agreement.

The undersigned agrees that withdrawal of this Bid or failure to sign the Agreement or furnish satisfactory Payment and Performance Bonds within the times hereinabove set forth shall automatically bar undersigned from any further consideration and terminate any and all rights undersigned may have acquired in, by, or through this Bid.

The undersigned further agrees that the Owner shall have the right to retain the bid deposit for a period of 60 days from the date of opening of the bids if the undersigned is one of the three lowest bidders, and he does guarantee the amount set down hereinbefore to be firm

for the same 60 days. If the undersigned is not one of the three lowest bidders, the bid deposit may be retained for a period of five days from the date of opening of the bids. At the expiration of said time, or earlier at option of the Owner, said bid deposit shall be returned to the undersigned unless said bid deposit has become the property of the Owner as liquidated damages for one of the reasons stipulated above.

IN WITNESS WHEREOF the undersigned Bidder has caused his/its signature and seal to be affixed hereto by its duly authorized officers this _____ day of _____, 20__.

Firm Name _____

By _____

Title _____

Attest:

Secretary

(Note: If Bidder is a corporation, the corporate seal must be affixed.)

Owner: East Aurora School District 131
310 Seminary Avenue
Aurora, IL 60505

BIDDER ELIGIBILITY
CERTIFICATION AND NON-COLLUSION AFFIDAVIT
PURSUANT TO PUBLIC ACT 85-1295 (ILLINOIS REVISED STATUTES, 1987 CH. 38,
SECTION 33E-11 AS AMENDED

I, the individual whose signature appears below on this bid / contract for

Hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38, 1987, Ill. Rev. Stat., as amended.

The undersigned further certifies and affirms that this proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraints of trade.

Firm Name: _____

By: _____
Authorized Agent of Contractor

Subscribe and sworn to
before me this ____ day
of _____, 20____.

Notary Public

Owner: East Aurora School District 131
310 Seminary Avenue
Aurora, IL 60505

PUBLIC CONTRACTORS – Certificate of Compliance with Illinois Human Rights Act

_____, (“Contractor”),
(Name of Contractor)
having submitted a bid/proposal for _____ to
(general description of items(s) bid on)

_____, Contractor, does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that (he, she, it) has adopted a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer’s internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department of Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name: _____

By: _____
Authorized Agent of Contractor

Owner: *East Aurora School District 131*
 310 Seminary Avenue
 Aurora, IL 60505

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

(Bidder)
having fewer than 25 employees, does hereby certify that it is not subject to the
requirements of Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch.
127, par. 132.313).

(Bidder)
having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois
Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313) that the Bidder shall
provide a drug-free workplace for all employees engaged in the performance of work
under the contract by complying with the requirements of the Illinois Drug-Free
Workplace Act and, further certifies, the Bidder is not ineligible for award of this contract
by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: _____

By: _____
 Authorized Agent of Contractor

Owner: *East Aurora School District 131*
 310 Seminary Avenue
 Aurora, IL 60505

CERTIFICATION REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

Contractor hereby represents, warrants, and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," "720 ILCS, Sections 5/11-6 (Indecent solicitations of a child), 5/11-9 (Public Indecency), 5/11-14 (Prostitution), b/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/12-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et. seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et, seq, and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who has or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto determine if the applicant has been convicted or committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm Name: _____

By: _____
 Authorized Agent of Contractor

Owner: *East Aurora School District 131*
 310 Seminary Avenue
 Aurora, IL 60505

AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION

The undersigned hereby authorizes the East Aurora High School District 131, New Lenox, IL to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/1 – 21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

Firm Name: _____

By: _____
 Authorized Agent of Contractor

Owner: *East Aurora School District 131*
 310 Seminary Avenue
 Aurora, IL 60505

PREVAILING WAGE PAYMENT CERTIFICATION

The Illinois Department of Labor requires that all contractors and sub-contractors pay the general prevailing rate of hourly wages in the locality in which work is to be performed. Reference Specification Section 012901, "Prevailing Wages and Certified Payrolls," for details.

The following certification must be signed and submitted with bidder's bid proposal. **FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.**

_____, as part of its bid on a contract for

East Aurora School District 131
Johnson Elementary School
STEAM Classroom Remodeling

hereby certifies that all laborers, workers and mechanics performing work under the contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor, and that contractor and all subcontractors shall in all other respects comply with the *Prevailing Wage Act* in carrying out work under the contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by contractor and all subcontractors to each worker to whom a revised rate is applicable. Revision to the prevailing wage as set forth above shall not result in an increase in the Contract Sum. Contractor shall protect, defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's failure to comply with this certification.

Firm Name: _____

By: _____
Authorized Agent of Contractor

Title

Subscribed and sworn to before me
this _____ day of
_____, 20____.

Notary Public Signature

STAMP



AIA® Document A701® – 2018

Instructions to Bidders

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

Project 2023.082 - STEAM Classroom Remodeling at Johnson Elementary School
1934 Liberty St.
Aurora, IL 60502
All work described in the bid documents.

THE OWNER:

(Name, legal status, address, and other information)

East Aurora School District 131
310 Seminary Ave.
Aurora, IL 60505
Telephone Number: 630-299-5550

THE ARCHITECT:

(Name, legal status, address, and other information)

DLA Architects, Ltd.
Two Pierce Place
Suite 1300
Itasca, IL 60143
Telephone Number: 847-742-4063
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ADDITIONS AND DELETIONS:

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

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

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

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

§ 4.3 Submission of Bids

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

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

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda:			
	Number	Date	Pages	
.8	Other Exhibits:			
	<i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>			
	☐	AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>		
	☐	The Sustainability Plan:		
	Title	Date	Pages	
	☐	Supplementary and other Conditions of the Contract:		
	Document	Title	Date	Pages
.9	Other documents listed below:			
	<i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>			



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Project 2023.082 – STEAM Classroom Remodeling at Johnson Elementary School
1934 Liberty St.
Aurora, IL 60502

THE OWNER:

East Aurora School District #131
417 S. Fifth Street
Aurora, IL 60505

General Conditions for Construction Projects
(Revised March 19, 2019)

THE ARCHITECT:

(Name, legal status and address)

The Architect means the architect and/or engineer identified elsewhere in the Contract Documents.

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

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also 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 all of the Contractor's duties under the Contract Documents, including 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. Figured dimensions shall be followed in preference to measurements by scale. All shall be checked against field measurements of existing conditions to be taken by the Contractor.

§ 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, if any, 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 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.

§ 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.

§ 1.2.4 If any two or more provisions of the Contract Documents conflict, and such conflict relates to the quantity or quality of the Work, the Contractor agrees to provide the greater quantity and/or better quality of such Work.

§ 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.

1.4.1 Execution of the Contract by the Contractor is a representation of the Contractor that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the work, the site, the specific conditions under which the work is to be performed, and all matters that may in any way affect the work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the work, and the Contractor will abide by the same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedures and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

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

§ 1.5.1 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 reserved rights claimed by the owner(s) and any licensee(s) who have an interest in and to the Instruments of Service.

§ 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(s) and any licensee(s) who have an interest in and to the Instruments of Service.

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

(Paragraphs deleted)

§ 1.8 Reserved.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Board of Education of East Aurora School District 131 is the Owner and, by majority vote, is the only representative having the power to enter into or amend the Contract, to approve modifications to the scope of Work, to approve or execute a Change Order or Construction Change Directive. The Board of Education will act as soon as reasonably practicable to avoid undue delays. However, the Owner shall designate in writing a representative who shall, to the extent allowed by law and by the Owner's policies and procedures, 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 Reserved.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Reserved.

§ 2.2.2 Reserved.

§ 2.2.3 Reserved.

§ 2.2.4 Where the Owner has furnished any information or documents to the Contractor in connection with the Project, 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. The Contractor shall provide information or other assistance as the Architect or Owner may request in connection with these obligations.

§ 2.3.2 As appropriate for the Project, the Owner shall retain an architect and/or engineer lawfully licensed to practice architecture and/or engineering, or an entity lawfully practicing architecture and/or engineering, 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 Reserved.

§ 2.3.4 Upon written request by the Contractor, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project which are known to the Owner, and a legal description of the site. Other than the metes and bounds noted in the 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 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. The Owner's rights and remedies under this section are in addition to, and not a limitation of, any other rights and remedies of the Owner under the Contract Documents or otherwise.

§ 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 or approved construction schedules, and fails within a five-day period after receipt of written 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, neglect, or failure. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and reasonable attorneys' fees, 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.

§ 2.6 **Owner's Right to Audit.** The Contractor shall keep full and accurate records of all labor and material costs incurred and items billed in connection with the performance of the Work, which records shall be open to inspection, copying, and audit by the Owner or its authorized representatives during performance of the Work and until three years after Final Payment.

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. The Contractor is an independent contractor, and shall not be deemed an agent of the Owner for any reason.

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in strict 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.

§ 3.1.4 The Contractor represents and warrants the following to Owner (in addition to the other representations and warranties contained in the Contract Documents) as an inducement to the Owner, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 that the Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents.
- .2 that the Contractor is able to furnish the tools, material, supplies, and legal labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 that the Contractor is authorized to do business in the State of Illinois and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4 that the execution of the Contract and its performance thereof are within its duly authorized powers.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 The Contractor represents that it has visited the Project site, become generally familiar with local conditions under which the Work is to be performed, correlated personal observations with requirements of the Contract Documents, and has satisfied itself as to the nature and location of the Work, the general and local conditions, including those bearing upon access (including partial or total restrictions on access), transportation, delivery, disposal, staging, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions of the ground, the character, quality and quantity of existing conditions to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the Work and all other matters which can in any way effect the Work or the cost thereof under this Agreement. Any failure by the Contractor to acquaint itself with all the available information concerning these conditions will not relieve the Contractor from any obligation under 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 or its Subcontractors or suppliers 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 and Owner 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 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.

§ 3.2.5 In all cases where Work interconnects with existing facilities, Contractor shall field measure and verify at the site all dimensions relating to such existing facilities. Any conflicts in the Work and the existing facilities which could have been mitigated by the Contractor's obligation to verify the dimensions of the existing facilities shall be promptly rectified by the Contractor at its own expense, and such obligation does not limit the Owner's other rights and remedies under the Contract Documents.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill, care, 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 to Owner and Architect 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. The Contractor shall not proceed performing the Work using its alternative means, methods, techniques, sequences, or procedures without written approval from the Architect. The Contractor shall review any construction or installation procedure (including those recommended by any product manufacturer).

The Contractor shall provide written notice to the Architect:

- (a) If a specified product deviates from good construction practices.
- (b) If following the Specifications will affect any warranties.
- (c) Any objections which the Contractor may have to the Specifications.

The responsibilities imposed on the Contractor by this Section shall be in addition to, and not be limited by, any and all other provisions of these Contract Documents.

§ 3.3.2 The Contractor shall engage workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full time supervision of the approved superintendent described in Section 3.9.3. The Contractor shall be liable for all property damage including repairs or replacements of the Work and economic losses which proximately result from the breach of this duty. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Contractor, any of its Subcontractors, or claiming by, through or under the Contractor, and for any damages, losses, costs, and expenses resulting from such acts or omissions.

§ 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.

§ 3.3.4 The Contractor shall coordinate inspections by governmental authorities having jurisdiction over the Work.

§ 3.3.5 No inspection performed or failed to be performed shall be a waiver of any of the Contractor's obligations hereunder.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for any and all 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 written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions hereunder, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 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. The Contractor shall be responsible for any damages to property or injuries to persons, or to any other harm, caused by the Contractor's employees.

§ 3.4.4 The Contractor shall not at any time permit on the Project site any alcohol or controlled substances whether inside or outside of buildings or structures. Possession or use of any of the foregoing at or adjacent to the site shall obligate the Contractor to remove such offending personnel from the site and replace them at no additional cost to the Owner.

§3.4.5 The Contractor and any Subcontractors shall conform to labor laws of the State and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable thereto. Contractor shall enforce among all personnel directly or indirectly employed by it, and among all Subcontractors and their employees, all rules which the Owner may establish for conduct of such personnel on the site.

§3.4.6 The Contractor shall pay prevailing wages in accordance with and shall fully comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* This Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All Contractors, Subcontractors, and sub-subcontractors rendering services under this Agreement must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

§ 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 shall strictly conform to the requirements of the Contract Documents and shall be free from defects. 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. Unless an alternative guaranty is specified in a particular division of the Specifications that is longer in duration than two (2) years, the Work shall be guaranteed by the Contractor against defect in material and workmanship for a period of two (2) years from the date of final completion.

§ 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 Owner is tax-exempt. Notwithstanding, the Contractor shall pay any applicable sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received, 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, including but not limited to the Illinois Prevailing Wage Act, Illinois Workers on Public Works Act, civil rights, human rights, and non-discrimination laws, and the Illinois School Code. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material, and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work..

§ 3.7.3 If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall promptly notify the Architect and Owner in writing to be addressed by the Architect and Owner. If the Contractor performs Work contrary to any 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 damages, losses, costs, and expenses 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. 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. The site conditions contemplated by this Section include, but are not limited to, materials containing asbestos, polychlorinated biphenyl (PCB), or hazardous materials as defined in these General Conditions.

§ 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 immediately 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. Notwithstanding any provision of the Contract Documents to the contrary, any use of an allowance account is subject to the written pre-approval of the Owner.

§ 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 on site. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be subject to approval by the Owner and shall not be replaced without the prior written consent of the Owner. The Owner shall have the right to require that the Contractor replace the superintendent, at no additional cost to the Owner, at any time during the duration of the Work if his/her performance is not satisfactory to the Owner.

§ 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.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's written consent.

§ 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. The schedule shall not interfere with the operation of the Owner's existing facilities and operations without the Owner's prior written consent.

§ 3.10.1.1 The Contractor's construction schedules shall be in a bar chart format, and shall depict, at a minimum, activity identification and durations, critical path, float, early start, early finish, late start, and late finish.

§ 3.10.1.2 The float in the construction schedules will not be deemed exclusively available to the Contractor or Owner, but rather shall be available to either party as needed.

§ 3.10.1.3 No less than once per month, the Contractor shall submit an updated construction schedule. The updated construction schedule shall depict actual start and completion dates for Work commenced and, if appropriate, Work completed. Additionally, the updated construction schedules shall depict updated estimates of anticipated commencement and completion dates for all upcoming Work.

§ 3.10.1.4 The Contractor's submission of the initial construction schedule and monthly schedule updates shall be conditions precedent to certification of the Contractor's application for payment.

§ 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. If the Contractor fails to adhere to the approved construction schedule(s), Contractor shall immediately, at its own expense, take necessary measures to remedy such failure, including addition of personnel and/or equipment, overtime, and/or additional shifts. The Owner shall be entitled to rely on Contractor's schedules for coordination of its own activities, as well as the activities of other contractors working at the Project site or on the Project.

§ 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 (collectively the "As-Built Documents"). These As-Built Documents shall be in electronic form or paper copy, available for inspection by the Architect or Owner upon reasonable notice, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. Adequate maintenance of the As-Built Documents shall be a condition precedent to certification of the Contractor's applications for payment.

§ 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 Architect will specify all performance and design criteria that such services must satisfy. 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 Architect has 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 the site access plan, if any, and to the 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. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner, and Owner's officers, members, agents, employees, guests, invitees, and students, safe and reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site or the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 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 prior written consent of the Owner and of the Separate Contractor. The Contractor's consent shall not be required.

§ 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. Throughout the progress of the Work the Contractor shall continually remove from the Project Site and from any adjacent property, all waste, scraps, tools, equipment, storage facilities, machinery, trailers, and vehicles no longer required for prosecution of the Work, such that the Project site remains clean, orderly, and safe. The Contractor shall remove and clean up hazardous materials in accordance with these General Conditions.

§ 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.

§ 3.15.3 All exterior and interior work shall be cleaned using specific materials as recommended for surfaces to be cleaned. Damage to any surfaces due to improper cleaning methods of materials shall be made good by Contractor, at no cost to the Owner.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Owner's officers, members, agents, employees, guests, invitees, and students, and Architect with safe and reasonable 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, including, but not limited to, attorneys' fees, 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, except to the extent of Contractor's fault, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, or the Contractor has reason to believe that the required design, process, or product is an infringement, 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 waives and right of contribution against, and shall defend, indemnify, and hold harmless the Owner, Owner's officers, members, agents, and employees, and 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 and litigation expenses (including expert witness fees), arising out of or resulting from performance of the Work, but only to the extent caused by Contractor's breach of contract or 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. 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. The obligations of the Contractor under this Section 3.18.1 shall be construed to include, but not be limited to, injury or damage consequent upon failure to use or misuse by the Contractor, his agents, Sub-Contractors, and employees of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds of equipment, whether or not owned or furnished by the Owner. It is understood that this excludes use by Owner, Architect or his Agents or Employees. In addition to any other obligation to procure insurance pursuant to the Contract Documents, the Contractor shall obtain insurance naming the above indemnified parties as additional insureds as primary and non-contributory coverage without limitation on their general liability policies, and (a) insuring the Contractor's obligation pursuant to this section, and (b) insuring the above indemnified parties for any amount they may be required to pay for any claims, damages, losses, and expenses, not limited by any limitation imposed by law on indemnification. The Contractor and Subcontractor(s) shall furnish Owner with copies of such policies prior to beginning any Work.

§ 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.

§ 3.18.3 "Claims, damages, losses and expenses" as these words are used herein shall be construed to include, but not be limited to (1) injury or damage resulting from the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in defense of the claim or in bringing an action to enforce the provision of this Indemnity or any other indemnity contained in the Contract Documents, including the fees charged by the indemnitee's expert witnesses; and (3) all costs, expenses, lost time, opportunity costs and other similar indirect or incident damages incurred by the party being indemnified or its employees, agents or consultants.

§ 3.18.4 In the event that the Contractor or its Subcontractors are requested to, but refuse to, honor the indemnity obligations hereunder or to provide a defense, then in addition to all other obligations hereunder, the Contractor and its Subcontractors shall reimburse the Owner and Architect the cost of any legal action concerning Contractor's or

Subcontractor's duty to defend and indemnify under this Agreement, including attorneys' fees, time expended, costs and expenses.

§ 3.18.5 The Contractor hereby knowingly and intentionally waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner and Architect is not limited by the so called "Kotecki Cap". The Contractor shall include this provision in each of its Subcontract agreements and shall require its Subcontractors to be so bound.

§ 3.18.6 The Contractor shall include in each and every Subcontract with any and all Subcontractors and/or material suppliers performing Work and require each and every Subcontractor and/or material supplier performing Work to agree to be bound by all of the provisions 3.18.1 through 3.18.10 under the Contract Documents.

§ 3.18.7 The Contractor's indemnity obligations hereunder shall specifically include all claims and judgments which may be made against the indemnitees under federal or state law or the law of the other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or Contractor's employees' method of execution of the Work.

§ 3.18.8 The provisions of this Section 3.18 are not intended to conflict in any way with the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 *et seq.* and shall be interpreted in accordance therewith.

§ 3.18.9 The Contractor shall indemnify and hold harmless the Owner in the event of labor or trade union conflicts or disputes between the Contractor and Subcontractors and their respective employees. The Contractor shall endeavor to adjust and resolve such conflicts and disputes which affect the timely completion of the Work. Such conflicts or disputes shall not be a basis or excuse for the breach of the Contract Documents by the Contractor or its Subcontractors, and shall not provide the Contractor with relief from complying with dates for Substantial Completion or Final Completion. Labor or trade union disputes that affect production or delivery of materials or equipment, or the installation, shall be at no cost to the Owner. The Contractor shall notify the Architect and the Owner in writing as soon as possible as to any labor or trade disputes which may affect the Work and its timely completion. In such event, the Contractor shall provide a written proposal to the Architect and the Owner which includes any comparable substitution(s) necessary to complete the Work.

§ 3.18.10 None of the foregoing provisions shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them or either of them at law.

§ 3.19 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the Work of any particular trade. Such arrangements are subject to written pre-approval of Owner and Architect. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Architect may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

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 or the Contract Documents.

(Paragraph deleted)

§ 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 endeavor to 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 and the Owner each have 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 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 Owner or 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 of the information given with 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 authority of the Architect's Project representative is limited by the Owner's policies and procedures, and by the terms and conditions of the agreement between the Owner and Architect. 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 and if approved in writing by the Owner.

§ 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 If this Project is utilizing a construction manager at-risk, then when the lowest, responsive and responsible multiple prime trade bidder(s) are identified and awarded contracts by the Owner, each such award shall constitute the automatic assignment of that trade contract by the Owner to the construction manager, who is also known as the "Contractor". Each such successful bidder shall then be known as a "Subcontractor." If this Project is utilizing a single general contractor or multiple prime trade contractors, and the Project is not utilizing a construction manager-at risk, then there shall be no such assignment. In any case, 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 Reserved.

(Paragraphs deleted)

§ 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 Subcontractor acknowledges: (1) that the Owner is a direct intended third party beneficiary of each Subcontract between the Contractor and Subcontractor; (2) that notwithstanding any contract provision to the contrary, Subcontractor shall be bound to perform the Work in accordance with these AIA A201 General Conditions, as amended; and (3) that the Subcontractor is not a third party beneficiary of any contract between Contractor and Owner.

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, 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 Reserved.

§ 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, and upon such further assignment, the Owner shall have no further liability to such subcontractor.

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 or other construction or operations on the site with the Owner's own forces, and with Separate Contractors. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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.

(Paragraph deleted)

§ 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.

§ 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. Subject to Article 15, 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 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 Reserved.

§ 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 allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 The Owner may, without invalidating the Contract and without notice to the surety, direct changes in the Work. 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.

§ 7.1.4 No Change Order shall be approved or paid unless preceded by a written direction for the Change Order is provided by the Owner. This requirement cannot be waived by conduct, custom, or practice with respect to this Project or other projects. There shall be no implied or constructive change orders.

§ 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.

§ 7.2.2 No payment for changes in the Work shall be made until such change has been memorialized in an executed Change Order and the Change has been executed.

§ 7.2.3 If the Contractor is also the Project's Construction Manager pursuant to a separate construction management agreement with the Owner, the Contractor shall not be permitted any markup on Change Orders or compensation with respect to Change Orders, other than as may be provided in such construction management agreement. The Subcontractors, and any Contractor who is not serving as Construction Manager for the Project, shall be entitled to the following markups for additive Changes Orders, and shall be required to take the following mark-downs for deductive Change Orders. Additional markup for insurance or bonds will not be allowed. All Change Order requests must be submitted with the following backup information or they will not be reviewed or processed by the Architect or Owner: material and labor quantities, material unit costs, labor rates, and any other substantiating data to explain and substantiate the Change Order amount.

Markups and Markdowns for Change Orders:

Additive Change Order: 10%

Init.

§ 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 for the purposes of defining the change and/or how any payment shall be calculated, but not for the purpose of approving payment.

§ 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 Section 7.2.3. 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. Upon execution by the Owner, such agreement shall be effective 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 or net decrease, if any, with respect to that change.

§ 7.3.9 Reserved.

§ 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. The Contractor shall achieve Final Completion within thirty (30) days following Substantial Completion.

§ 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 a cause that (1) was reasonably unforeseeable to the Contractor; and (2) is not within the Contractor's control, then the Contract Time shall be equitably extended and such extension shall be reduced to a Change Order.

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

§ 8.3.3 Extension of Contract Time pursuant to this Article 8 shall be the Contractor's sole and exclusive remedy for delay.

§ 8.3.4 Extension of Contract Time resulting from Changes in the Work shall be negotiated into respective Change Orders. Whenever the Contractor seeks an adjustment in the Contract Time as part of a Claim or Change Order, the Contractor shall justify the request with proper written reference to the approved construction schedules. All executed Change Orders shall be deemed to include adjustments in the Contract Time, if any, resulting from the underlying Change in the Work.

§ 8.3.5 In addition to other rights and remedies set forth elsewhere in the Contract Documents, the Contractor shall reimburse the Owner for all Architect's fees and expenses for additional services necessitated by (1) Contractor's failure to achieve Substantial Completion within the time established in the Contract Documents; (2) for more than

one inspection to determine Substantial Completion; and (3) for more than one inspection to determine Final Completion.

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. If the Contractor is also the construction manager pursuant to a construction management agreement with the Owner, that agreement contains any and all additional compensation payable to the Contractor in its role as construction manager.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated for any one item of material or equipment are changed by more than 25% in a proposed Change Order or Construction Change Directive, the applicable unit prices shall be equitably adjusted in such Change Order or Construction Change Directive.

§ 9.2 Schedule of Values

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 Subcontracts. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. Each section of the schedule organized by Subcontract shall further allocate each Subcontractor's Work into discrete tasks with values corresponding to each task. The total of all values for all tasks for all Subcontractors shall equal the Contract Sum. Portions of the Work not subcontracted shall be allocated into discrete tasks and corresponding values. 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. Approval by the Owner of the schedule of values (and revisions thereto) shall be a condition precedent to certification of Contractor's 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 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, including copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The Contractor's inclusion in an Application for Payment of an amount owed to a Subcontractor shall constitute the Contractor's certification to the Owner that such Subcontractor is entitled to payment in that amount, and that there are no backcharges, Claims, or other disputes then pending or anticipated which may impact that Subcontractor's right to such payment. Contractor shall submit all Applications for Payment in a consistent format.

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not approved payment to a Subcontractor or supplier, unless such Work has been performed by others and the Contractor has approved said payment.

§ 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.

§ 9.3.4 All Applications for Payment shall be accompanied by lien waivers from the Contractor and applicable Subcontractors. The lien waivers, when taken together, shall equal the sum due and paid under the immediately preceding Application for Payment, and shall be effective through the submittal date of the immediately preceding Application.

§ 9.3.5 All Applications for Payment shall be accompanied by the Contractor's and Subcontractors' certified payrolls as required by the Illinois Prevailing Wage Act, 820 ILCS 130/5.

§ 9.3.6 Submission of properly executed lien waivers and the certified payrolls are conditions precedent to certification of each Application for Payment.

§ 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, or if any other condition precedent to payment has not occurred. 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 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 If Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, Contractor 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 accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. and as may be otherwise 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. In the sole discretion of the Owner, if the Contractor fails to furnish evidence as required by this Section, the Owner has the right, but not the obligation, to pay Subcontractors and suppliers directly.

§ 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 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.

§ 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 at any time there is evidence of any liens or claims for which the Owner may become liable, the Owner shall have the right to retain, out of any payment due or thereafter to become due to Contractor or a Subcontractor, an amount sufficient to completely indemnify and defend the Owner from and against such lien or claim, including any reasonable attorneys' fees and litigation expenses that have been or may be incurred by the Owner. Should any such evidence be established after all payments are made, the Contractor or Subcontractor shall repay the Owner all sums which the Owner may be compelled to pay in discharging such lien or claim, including all reasonable attorneys' fees, litigation expenses, and other costs resulting from such lien or claim.

§9.6.9 The Owner shall withhold ten percent (10%) from all progress payments to the Contractor as retention. The Contractor shall request retention with its final Application for Payment as provided in Section 9.10. No interest shall accrue on monies held in retention. Contractor shall ensure that each contract between Contractor and each Subcontractor contains this same provision for the withholding and release of retention.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without any interference resulting from Contractor's operations or from incomplete work. The Work is not substantially complete until all Project systems included in the Work are operational as designed and scheduled, all required governmental inspections and certifications have been made and obtained, designated instruction of the Owner's personnel in the operation of systems has been completed and documented, and all final finishes required by the Contract Documents have been installed. The Work is not substantially complete until the Contractor has submitted the following items to the Owner or Architect::

- .1 All As-Built Documents in conformance with the Contract Documents and the requirements of this Agreement;
- .2 All operations and maintenance manuals as required by the Contract Documents;
- .3 All manufacturers' warranties as required by the Contract Documents; if such warranties cannot be executed until the Certificate of Substantial Completion is executed, the Contractor shall submit a warranty specimen as a condition of Substantial Completion, and shall submit the fully-executed warranty prior to Final Completion.

.If in the event Contractor does not complete remaining work within thirty (30) days of Substantial completion, Owner shall give the Contractor written notice of the remaining Work to be completed. If the Contractor fails to complete the remaining work to be completed within five (5) days of receipt of the written notice, the Owner reserves the right to complete the remaining Work in accordance with § 2.4 without further notice to the Contractor. All costs incurred by Owner therein shall be offset against Contractor's final payment.

§ 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, which shall be attached to the Certificate of Substantial Completion (the "Punch List"). Failure to include an item on the Punch 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 Punch 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 Punch 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 with the Punch List attached. The Certificate of Substantial Completion 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

Punch 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.

§ 9.8.6 Upon Substantial Completion, the Contractor and Subcontractors hereby assign all vendor and manufacturers' warranties to the Owner, if and to the extent any such warranty identified the Contractor or a Subcontractor, and not the Owner, as the entity to whom the warrantor is obligated.

§ 9.8.7 Liquidated Damages. The parties agree that time is of the essence of this Agreement. If the Contractor fails to achieve final completion of the Work by the Substantial Completion date(s) established in the Contract Documents and/or as established in the approved construction schedules, as may be adjusted by extensions of time contained in fully-executed Change Orders, if any (the "Scheduled Date(s) of Substantial Completion"), the Contractor shall be liable to the Owner for and shall pay the Owner liquidated damages in the amounts listed under Section 0005000 "Supplementary General Conditions", for each and every calendar day between the Scheduled Date(s) of Substantial Completion and the actual date(s) of Substantial Completion, and the Owner may set off and deduct such amounts from payments due, or which may later become due, to the Contractor. The parties stipulate and agree that this provision is fair and reasonable, and the per day rate established in this Section is fair and reasonable, considering the nature of the harm that may be incurred by the Owner as a result of such delay, and the difficulty or impossibility of ascertaining, calculating, and/or proving the actual damages resulting from such delay. The parties stipulate and agree that this Section 9.8.7 is a valid and enforceable liquidated delay damages clause, and is not a penalty.

§ 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 Punch 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 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 All Work depicted on the Contractor's Punch List and thereafter identified in the Architect's inspection shall be completed by Contractor within thirty (30) days of issuance of the Certificate of Substantial Completion. 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, including retention held pursuant to Section 9.6.9, 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (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, including those fully-executed warranties required by Section 9.8.1.1 to be furnished prior to final completion, and (6) final 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, along with the final submittal of certified payroll as provided by Section 5 of the Prevailing Wage Act, 820 ILCS 130/5. 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, reasonable attorneys' fees, and litigation expenses.

§ 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, and shall not constitute a waiver of Claims. Otherwise, if the Contractor does not complete remaining work within thirty (30) days after Substantial Completion, Owner may complete the remaining Work and backcharge the Contractor in accordance with Section 2.5. All related costs incurred by Owner shall be deducted from Contractor's final payment, and if the amount of Contractor's final Application for Payment is insufficient to cover such costs, Contractor shall pay such insufficiency to Owner upon demand.

§ 9.10.4

(Paragraphs deleted)

Reserved.

§ 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 specifically 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 solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Neither the Owner nor the Architect shall be responsible for any safety precautions or programs in connection with the Work.

§ 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 any person suffers injury or damage to person or property because of an act or omission of a party, or of others for whose acts such party is legally responsible, the responsible party shall give notice of the injury or damage, whether or not insured, 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. By Change Order, the Contract Time shall be equitably extended.

§ 10.3.3 Reserved.

§ 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 procurement, delivery, unloading, loading, stockpiling, storing, preparing, installing, use and/or handling of such materials or substances (collectively, "handling").

§ 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 faultily or 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 Reserved.

§ 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, and the Subcontractors, to the extent applicable as specified below, 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 this Section 11.1 and its subparts and elsewhere in the Contract Documents. To the extent of any conflict between this Section 11.1 and other Contract Documents, the Contractor and Subcontractors shall purchase and maintain the insurance with the higher limits, broader coverage, and better protections for the Owner. The Contractor and Subcontractors 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. Such coverage shall be procured on an occurrence basis. Such coverage shall be procured from insurers with a Best's Key Rating Guide rating of at least A / VIII. The Owner, Owner's officers, members, agents, and employees, and Architect, and Architect's consultants shall by endorsement be named as additional insureds under the Contractor's and each Subcontractor's commercial general liability policy, automobile liability policy, and excess or umbrella policy, all on a primary and noncontributory basis.

§ 11.1.1.1 Commercial general liability insurance including coverage for contractual liability and completed operations, explosion, collapse and underground hazards, covering personal injury, bodily injury and property damage, in the amount of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

§ 11.1.1.2 Automobile liability insurance, including hired, rented, and non-owned vehicles, covering personal injury, bodily injury and property damage, with a combined single limit of One Million Dollars (\$1,000,000).

§ 11.1.1.3 Umbrella / excess insurance coverage with a limit of at least Five Million Dollars (\$5,000,000).

§ 11.1.1.4 Workers' compensation insurance in the amount of the statutory minimum with an employer's liability coverage of at least One Million Dollars (\$1,000,000).

§ 11.1.1.5 The Contractor, and Subcontractors as applicable, shall maintain the insurance required by this Section 11.1 without interruption from the date of the Agreement until the date of final payment, and, with respect to their completed operations coverage, until three (3) years after Substantial Completion of Work, or for such other period for maintenance of completed operations coverage as specified in the Contract Documents, whichever is greatest.

§ 11.1.1.6 Prior to commencement of the Work, and again prior to the expiration of any policy, the Contractor and all Subcontractors shall furnish to the Owner and Architect certificates of insurance, policy declarations, all policy endorsements, and if requested by the Owner the policies, all reflecting the insurance required by this Section 11.1. An additional certificate and endorsements evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted by Contractor and all Subcontractors with the final Application for Payment

as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the time permitted for expiration. If any aggregate limit is reduced on account of claims paid, Contractor and Subcontractor shall immediately notify the Owner and Architect in writing of the amount of such reduction.

§ 11.1.1.7 Failure of either the Architect or Owner to demand certificates of insurance and/or policies and/or endorsements shall not constitute a waiver of the Contractor's and Subcontractor's responsibilities under this Section 11.1. Nor shall review and/or approval by either the Owner or Architect in any way relieve Contractor or any Subcontractor of its responsibility for furnishing sufficient insurance.

§ 11.1.1.8 Liability of Contractor or Subcontractor is not limited by these insurance requirements or by actual insurance coverage. Nothing related to insurance requirements in the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or the liability of the Architect, or any of their respective insurance carriers. Owner does not represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Owner, Contractor, Architect, or any Subcontractor's interest or liabilities, but are merely minimums.

§ 11.1.1.9 Each Subcontractor shall comply with all requirements of this Section 11.1, except that the Owner may in writing excuse a Subcontractor from procuring and maintaining an excess / umbrella policy in conformance with Section 11.1.1.3, where deemed appropriate by the Owner, in its sole discretion.

§ 11.1.2 The Contractor as principal shall furnish to the Owner as obligee bonds covering faithful performance of the Contract and payment of obligations arising from the Contract. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.* (the "Act"), and with all provisions of this Section 11.1.2 and its subparts to the extent not in conflict with the Act. 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. Each such surety shall have a Best's Key Rating Guide rating of at least A / VIII.

§ 11.1.2.1 The payment and performance bonds shall be executed on AIA Document A311 or A312, or on another form acceptable to the Owner, and shall include a penal sum equivalent to or greater than the Contract Sum as defined in Section 9.1.1. If the Project involves a Contractor who is also serving as a construction manager at risk that will take or has taken assignment of trades pursuant to Section 5.1.1, then for purposes of determining the penal sum of the bond, the Contract Sum means the aggregate sum of all bids awarded by the Owner and assigned to the Contractor as provided in Section 5.1.1.

§ 11.1.2.2 All terms and conditions of all Contract Documents, including those that comprise these A201 General Conditions, as amended, shall be deemed incorporated by reference into each bond furnished in connection with this Section 11.1.2. In case of any conflict between any provision of any performance or payment bond and the Contract Documents, the provisions of the Contract Documents shall prevail to the extent of such conflict. Any provision of any bond purporting to create a condition precedent for Owner not otherwise contained in the Contract Documents, or which otherwise purports to abrogate or nullify the Owner's rights or remedies otherwise available in contract, law, or equity, is void. If any provision of any bond purports to shorten the period of limitations and/or the period of repose as provided in Section 13-214 of the Code of Civil Procedure, 735 ILCS 5/13-214, or if any provision of any bond purports to shorten any other applicable statute of limitation or repose, such provision of such bond shall be null and void, but all other provisions of such bond shall remain enforceable.

§ 11.1.2.3 No surety shall assert solvency of its principal or its principal's denial of default as a defense to any claim under any bond furnished in accordance with this Section 11.1.2.

§ 11.1.2.4 If any surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or is declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Owner be insolvent, the Contractor shall immediately upon request by the Owner furnish and maintain other bonds satisfactory to the Owner. No further payment shall be due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications.

§ 11.1.2.5 If at any time the Owner shall become reasonably dissatisfied with any surety, or for any other reason such bonds shall cease to be adequate security for the Owner, Contractor shall, within five (5) days after notice to do so, substitute acceptable bonds in such form and sum and signed by such other surety or sureties as may be reasonably

satisfactory to the Owner. No further payment shall be deemed due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications.

§ 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. The Owner may furnish bonds to any person, at any time, without consent of the Contractor.

§ 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 but not the obligation 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 Builder's Risk Insurance

§ 11.2.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the Contract Sum, as modified by Change Orders, comprising the total value for the entire Project at the site on a replacement cost basis. Any required deductible shall be paid by the Contractor unless the Contract Documents otherwise provide or the Owner acknowledges its obligation to pay such deductibles in writing and prior to commencement of the Work. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.2.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.2.2 Reserved.

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

§ 11.3 Reservation of Subrogation

§ 11.3.1 The parties' respective rights of subrogation are reserved.

§ 11.3.2 Reserved.

§ 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.

§ 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 Contractor as fiduciary and made payable to the Contractor 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 Contractor shall pay the Architect and Owner their just shares of insurance proceeds received by the Contractor, and by appropriate agreements the Architect shall make payments to its consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Contractor shall notify the Owner of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Owner shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Owner does not object, the Contractor shall settle the loss and the Owner shall be bound by the settlement and allocation. Upon receipt, the Contractor 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 Owner timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Contractor 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 Owner's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for the Owner's or 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 Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or 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 an express written acceptance of such specific condition. The Owner shall give such notice promptly after discovery of the condition. 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 and backcharge the Contractor 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 be extended on specific items of Work identified by the Owner as defective, and such extension shall commence upon the performance of corrective Work by the Contractor pursuant to this Section 12.2. Such extension shall expire one year from the date of completion of such corrective Work.

§ 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 any 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 Owner may seek to enforce that obligation or any other obligation arising under the Contract Documents.

§ 12.2.6 All other warranties and guarantees required by the Contract Documents shall be provided to the Architect prior to Substantial Completion or Final Completion, as applicable, and are separate obligations from the obligations contained in this Section 12.2.

§ 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 by express written notice to the Contractor instead of requiring its removal and correction, in which case the Contract Sum will be reduced by deductive Change Order, 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 State of Illinois without regard for conflict of law principles.

§ 13.1.1 Contractor and each Subcontractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/2-101 *et seq.*, and Contractor and each Subcontractor hereby certifies that he / she / it has and will maintain at all times during the term of this agreement a written sexual harassment policy in accordance with 775 ILCS 5/2-105(A)(4).

§ 13.1.2 Contractor and each Subcontractor hereby certifies pursuant to Section 33E-11 of the Illinois Criminal Code that he / she / it is not barred from bidding on, or contracting in connection with, the Project as a result of a conviction for either bid-rigging or bid rotating under Section 33E-3 or 33E-4 of the Criminal Code.

§ 13.1.3 The Contractor and each Subcontractor hereby certifies that he / she / it will provide a drug free workplace in compliance Section 3 of the Drug Free Workplace Act, 30 ILCS 580/3.

§ 13.1.4 At least once per month prior to final completion of the Work, the Contractor and each Subcontractor shall submit to the Owner certified payrolls in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5.

§ 13.1.4 Upon the Owner's request, any employee of the Contractor and any employee of any Subcontractor or other supplier or vendor shall submit state-issued identification documents (e.g. driver's license, state identification card, etc.) or other documents to the Owner and provide the necessary consents so that the Owner may obtain a criminal background check of the employee. No person who fails or refuses to produce such documents may work on the Project at the Project site. Alternatively, the Owner reserves the right to direct the Contractor, at any time during the Project, to immediately obtain criminal background checks of Contractor's or Subcontractor's employees. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no additional cost to Owner. If in the Owner's sole discretion objectionable information regarding any employee is discovered in the background check, whether performed by Owner or Contractor, such person shall not be allowed to work on the Project at the Project site. The Owner may request new background checks of any employee at any time.

§ 13.1.5 This Contract is subject to and shall be construed in accordance with all provisions of law applicable to the Work and the Project. All applicable rules of law shall prevail over any conflicting provision contained in any of the Contract Documents.

§ 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. Contractor shall not assign the Contract in whole or in part without written consent of the Owner.

§ 13.2.2 The Contract Documents and these A201 General Conditions provide the rights and obligations by and between Owner, Architect, and Contractor. There are no other beneficiaries to the Contract.

§ 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, without markup by the Architect or Contractor, 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 and without markup by the Architect or Contractor.

§ 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 only in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

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 90 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 Reserved.

§ 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. However, in no event shall Contractor be entitled to overhead and profit on Work not executed, or 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 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 Contract Documents and/or the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of a material breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, 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, written 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, including reasonable attorneys' fees, 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 upon demand.

§ 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 equitably adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. 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;
- .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; and
- .4 Immediately assign to the Owner any sub-contractual assignments requested by the Owner pursuant to Section 5.4.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed. However, in no event shall Contractor be entitled to overhead and profit on Work not executed, or costs incurred by reason of such termination.

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. This Section 15.1.1 does not create any conditions precedent on any cause of action the Owner may have against the Contractor.

§ 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 applicable law.

§ 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 the Contractor 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 Contractor 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 If the Owner and Contractor agree with the Initial Decision Maker's decision, the Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision. In the event of such agreement, 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, and timely notice is a condition precedent to any recovery or relief by Contractor on such 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, and such notice is a condition precedent to any recovery or relief by Contractor on such Claim. 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.

(Paragraphs deleted)

§ 15.1.7 Reserved.

§ 15.2 Initial Decision

§ 15.2.0 As used in this Section 15.2 and its subparts, "Claims" refers only to Claims by the Contractor, and does not include Claims by the Owner.

§ 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 arbitration or litigation, as the case may be, of any Claim initiated by Contractor and arising prior to the date final payment is due. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the Contractor may commence litigation without a decision having been rendered, and such litigation shall be subject to the Owner's right to elect arbitration as provided in Section 15.4.1. 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 not be binding.

(Paragraphs deleted)

§ 15.2.7 Reserved.

§ 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 Reserved.

(Paragraphs deleted)

ARTICLE 15: CRIMINAL BACKGROUND CHECKS

Contractor understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Contractor further understands and acknowledges that the State of Illinois requires that all employees of vendors, licensees, contractors or others having direct, daily contact with students are subject to a criminal background check and may not be listed on the Statewide Sex Offender Database or the Statewide Murderer and Violent Offender Against Youth Database. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Contractor agrees to provide the district, at Contractor's own cost, with the following:

- (1). Evidence that each employee, agent, contractor or other person performing work on school property under this Agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Databases; and said persons have no criminal convictions for the offenses referenced in 105 ILCS 5/10-21.9, or listed under 105 ILCS 5/21B-80;
- (2). The Contractor will coordinate and cooperate with the Owner to provide results of the criminal background checks conducted on each such person.

In the event the Contractor plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its Agreement with the District then in that event Contractor will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event the Contractor fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Contractor, or caused by an employee of a subcontractor to the Contractor, then in that event the Contractor agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Owner, its officers, members, agents, and employees against any such claims, to the fullest extent of the law.

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work under other contracts.
 - 4. Owner-furnished products.
 - 5. Use of premises.
 - 6. Owner's occupancy requirements.
 - 7. Work restrictions.
 - 8. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: 2023.082 – STEAM Classroom Remodeling
 - 1. Project Locations:

Johnson Elementary School
1934 Liberty Street, Aurora, IL 60502
- B. Owner: East Aurora School District 131

Owner's Representative: Steve Megazzini & Mike Engel:
310 Seminary Avenue
Aurora, Illinois 60505

- C. Architect: DLA Architects, Ltd.
2 Pierce Place, Suite 1300
Itasca, IL 60143

- D. The Work consists of the following:

- 1. The project involves work at Johnson Elementary School. The work in general includes, but is not limited to, remodeling of existing classrooms to create STEAM classrooms, replacement of flooring, casework, ceilings, and lighting including all associated demolition, electrical, and plumbing work. Work is to be awarded as a single contract.

1.4 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Owner will award separate contract(s) for asbestos abatement within the areas of work. Those operations will be conducted simultaneously with work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.5 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated. The Work includes installation of said products.
 - 1. Owner-Furnished Products:
 - a. Refrigerators.
 - b. Paper towel dispensers.
 - c. Science drying racks.
 - d. Goggle cabinet (relocate existing).

1.6 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations, including limited use of Project site during construction period.
- B. Use of Site: Limit use of premises to work in areas indicated in plans. Do not disturb portions of Project site beyond areas in which the Work is indicated. Coordinate exact staging and parking areas with Owner.
 - 1. Owner Occupancy: Allow for Owner occupancy of Project site **and use by the public.**

2. Driveways and Entrances: Keep driveways indicated, **loading areas**, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- D. Restore all damaged areas to their original condition.
- E. Lock vehicles and construction equipment when parked and unattended to prevent unauthorized use. Do not leave such vehicles unattended with the motor running or the ignition key in place.
- F. Smoking or open fire will not be permitted on the site.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than **72** hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.

3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 6:00 a.m. to 9:00 p.m., Monday through Friday, except otherwise indicated.
 1. Weekend Hours: 8:00 a.m. to 6:00 p.m. as scheduled with Owner.
 2. Hours for Utility Shutdowns: Not without notice to Owner.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
- C. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.

1.9 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.10 MISCELLANEOUS PROVISIONS

- A. GENERAL: Under no circumstance shall any contractor install or furnish to the project site products containing asbestos. Failure to comply with the provision shall required said Contractor to fully remove asbestos product in a safe and legal manner and reinstall, at his own expense, new non-asbestos product. Further he shall become liable for any personal liability that results and hold harmless the Owner and Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Contingency allowances.
 - 2. Quantity allowances.
- C. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
 - 2. Division 01 Section "Unit Prices" for procedures for using unit prices.
 - 3. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight and delivery to the Project site.
- B. Contractor's cost for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered

by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.8 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

- 1. If requested by Architect, prepare unused material for storage by Owner. If directed by Architect, deliver unused material to Owner's storage space.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Include in the base bid a \$20,000 (Twenty Thousand Dollar) contingency allowance to be used at the discretion of the Owner.
- B. Allowance No. 2: Include in the base bid a quantity allowance of 2,000 square feet of moisture management system over existing concrete slabs. At project closeout, credit unused allowance to Owner to be determined by Unit Price No. 5.

... END OF SECTION 012100

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1

1. Description: Remove existing floor finish and provide and install specified luxury vinyl tile floor finish (LVT-1) including specified, required floor build-up/prep.
2. Unit of Measurement: Square Foot

B. Unit Price No. 2

1. Description: Provide and install lay-in ceiling system APC-1.
2. Unit of Measurement: Square Foot

C. Unit Price No. 3

1. Description: Remove existing floor finish and provide and install specified resilient sheet floor finish (RF-1, RF-2, RF-3, or RF-4) including specified, required floor build-up/prep.
2. Unit of Measurement: Square Foot

D. Unit Price No. 4

1. Description: Provide and install wallcovering WC-1 including all substrate preparation.
2. Unit of Measurement: Square Foot

E. Unit Price No. 5

1. Description: Provide moisture management system over existing concrete slabs per specifications.
2. Unit of Measurement: SF

F. Unit Price No. 6

1. Description: Provide and install wallcovering WC-2 including all substrate preparation.
2. Unit of Measurement: Square Foot

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

Alternate No. 1: Provide all materials and labor required to complete all work shown in Classrooms 301, 301, and 311.

Alternate No. 2: Provide all materials and labor required to complete all work shown in Teachers' Lounge 107.

Alternate No. 3: Provide all materials and labor required to complete all ceiling/lighting work shown in Corridor 4.

Alternate No. 4: Provide all materials and labor required to complete all work shown in Reception 101/Corridor 3.

END OF SECTION 012300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
 - 2. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
 - 3. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form provided by Architect.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedural requirements governing handling and processing of allowances.
 - 2. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 3. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Division 01 Section "Closeout Procedures" for administrative procedures for closeout requirements.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.

2. Submit the Schedule of Values to Architect **at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment and no later than 21 days after Letter of Intent is issued.**
 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Original Contract Sum must be reflected in the updated Schedule to illustrate change.

1.5 APPLICATIONS FOR PAYMENT

- A. Certified Payroll Statements: Refer to Section 012901 Prevailing Wage Act and Certified Payroll Submission.
- B. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- C. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- D. Payment Application Forms: Use **AIA Document G702 and AIA Document G703 Continuation Sheets** as form for Applications for Payment.

- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
 16. Initial settlement survey and damage report if required.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements. **Final payment will NOT be processed until all closeout documentation has been submitted.**
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 012901 – PREVAILING WAGE ACT AND CERTIFIED PAYROLL SUBMISSION

PART 1 - GENERAL

1.1 PREVAILING WAGE LAWS

- A. For the entire duration of this work under the contract, the Contractor shall conform to the federal and state statutes relating to the payment of prevailing wages and to all valid rules and regulations now or hereafter issued pursuant thereto, that are cited in Article 1.11, "Wage Payment and Equal Employment Opportunity," of the Department of Labor. The contractor and all subcontractors shall pay the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Department of Labor for the Illinois county for each craft or type of worker needed to execute the contract or to perform such work cited in the "Illinois Prevailing Wage Act" (Ill. Rev. Stat., 1987 Ch. 48, Sections 39s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990, and 820 ILC 130/5).
- B. If, during the course of work under this contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract Sum.
- C. Regardless of whether Owner gives such notice of any change in the prevailing rate of wages, the revised prevailing rate of wages shall apply to the Contract and contractor shall have the sole responsibility and duty to pay, and ensure that all subcontractors pay, the revised prevailing rate of wages to each person to whom a revised rate is applicable, revision of the prevailing wages shall not result in an increase in the Contract Sum or other cost to Owner. Contractor shall indemnify, defend and hold Owner harmless from any loss, including but not limited to, Owner's attorneys' fees, resulting from contractor's failure to comply with this prevailing wage clause. All bonds applicable to the Contract shall include such provision as will guarantee the faithful performance of the obligation to pay the prevailing rate of wages.

1.2 MINIMUM WAGES

- A. All laborers and workers employed or working upon the site of the work, shall be paid unconditionally and not less often than twice monthly, and without subsequent deduction or rebate (except for such payroll deductions as the law may permit), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those in accordance with the Illinois Department of Labor, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and workers. Apprentices, trainees and helpers may, in compliance with applicable regulations, be paid at an apprentice rate, but otherwise must be compensated at no less than prevailing wage rates.

1.3 PREVAILING WAGE

- A. Contractor shall pay the current prevailing wage rate as published by the Illinois Department of Labor.

1.4 CERTIFIED PAYROLL REPORTING

- A. All contractors must submit certified payroll documents for each project to IDOL prevailing wage portal listed below.

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>

PART 2 - PRODUCTS (Not used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 012901

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit two opaque copies of each submittal. Architect will return one copy.
 - a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 1. Include special personnel required for coordination of operations with other contractors.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.

- h. Procedures for processing Applications for Payment.
- i. Distribution of the Contract Documents.
- j. Submittal procedures.
- k. Preparation of Record Documents.
- l. Use of the premises **and existing building**.
- m. Work restrictions.
- n. Owner's occupancy requirements.
- o. Responsibility for temporary facilities and controls.
- p. Construction waste management and recycling.
- q. Parking availability.
- r. Office, work, and storage areas.
- s. Equipment deliveries and priorities.
- t. First aid.
- u. Security.
- v. Progress cleaning.
- w. Working hours.

3. Minutes: Record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

- a. The Contract Documents.
- b. Options.
- c. Related RFIs.
- d. Related Change Orders.
- e. Purchases.
- f. Deliveries.
- g. Submittals.
- h. Review of mockups.
- i. Possible conflicts.
- j. Compatibility problems.
- k. Time schedules.
- l. Weather limitations.
- m. Manufacturer's written recommendations.
- n. Warranty requirements.
- o. Compatibility of materials.
- p. Acceptability of substrates.

- q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.

- 2) Sequence of operations.
- 3) Status of submittals.
- 4) Deliveries.
- 5) Off-site fabrication.
- 6) Access.
- 7) Site utilization.
- 8) Temporary facilities and controls.
- 9) Work hours.
- 10) Hazards and risks.
- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Status of correction of deficient items.
- 14) Field observations.
- 15) RFIs.
- 16) Status of proposal requests.
- 17) Pending changes.
- 18) Status of Change Orders.
- 19) Pending claims and disputes.
- 20) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Architect.

5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs:

1. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
 - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 4. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 5. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 6. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 7. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
 - 8. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal.
- C. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately **6 by 8 inches** on label or beside title block to record Contractor's review and approval markings and action taken by Architect. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.

- f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- D. Deviations: Encircle or otherwise specifically identify deviations from the Contract Documents on submittals.
- E. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 - 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
- 1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
 - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those

requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "Reviewed" or "Reviewed as Noted".
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. An electronic version of plans in the form of AutoCad 2018 files will be made available for the Contractor's use upon signing an Agreement Letter. An electronic version of details is not available for the Contractor's use.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Submit electronic submittals directly to extranet specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.

- o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches** but no larger than **30 by 40 inches**.
 - 3. Number of Copies: Submit two opaque (bond) copies of each submittal. Architect will return one copy.
 - 4. Number of Copies: Submit three opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.
 4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- F. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 1. Name, address, and telephone number of entity performing subcontract or supplying products.

2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- L. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with

requirements specified in Division 01 Section "Operation and Maintenance Data."

- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- U. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each

submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. "Reviewed", "Reviewed as Noted", "Resubmit" or "Rejected".
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for testing and inspecting allowances.
 - 2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.

- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Payment for these services will be made by the Owner to the testing agency.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Reviewed": When used to convey Architect's action on Contractor's submittals, applications, and requests, "reviewed" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
FED-STD	Federal Standard (See FS)	
FS	Federal Specification	(215) 697-6257
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IBC International Building Code

IAPMO International Association of Plumbing & Mechanical Officials (909) 472-4100
www.iapmo.org

ICBO International Conference of Building Officials
(See ICC)

ICBO ES ICBO Evaluation Service, Inc.
(See ICC-ES)

ICC International Code Council (888) 422-7233
www.iccsafe.org (703) 931-4533

ICC-ES ICC Evaluation Service, Inc. (800) 423-6587
www.icc-es.org (562) 699-0543

SBCCI Southern Building Code Congress International, Inc.
(See ICC)

- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CPSC Consumer Product Safety Commission (800) 638-2772
www.cpsc.gov (301) 504-7923

DOC Department of Commerce (202) 482-2000
www.commerce.gov

DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PHS	Office of Public Health and Science www.osophs.dhhs.gov/ophs	(202) 690-7694
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 01 Section "Execution" for progress cleaning requirements.
 - 4. Divisions 02 through 49 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

- C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Lumber and Plywood: Comply with requirements in Division 06 Section
- B. Gypsum Board: Minimum **1/2 inch** thick by **48 inches** wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.
- C. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- D. Paint: Comply with requirements in Division 09 painting Sections.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. The Contractor shall be responsible for obtaining, fueling and maintaining a temporary generator to be used to run critical building systems during the time of utility shutdown and changeover. Coordinate temporary generator location with Owner.
 - 2. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity/temperatures or low temperatures. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- E. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- G. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.
1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine and computer in each field office.
 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - g. Principal subcontractors' field and home offices.
 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- H. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.
1. Provide DSL in primary field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Use designated areas of Owner's existing site areas for construction personnel.
- C. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
1. Provide temporary, directional signs for construction personnel and visitors.
 2. Maintain and touchup signs so they are legible at all times.

- D. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- C. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

- F. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
 2. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
 - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
 3. Insulate partitions to provide noise protection to occupied areas.
 4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
 5. Protect air-handling equipment.
 6. Weather strip openings.
 7. Provide walk-off mats at each entrance through temporary partition.
- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Prohibit smoking in construction areas.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "Alternates" for products selected under an alternate.
 - 3. Division 01 Section "References" for applicable industry standards for products specified.
 - 4. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 5. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
- B. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical

properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

- C. Substitution Requests: No product or manufacturer substitutions will be considered unless initiated by the Architect.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
3. Initial Submittal: Within 30 days after letter of intent, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
4. Completed List: Within 45 days after letter of intent is issued, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system.
6. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other specified manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the Basis of Design product.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will

select color, pattern, density, or texture from manufacturer's product line that does not include premium items.

- b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Lay out the Work using accepted surveying practices.
 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 3. Inform installers of lines and levels to which they must comply.
 4. Check the location, level and plumb, of every major element as the Work progresses.
 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain permanent benchmarks on Project site as required for the construction of the Project, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey

showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of **8 feet** in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation,

comply with qualification requirements in Division 01 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 01 Section "Selective Structure Demolition" for demolition of selected portions of the building.
 - 2. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.

5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include, but are not limited to, the following:
 1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-suppression systems.
 4. Mechanical systems piping and ducts.
 5. Control systems.
 6. Communication systems.
 7. Conveying systems.
 8. Electrical wiring systems.
 9. Operating systems of special construction in Division 13 Sections.
 10. Water supply systems
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
 1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Exterior curtain-wall construction.
 4. Equipment supports.
 5. Piping, ductwork, vessels, and equipment.
 6. Noise- and vibration-control elements and systems.

- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.

- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Subsequent reinspections, if required, will be invoiced to the Owner who will, in turn, deduct the amount from the Contractor's outstanding balance by Change Order thereby reducing the Contract amount.
 3. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."

2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Subsequent reinspections, if required for final completion, will be invoiced to the Owner who will, in turn, deduct the amount from the Contractor's outstanding balance by Change Order thereby reducing the Contract amount.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Remove snow and ice to provide safe access to building.
- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Replace parts subject to unusual operating conditions.

- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials and finishes, systems and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation

and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.

- B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address, and telephone number of Contractor.
 6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold **8-1/2-by-11-inch** paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or

name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of

Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.

6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 1. Standard printed maintenance instructions and bulletins.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017836 - WARRANTY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes contractor labor and workmanship warranty requirements.
- B. Related Sections include the following:
 - 1. Divisions 02 through 49 Sections for specific product manufacturer warranty requirements for the Work in those Sections.

1.3 LABOR AND WORKMANSHIP WARRANTY

- A. 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.
 - 1. Warranty Period: Two Years beginning from the date of Substantial Completion.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017836

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 01 Section "Execution" for work related to closeout procedures.
 - 2. Division 01 Section "Closeout Procedures" for general closeout procedures
 - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 4. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit for review on or before Substantial Completion one set of marked-up Record Prints depicting all work in place to date. Architect / Engineer will initial and date each drawing sheet and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return one set of drawings and prints for organizing into sets, printing, binding, and final submittal.
 - a. Final Submittal: Submit on or before Final Completion one set of marked-up Record Prints, 2 USB storage devices containing

scanned PDF images of Record Prints, and two copies printed from PDF images. Print each Drawing, whether or not changes and additional information were recorded.

- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications on 2 USB storage devices, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files of each Product Data submittal on 2 USB storage devices.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings. **Do not use Project Record Documents for construction purposes.**
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.

- j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
- 1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 - 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Record Mylar Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
 - 3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 - 5. Note related Change Orders and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training DVD's.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for requirements for pre-instruction conferences.
 - 2. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. At completion of training, submit one complete training manual for Owner's use.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

E. Demonstration and Training DVD's: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Date DVD was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
 1. Inspect and discuss locations and other facilities required for instruction.
 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 3. Review required content of instruction.
 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections Division 02 through 33, and as follows:
 - 1. Fire-protection systems, including fire alarm, fire pumps and fire-extinguishing systems.
 - 2. Refrigeration systems, including chillers, cooling towers, condensers, pumps and distribution piping.
 - 3. HVAC systems, including air-handling equipment, air distribution systems and terminal equipment and devices.
 - 4. HVAC instrumentation and controls.
 - 5. Electrical service and distribution, including transformers, switchboards, panelboards, uninterruptible power supplies and motor controls.
 - 6. Lighting equipment and controls.
 - 7. Communication systems, including intercommunication, surveillance, clocks and programming, voice and data and television equipment.
 - 8. Visual audio systems, including sound systems and video displays.
 - 9. Door hardware and security systems.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.

2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.

- b. Test and inspection procedures.
- 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Instruction Meetings are to be scheduled 14 days in advance. Contractor is to submit in writing to the Owner three dates and times available for Instruction. Owner will coordinate the scheduling with the Supervisor of Building Services.

2. All Instruction Meetings shall be provided during the regular work day (7:30 am to 3:30 pm).
 3. For each Instruction Meeting, submit a training session log signed by all parties in attendance, certifying that the training has been satisfactorily completed.
- C. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING DVD's

- A. General: Engage a qualified commercial photographer to record demonstration and training DVD's. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.

END OF SECTION 017900

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure as indicated AND AS REQUIRED TO FACILITATE NEW WORK.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for use of premises and Owner-occupancy requirements.
 - 2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 3. Division 01 Section "Cutting and Patching" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Items the Owner wishes to keep or salvage that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.
 - 1. Coordinate with Owner who will establish special procedures for removal and salvage.

1.5 SUBMITTALS

- A. Qualification Data: For demolition firm.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Locations of proposed dust- and noise-control temporary partitions and means of egress.
 - 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 - 7. Means of protection for items to remain and items in path of waste removal from building.
- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- D. Predemolition Photographs or Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition Conference: Conduct conference with the Owner and Construction Manager at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
 - 1. Comply with requirements specified in Division 01 Section "Summary."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Asbestos Containing Materials (ACM): ACM will be removed prior to the work starting or in phases concurrent with the actual work. This will be done under separate contracts. Coordination with the phasing and schedule of the work will be required.
 - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs and/or preconstruction videotapes.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Arrange to shut off indicated utilities with utility companies.
 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or

collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on-site designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber.
 - 2. Fire-Retardant-Treated Lumber and Plywood
 - 3. Wood blocking and nailers.
 - 4. Wood furring.
 - 5. Wood sleepers.
 - 6. Plywood backing panels.
- B. Related Sections include the following:
 - 1. Division 06 Section "Interior Finish Carpentry" for finish plywood panels, finish hardwood trim, and finish hardwood wall base.

1.3 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NHLA: National Hardwood Lumber Association.
 - 3. NLGA: National Lumber Grades Authority.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPAA: Western Wood Products Association.

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
 3. For fire-retardant treatments specified to be High-Temperature (HT) type include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
1. Preservative-treated wood.
 2. Fire-retardant-treated wood.
 3. Power-driven fasteners.
 4. Powder-actuated fasteners.
 5. Expansion anchors.
 6. Metal framing anchors.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.
- B. Deliver interior wood materials that are to be exposed to view only after building is enclosed and weatherproof, wet work other than painting is dry, and HVAC system is operating and maintaining temperature and humidity at occupancy levels.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
 - 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 4. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPAC2.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction.
 - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
 - 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.

4. Wood framing members that are less than 18 inches above the ground in crawl spaces or unexcavated areas.
5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Comply with performance requirements in AWPAC20 (lumber) and AWPAC27 (plywood).
 1. Use treatment that does not promote corrosion of metal fasteners.
 2. Use Exterior type for exterior locations and where indicated.
 3. Use Interior Type A, High Temperature (HT) for enclosed roof framing, framing in attic spaces, and where indicated.
 4. Use Interior Type A, unless otherwise indicated.
- B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
- C. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
- D. Application: Treat items indicated on Drawings, and the following (in main school buildings only – does not apply to accessory concessions and storage buildings):
 1. Concealed blocking.
 2. Plywood backing panels.

2.4 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 15 percent 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness.
- B. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any species.
- C. Other Framing: Construction or No. 2 grade and any of the following species:
 1. Hem-fir (north); NLGA.
 2. Southern pine; SPIB.
 3. Douglas fir-larch; WCLIB or WWPA.
 4. Douglas fir-south; WWPA.

5. Hem-fir; WCLIB or WWPA.
6. Douglas fir-larch (north); NLGA.
7. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 1. Blocking.
 2. Nailers.
 3. Furring.
 4. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of any species.
- C. For exposed boards, provide lumber with 15 percent maximum moisture content and the following species and grades:
 1. Eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium or 2 Common (Sterling) grade; NeLMA, NLGA, WCLIB, or WWPA.
- D. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
 1. Mixed southern pine, No. 2 grade; SPIB.
 2. Hem-fir or hem-fir (north), Construction or 2 Common grade; NLGA, WCLIB, or WWPA.
 3. Spruce-pine-fir (south) or spruce-pine-fir, Construction or 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 4. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.
- E. For blocking not used for attachment of other construction Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- F. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- G. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.6 PLYWOOD BACKING PANELS

- A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Lag Bolts: ASME B18.2.1.
- G. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.8 METAL FRAMING ANCHORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cleveland Steel Specialty Co.
2. Harlen Metal Products, Inc.
3. KC Metals Products, Inc.
4. Simpson Strong-Tie Co., Inc.
5. Southeastern Metals Manufacturing Co., Inc.
6. USP Structural Connectors.

2.9 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Where wood-preserved-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- C. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- D. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.
- E. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- F. Do not splice structural members between supports, unless otherwise indicated.
- G. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.

- H. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
 2. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet o.c.
- I. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- J. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
1. Use inorganic boron for items that are continuously protected from liquid water.
 2. Use copper naphthenate for items not continuously protected from liquid water.
- K. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
1. NES NER-272 for power-driven fasteners.
 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's Uniform Building Code.
 4. Table 2305.2, "Fastening Schedule," in BOCA's BOCA National Building Code.
 5. Table 2306.1, "Fastening Schedule," in SBCCI's Standard Building Code.
 6. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 7. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in ICC's International One- and Two-Family Dwelling Code.
- L. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

3.2 WOOD GROUND, SLEEPER, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 WOOD FURRING INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal- size furring at 24 inches o.c.
- C. Furring to Receive Gypsum Board: Install 1-by-2-inch nominal- size furring vertically at 16 inches o.c.

3.4 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 078413 – PENETRATION FIRESTOPPING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

1. This Section includes firestopping for the following:
 - a. Penetrations through fire-resistance-rated, walls and partitions including both empty openings and openings containing cables, pipes, ducts, conduits, and other penetrating items.
 - b. Sealant joints in fire-resistance-rated construction.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

1. General: Provide firestopping systems that are produced and installed to resist the spread of fire, according to requirements indicated, and the passage of smoke and other gases.

1.4 SUBMITTALS

1. General: Submit the following according to Conditions of Contract and Division 1 Specification Sections.
2. Product data for each type of product specified.
 - a. Certification by firestopping manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs) are not asbestos containing building materials, and are nontoxic to building occupants.
 - b. Shop drawings detailing materials, installation methods, and relationships to adjoining construction for each through-penetration firestop system, and each kind of construction condition penetrated and kind of penetrating item. Include firestop design designation of qualified testing and inspecting agency evidencing compliance with requirements for each condition indicated.
1. Submit documentation, including illustrations, from a qualified testing and inspecting agency that is applicable to each through-penetration firestop configuration for construction and penetrating items.

- c. Product certificates signed by manufacturers of firestopping products certifying that their products comply with specified requirements.
- d. Product test reports from, and based on tests performed by, a qualified testing and inspecting agency evidencing compliance of firestopping with requirements based on comprehensive testing of current products.

1.5 QUALITY ASSURANCE

1. Fire-Test-Response Characteristics: Provide firestopping that complies with the following requirements and those specified under the "System Performance Requirements" article:
 - a. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL, Warnock Hersey, or another agency performing testing and follow-up inspection services for firestop systems that is acceptable to authorities having jurisdiction.
 - b. Through-penetration firestop systems are identical to those tested per ASTM E 814 under conditions where positive furnace pressure differential of at least 0.01 inch of water is maintained at a distance of 0.78 inch below the fill materials surrounding the penetrating items in the test assembly. Provide rated systems complying with the following requirements:
 1. Through-penetration firestop system products bear classification marking of qualified testing and inspecting agency.
 2. Through-penetration firestop systems correspond to those indicated by reference to through-penetration firestop system designations listed by UL in their "Fire Resistance Directory," by Warnock Hersey, or by another qualified testing and inspecting agency.
 - c. Fire-resistive joint sealant systems are identical to those tested for fire-response characteristics per ASTM E 119 under conditions where the positive furnace pressure differential is at least 0.01 inch of water, as measured 0.78 inch from the face exposed to furnace fire. Provide systems complying with the following requirements:
 - d. Fire-Resistance Ratings of Joint Sealants: As indicated by reference to design designations listed by UL in their "Fire Resistance Directory" or by another qualified testing and inspecting agency.
 - e. Joint sealants, including backing materials, bear classification marking of qualified testing and inspection agency.
2. Installer Qualifications: Engage an experienced Installer who is certified, licensed, or otherwise qualified by the firestopping manufacturer as having the necessary experience, staff, and training to install manufacturer's products per

specified requirements. A manufacturer's willingness to sell its firestopping products to the Contractor or to an Installer engaged by the Contractor does not in itself confer qualification on the buyer.

3. Single-Source Responsibility: Obtain through-penetration firestop systems for each kind of penetration and construction condition indicated from a single manufacturer.
4. Provide firestopping products containing no asbestos containing building material.
5. Coordinating Work: Coordinate construction of openings and penetrating items to ensure that designated through-penetration firestop systems are installed per specified requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

1. Deliver firestopping products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer; date of manufacture; lot number; shelf life, if applicable; qualified testing and inspecting agency's classification marking applicable to Project; curing time; and mixing instructions for multicomponent materials.
2. Store and handle firestopping materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.7 PROJECT CONDITIONS

1. Environmental Conditions: Do not install firestopping when ambient or substrate temperatures are outside limits permitted by firestopping manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
2. Ventilation: Ventilate firestopping per firestopping manufacturers' instructions by natural means or, where this is inadequate, forced air circulation.

PART 2 PRODUCTS

2.1 FIRESTOPPING, GENERAL

1. Compatibility: Provide firestopping composed of components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating the firestopping under conditions of service and application, as demonstrated by firestopping manufacturer based on testing and field

experience.

2. Accessories: Provide components for each firestopping system that are needed to install fill materials and to comply with "System Performance Requirements" article in Part 1. Use only components specified by the firestopping manufacturer and approved by the qualified testing and inspecting agency for the designated fire-resistance-rated systems.

2.2 MANUFACTURER'S

1. Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:
 - a. Hilti Construction Chemical, Inc.
2. Use only firestop products that have been UL 1479 or ASTM E 814 tested for the specific fire-rated construction conditions being firestopped, conforming to construction assembly type, penetrating item size and type, annular space requirements, and fire-rating involved for each distinct application.
3. For penetrations by non-combustible items including steel pipe, copper pipe, rigid steel conduit and electrical metallic tubing (EMT), the following materials are acceptable: Hilti CP 601S Elastomeric Firestop Sealant and Hilti FS One High Performance Firestop Sealant.
4. For fire-rated construction joints or other gaps, the following material is acceptable: Hilti CP 601S Elastomeric Firestop Sealant.
5. For penetrations by plastic pipe, the following materials are acceptable: Hilti CP 643N and CP 644 Firestop Collars and HILTI FS One Intumescent Firestop Sealant.
6. For penetrations by combustible items (penetrants consumed by high heat and flame) including insulated metal pipe, PVC jacketed, flexible cable or cable bundles the following materials is acceptable: Hilti FS One Intumescent Firestop Sealant.
7. For large size or complex penetrations made to accommodate multiple steel and copper pipes, electrical busways and raceways, etc., the following material is acceptable: Hilti CP 637 Trowelable Firestop Compound.
8. Provide a firestop system with an "F" rating as determined by UL 1479 or ASTM E 814 which is equal or higher than the "T" rating of construction being penetrated. Through penetration firestop systems shall have an F rating and a T rating of not less than 1 hour but not less than the required rating of the assembly

penetrated. Refer to governing regulations for applicable exceptions.

PART 3 EXECUTION

3.1 EXAMINATION

1. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of firestopping. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

1. Surface Cleaning: Clean out openings and joints immediately prior to installing firestopping to comply with recommendations of firestopping manufacturer and the following requirements:
 - a. Remove all foreign materials from surfaces of opening and joint substrates and from penetrating items that could interfere with adhesion of firestopping.
 - b. Clean opening and joint substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with firestopping. Remove loose particles remaining from cleaning operation.
 - c. Remove latence and form release agents from concrete.
2. Priming: Prime substrates where recommended by firestopping manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
3. Masking Tape: Use masking tape to prevent firestopping from contacting adjoining surfaces that will remain exposed upon completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestopping materials. Remove tape as soon as it is possible to do so without disturbing firestopping's seal with substrates.

3.3 INSTALLING THROUGH-PENETRATION FIRESTOPS

1. General: Comply with the "System Performance Requirements" article in Part 1 and the through-penetration firestop manufacturer's installation instructions and drawings pertaining to products and applications indicated.
2. Install forming/damming materials and other accessories of types required to support fill materials during their application and in the position needed to produce the cross-sectional shapes and depths required to achieve fire ratings of

designated through-penetration firestop systems. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.

3. Install fill materials for through-penetration firestop systems by proven techniques to produce the following results:
 - a. Completely fill voids and cavities formed by openings, forming materials, accessories, and penetrating items.
 - b. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - c. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 FIELD QUALITY CONTROL

1. Do not proceed to enclose firestopping with other construction until reports of examinations are issued.
2. Where deficiencies are found, immediately repair or replace firestopping so that it complies with requirements.
3. Install firestopping in accordance with manufacturer's instructions. Refer to U.L., Fire Resistance Directory for firestopping system details.

3.5 CLEANING

1. Clean off excess fill materials and sealants adjacent to openings and joints as work progresses by methods and with cleaning materials approved by manufacturers of firestopping products and of products in which opening and joints occur.
2. Protect firestopping during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated firestopping immediately and install new materials to produce firestopping complying with specified requirements.

END OF SECTION 078413

SECTION - 079000 JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Latex joint sealants.
3. Preformed joint sealants.
4. Urethane joint sealants.
5. Elastomeric joint sealants,
6. Joint backer materials and accessories needed to ensure a complete and durable weather tight seal at all locations indicated.

1.2 SUBMITTALS

A. Comply with pertinent provisions of Section 013300.

B. Product data:

1. Materials list of items proposed to be provided under this Section.
2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
3. Shop Drawings or catalog illustrations in sufficient detail to show installation and interface of the work of this Section with the work of adjacent trades.
4. Manufacturer's current recommended installation procedures which, when reviewed by Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.
5. Written documentation of applicator's qualifications, including reference projects of similar scope and complexity, with current phone contacts of architects and owners for verification.
6. Certifications from sealant manufacturer that their products are suitable for the use indicated and comply with specification requirements.
7. Report from sealant applicator summarizing results of pre-construction field adhesion testing.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.
- B. Applicator qualifications:
 - 1. Applicator shall have at least three years experience in installing materials of types specified and shall have successfully completed at least three projects of similar scope and complexity.
 - 2. Applicator shall designate a single individual as project foreman who shall be on site at all times during installation.
 - 3. Bidding contractor must have a letter of certification from the sealant manufacturer stating the bidding contractor is an approved applicator of the sealant. This letter must be submitted with the bid.
 - 4. Bidding contractor must complete and include with their bid the qualification form at the end of this section.
- C. Single source responsibility for joint sealants:
 - 1. Obtain joint sealants from single manufacturer for each different product required ensuring compatibility.
 - 2. Manufacturer shall instruct applicator in procedures for intersecting sealants.
- D. Perform work in accord with ASTM C-1193 guidelines except where more stringent requirements are indicated or specified.
- E. Pre-construction compatibility (ASTM C-1087) and adhesion testing (ASTM C-794):
 - 1. Submit to joint sealant manufacturer samples of actual materials that will contact or affect their joint sealants in the Work for compatibility and adhesion testing.
 - 2. This testing will not be required where sealant manufacturer is able to furnish data acceptable to Architect based on previous testing for adhesion and compatibility to materials matching those of the Work.
- F. Pre-construction field adhesion testing:
 - 1. In jobsite field samples prior to general installation, conduct field-tests for adhesion of joint sealants to actual joint substrates using proposed joint preparation methods recommended by manufacturer.
 - 2. Conduct tests for each type of sealant and substrate.
 - 3. Locate field-test joints where inconspicuous or as approved by Architect.
 - a. Include areas typical of those requiring removal of existing sealants and utilize methods proposed for sealant removal that have been pre-approved by Architect.

4. Test method: Use manufacturer's standard field adhesion test methods and methods proposed for joint preparation to verify proper priming and joint preparation techniques required to obtain optimum adhesion of joint sealants to joint substrate.
 5. Evaluate and report results of field adhesion testing.
 6. Do not use joint preparation methods or sealants that produce less than satisfactory adhesion to joint substrates during testing.
 7. Test must be conducted in accordance to ASTM C-1193 Appendix A (Test Method to Determine Sealant and Adhesion Characteristics in Situation (Method A). Sealant manufacturer must be present during sealant mock-up install and during actual field test after proper cure of sealant. All test reports MUST be submitted prior to the start of the sealant installation.
- G. Standard of acceptance:
1. Joints installed during pre-construction field adhesion testing that are accepted by Architect shall be retained as standard of acceptability and incorporated into Work of that area during general installation.
 2. At least one such standard of minimum 5 feet in length shall be established for each type of sealant and substrate.
- H. Schedule applications of waterproofing water repellents and preservative finishes after sealant installation unless sealant manufacturer approves otherwise in writing. Ensure that installed sealant is allowed to cure sufficiently prior to subsequent applications.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver the materials to the job site in the manufacturer's unopened containers with all labels intact and legible at time of use.
- B. Store materials in accord with manufacturer's recommendations with proper precautions to ensure fitness of material when installed.
- C. Comply with pertinent provisions of Section 01660.

1.5 SUBSTRATE CONDITIONS

- A. General:
 1. Provide joints properly dimensioned to receive the approved sealant system.

2. Provide joint surfaces that are clean, dry, sound and free of voids, deformations, protrusions and contaminants that may inhibit application or performance of the joint sealant.
3. Where expansion joints having preformed joint fillers are scheduled to be sealed, provide a reservoir to accept the sealant such as by a molded breakaway joint cap or a removable block out. Apply sealant prior to liquid applied sealer when necessary.

1.6 WARRANTY

- A. Deliver to the Architect signed copies of the following written warranties against adhesive and cohesive failure of the sealant and against infiltration of water and air through the sealed joint for a period of 20 years from date of completion. After adhesion and compatibility testing, manufacturer will issue a 20 year weather-seal warranty. To further provide confidence that the sealant selected for this project can be expected to perform, sealant manufacture warrants that this material will provide a watertight weatherseal for a period of 20 years from the date of purchase. However, this warranty will be valid only after pre-job testing to confirm adhesion and compatibility has been completed and where the product is installed in conformance with our written application guidelines.

For this warranty to take affect, project details are to be provided to sealant manufacturer and a pre-job review completed and confirmed. In addition, confirmation that the installing contractor and distributor have been paid for the materials is required. Sealant manufacturer will conduct random sealant "cut out quality control tests" during installation. Sealant manufacturer will look for proper joint design, proper depth, proper backing material according to sealant manufacturers recommendation. Furthermore, sealant manufacturer reserves the right to inform the installer of any improper sealant applications and has the authority to request installer to re-install properly.

1. Manufacturer's standard warranty covering sealant materials;
2. Applicator's standard warranty covering workmanship for a period of 5 years.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Acceptable manufacturer: 1. Bondaflex. 2. Dow Corning. 3. Pecora 4. Sherwin Williams

- B. Compatibility:
 - 1. Provide joint sealants, joint fillers and accessory joint materials that are compatible with one another and with joint substrates under project conditions.
 - 2. Install joint sealants, joint fillers and related joint materials that are non-staining to visible joint surfaces and surrounding substrate surfaces.
- C. Provide colors selected by Architect from manufacturer's standard color range.

2.2 ELASTOMERIC SEALANTS

- A. Sealant Type C:
 - 1. For exterior and interior joints in horizontal and sloped traffic surfaces such as, but not limited to:
 - a. Control expansion and isolation joints in cast-in-place concrete.
 - b. Control expansion and isolation joints in structural pre-cast concrete units.
 - c. Joints between architectural pre-cast concrete paving units.
 - d. Tile control and expansion joints.
 - e. Joints between different materials listed above.
 - 2. Provide single-component or multi-component silicone sealant complying with ASTM C920, Type S or M, Grade P or NS, Class 100/50.
 - 3. Acceptable sealants
 - a. Silicone
 - 1. Single Component
 - i. Bondaflex Technologies SIL 728 NS or SIL 728 SL
 - ii. Dow Corning 888 or 890 SL
 - iii. Pecora 301 or 300

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. Applicator shall examine the areas and conditions under which work of this Section will be performed.

1. Verify conformance with manufacturer's requirements;
2. Report unsatisfactory conditions in writing to the Architect;
3. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Prepare surfaces to receive sealants in accordance with sealant manufacturer's instructions and recommendations except where more stringent requirements are indicated.
- B. Thoroughly clean joint surfaces using cleaners approved by sealant manufacturer whether primers are required or not.
 1. Remove all traces of previous sealant and joint backer by mechanical methods, such as by cutting, grinding and wire brushing, in manner not damaging to surrounding surfaces.
 2. Remove paints from joint surfaces except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer.
 3. Remove wax, oil, grease, dirt film residues, temporary protective coatings and other residues by wiping with cleaner recommended for that purpose. Use clean, white, lint-free cloths and change cloths frequently.
 4. Remove dust by blowing clean with oil-free, compressed air.
- C. Provide joint backer material uniformly to depth required by sealant manufacturer for proper joint design using a blunt instrument.
 1. Fit securely by compressing backer material 25 percent to 40 percent so no displacement occurs during tooling.
 2. Avoid stretching or twisting joint backer.
- D. Provide bond-breaker where indicated or recommended by sealant manufacturer, adhering strictly to the manufacturers installation requirements.
- E. Prime joint substrates where required.
 1. Use and apply primer according to sealant manufacturers recommendations.
 2. Confine primers to sealant bond surfaces; do not allow spillage or migration onto adjoining surfaces.
- F. Taping:
 1. Use masking tape where required to prevent sealant or primer contact with adjoining surfaces that would be permanently stained or otherwise damaged by such contact or the cleaning methods required for removal.

2. Apply tape so as not to shift readily and remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION

- A. Provide the approved sealant system where shown on the Drawings, and in strict accord with the manufacturer's recommendations as approved by the Architect.
- B. Install sealants immediately after joint preparation.
- C. Mix and apply multi-component sealants in accord with manufacturer's printed instructions.
- D. Install sealants to fill joints completely from the back, without voids or entrapped air, using proven techniques, proper nozzles and sufficient force that result in sealants directly contacting and fully wetting joint surfaces.
- E. Install sealants to uniform cross-sectional shapes with depths relative to joint widths that allow optimum sealant movement capability as recommended by sealant manufacturer.
- F. Tool sealants in manner that forces sealant against back of joint, ensures firm, full contact at joint interfaces and leaves a finish that is smooth, uniform and free of ridges, wrinkles, sags, air pockets and embedded impurities.
 1. Dry tool only, no wet tooling permitted. Any signs of wet tooling can void sealant warranty.
 2. Provide concave tooled joints unless otherwise indicated to provide flush tooling or recessed tooling.
 3. Provide recessed tooled joints where the outer face of substrate is irregular.
- G. Remove sealant from adjacent surfaces in accord with sealant and substrate manufacturer recommendations as work progresses.
- H. Protect joint sealants from contact with contaminating substances and from damages. Cut out, remove and replace contaminated or damaged sealants, immediately, so that they are without contamination or damage at time of substantial completion.
- I. Apply joint sealants prior to applying penetrating silane/silane water repellents. Joint sealants need to cure 7 days prior to application of penetrating masonry sealers.

END OF SECTION 079000

SECTION 092900 - GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Coordinate with Specification Sections:
 - 1. Division 7: "Joint Sealants"
 - 2. Division 7: "Acoustical Sealants"

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Interior gypsum wallboard.
 - 2. Non-load-bearing steel framing.
 - 3. Framing for suspended gypsum ceilings.

1.3 DEFINITIONS

- A. Gypsum Board Terminology: Refer to ASTM C 11 for definitions of terms for gypsum board assemblies not defined in this Section or in other referenced standards.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product specification and installation instructions for each type of product indicated, including other data as may be required to show compliance with these specifications.
- B. Shop Drawings: Show locations, fabrication, and installation of control joints and attachments to other units of Work.

1.5 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For gypsum board assemblies with fire-resistance ratings, provide materials and construction identical to those tested

in assembly indicated according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

- B. Do not use asbestos containing building material as defined by OSHA and EPA. Provide written documentation from the manufacturer that drywall, joint compound and joint tape materials provided are not asbestos containing building materials.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Stack gypsum panels flat to prevent sagging.
- C. Handle panels to prevent damage to edges, ends or surfaces.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturers written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PANELS, GENERAL

- A. Recycled Content: Provide gypsum panel products with recycled content such that postconsumer recycled content plus one-half of preconsumer recycled content constitutes a minimum of 20 percent by weight.

- B. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- C. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1. Steel Framing and Furring:

Dietrich Metal Framing, A Worthington Industries Company
National Gypsum Company
United States Gypsum Company
Clark Western Building Systems.

- 2. Framing for Suspended Gypsum Ceilings:

Armstrong World Industries, Inc.
United States Gypsum Co.

- 3. Gypsum Board and Related Products:

G-P Gypsum Corp.
National Gypsum Company.
United States Gypsum Co.
PABCO Gypsum

2.3 STEEL PARTITION AND SOFFIT FRAMING

- A. Components, General: As follows:

- 1. Comply with ASTM C 754 for conditions indicated.

- B. Steel Studs and Runners: ASTM C 645.

- 1. Manufactured from UltraSTEEL® dimpled sheet steel.
- 2. Minimum Base Metal Thickness: 20 gauge.
- 3. Depth: As indicated.

- C. Slip Joint Deep-Leg Deflection Track: ASTM C 645 top runner with 2-inch-deep flanges.

- D. Slip Joint Deep-Leg Slotted Deflection Track: ASTM C 653 top runner with 2 1/2-inch- deep flanges with 3/4- inch gap.
- E. Firestop Track: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- F. Cold-Rolled Channel Bridging: 0.0538-inch bare steel thickness, with minimum 1/2-inch- wide flange.
- G. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
 - 1. Depth as indicated

2.4 GRID SUSPENSION SYSTEM FOR CEILINGS:

- A. ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.
 - 1. Products: Subject to compliance with requirements, provide one of the following:

Armstrong World Industries, Inc.; Drywall Grid Systems.
USG Corporation; Drywall Suspension System.

2.5 INTERIOR GYPSUM WALLBOARD

- A. Panel Size: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.
- B. Gypsum Wallboard, Type X: ASTM C 1396/C 1396M.
 - Location: All locations unless noted otherwise.
 - 1. Thickness: 5/8 inch.
 - 2. Long Edges: Tapered.
 - a. Georgia-Pacific Gypsum, LLC; DensArmor Plus Impact-Resistant Interior Panel
 - b. National Gypsum Company; Gold Bond H-Impact XP Gypsum Board
 - c. USG Corporation; Sheetrock Brand Mold Tough VHI Firecode Core Gypsum Panels
- C. Gypsum Wallboard, Type C: ASTM C 1396/C 1396M.
 - 1. Location: As specifically required to achieve specified fire ratings.
 - 2. Thickness: 5/8 inch.

3. Long Edges: Tapered.
 - a. Georgia-Pacific Gypsum, LLC; ToughRock Fireguard
 - b. National Gypsum Company; Gold Bond SoundBreak XP
 - c. USG Corporation; Sheetrock Brand Firecode Core Gypsum Panels

2.6 TILE BACKER UNITS

- A. Products: Subject to compliance with requirements, provide the following:
 1. Georgia-Pacific Gypsum, 5/8" DensShield Tile Backer
 2. Architect approved equal.

2.7 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 1. Material: Galvanized steel unless otherwise noted.
 2. Shapes: General: Provide manufacturer's standard trim accessories of types indicated for drywall work, formed of galvanized steel unless otherwise indicated, with either knurled and perforated or expanded flanges for nailing or stapling, and beaded for concealment of flanges in joint compound. Provide corner beads, L-type edge trim-beads, U-type edge trim-beads, special L-kerf- type edge trim-beads, and one-piece control joint beads as may be required.
 - a. Cornerbead: Use at outside corners.
 - b. LC-Bead (J-Bead): Use at exposed panel edges intersecting masonry walls
 - c. Expansion (Control) Joint: **Use where indicated or per manufacturer's recommendations** – whichever is more restrictive. One-piece control joint formed with V-Shaped slot and removable strip covering slot opening.
- B. Aluminum Trim (DC.1): Extruded accessories of profiles and dimensions indicated.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
 - a. *Fry Reglet Corp.*
 - 1) Heavy Duty Corner Tape-in Trim: DMCT-1250.
 - a) Location: **ALL EXPOSED OUTSIDE CORNERS**. Omit at typical ceiling soffits unless noted otherwise.
 - b. Finish: Prime paint – Factory spray and bake-on primer to serve as a base for field painting.

2.8 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475.
- B. Joint Tape:
 - 1. Gypsum Wallboard: Perforated Paper or Fiberglass Mesh.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat, use formulation compatible with gypsum board being used and other compounds applied on previous or successive coats.
 - 1. Prefilling: At open joints or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
 - 5. Skim Coat: For final coat of Level 5 finish, use skim coat or drying-type, all-purpose compound at abuse-resistant gypsum board locations.

2.9 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
- C. Isolation Strip at Exterior Walls:
 - 1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 - 1. Roxul Safe 'N Sound stone wool insulation or architect approved equal.
 - 2. Thickness: as indicated on drawings
 - 3. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

4. Locations: **All interior gypsum board walls.**

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, and structural framing, for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLING STEEL FRAMING, GENERAL

- A. Installation Standards: ASTM C 754, and ASTM C 840 requirements that apply to framing installation.
- B. Install supplementary framing, blocking, and bracing at terminations in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with gypsum board manufacturer's written recommendations or, if none available, with United States Gypsum's "Gypsum Construction Handbook."
1. Isolate partition framing and wall furring where it abuts structure, except at floor.
 2. Install slip-type joints at head of assemblies that avoid axial loading of assembly and laterally support assembly. Where indicated provide one of the following:
 - a. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch-deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
 - b. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch-deep flanges in thickness not less than indicated for studs and fastened to studs, and outer runner sized to friction fit inside runner.
 - c. Slotted Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.

- C. Do not bridge building control and expansion joints with steel framing or furring members. Frame both sides of joints independently.

3.3 INSTALLING STEEL PARTITION AND SOFFIT FRAMING

- A. Install tracks (runners) at floors, ceilings, and structural walls and columns where gypsum board assemblies abut other construction.
 - 1. Where studs are installed directly against exterior walls, install asphalt-felt isolation strip between studs and wall.
- B. Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
 - 1. For fire-resistance-rated partitions that extend to the underside of floor/roof slabs and decks or other continuous solid-structure surfaces to obtain ratings, install framing around structural and other members extending below floor/roof slabs and decks, as needed to support gypsum board closures and to make partitions continuous from floor to underside of solid structure.
- C. Install steel studs and furring at the following spacings: See drawings.
- D. Install steel studs so flanges point in the same direction and leading edge or end of each panel can be attached to open (unsupported) edges of stud flanges first.
- E. Frame door openings to comply with GA-600 and with gypsum board manufacturer's applicable written recommendations, unless otherwise indicated. Screw vertical studs at jambs to jamb anchor clips on doorframes; install runner track section (for cripple studs) at head and secure to jamb studs.
 - 1. Install two studs at each jamb, unless otherwise indicated.
- F. Frame openings other than door openings the same as required for door openings, unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.

3.4 INSTALLING SUSPENSION SYSTEMS:

- A. Install suspension system components in sizes and spacings indicated on Drawings, but not less than those required by referenced installation standards for assembly types and other assembly components indicated.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
 - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
 - 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 - 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 - 5. Do not attach hangers to steel roof deck.
 - 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
 - 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
 - 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.

- E. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

3.5 APPLYING AND FINISHING PANELS, GENERAL

- A. Gypsum Board Application and Finishing Standards: ASTM C 840 and GA-216.
- B. Install sound attenuation blankets before installing gypsum panels, unless blankets are readily installed after panels have been installed on one side. . Install from floor to underside of structure filling all voids in the wall and any penetrations
- C. Install ceiling board panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in the central area of each ceiling. Stagger abutting end joints of adjacent panels, not less than one framing member.
- D. Install gypsum panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- E. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- F. Attach gypsum panels to steel studs so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- G. Attach gypsum panels to framing provided at openings and cutouts.
- H. Form control and expansion joints with space between edges of adjoining gypsum panels.
- I. Cover both faces of steel stud partition framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft in area.

2. Fit gypsum panels around ducts, pipes, and conduits.
 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch wide joints to install sealant.
- J. Isolate perimeter of non-load-bearing gypsum board partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations, and trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- K. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's written recommendations.

3.6 PANEL APPLICATION METHODS

A. Single-Layer Application:

1. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

B. Multi-Layer Application:

1. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.

3.7 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturers written instructions.
- B. Control Joints: Use where indicated or per manufacturer's recommendations – whichever is more restrictive.

3.8 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to

prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

- B. Prefill open joints, beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C 840, for locations indicated:
 - 1. Level 1: Embed tape at joints in ceiling plenum areas.
 - 2. Level 2: Embed tape and apply separate first coat of joint compound to tape, fasteners, and trim flanges where panels are substrate for tile and are substrate for acoustical tile.
 - 3. Level 4: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges at panel to all surfaces that will be exposed to view.
 - 4. Level 5: Level 5 requires all the operations in Level 4. Additionally, a thin skim coat of joint compound, or material manufactured especially for this purpose, is applied to the entire surface. (This definition is referenced to Terminology, Section II, Page 2 of GA-214 to make the description of "skim coat" clear to all.) The surface is smooth and free from tool marks and ridges. Before final decoration the prepared surface must be coated with a primer prior to the application of final finishes. Locations: **All exposed surfaces unless noted otherwise.**

3.9 FIELD QUALITY CONTROL

- A. Above-Ceiling Observation: Before Contractor installs gypsum board ceilings, Architect will conduct an above-ceiling observation and report deficiencies in the Work observed. Do not proceed with installation of gypsum board to ceiling support framing until deficiencies have been corrected.
 - 1. Notify Architect seven days in advance of date and time when Project, or part of Project, will be ready for above-ceiling observation.
 - 2. Before notifying Architect, complete the following in areas to receive gypsum board ceilings:

END OF SECTION 092900

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes acoustical panels and exposed suspension systems for ceilings.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete at ceilings.

1.3 DEFINITIONS

- A. AC: Articulation Class.
- B. CAC: Ceiling Attenuation Class.
- C. LR: Light Reflectance coefficient.
- D. NRC: Noise Reduction Coefficient.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Ceiling suspension system members.
 - 2. Method of attaching hangers to building structure.
 - a. Furnish layouts for cast-in-place anchors, clips, and other ceiling attachment devices whose installation is specified in other Sections.

3. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
 4. Minimum Drawing Scale: 1/8 inch = 1 foot.
- C. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.
1. Acoustical Panel: Set of 6-inch- square Samples of each type, color, pattern, and texture.
 2. Exposed Suspension System Members, Moldings, and Trim: Set of 12-inch- long Samples of each type, finish, and color.
- D. Qualification Data: For testing agency.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each acoustical panel ceiling.
- F. Research/Evaluation Reports: For each acoustical panel ceiling and components and anchor and fastener type.
- G. Maintenance Data: For finishes to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Source Limitations:
1. Acoustical Ceiling Panel: Obtain each type through one source from a single manufacturer.
 2. Suspension System: Obtain each type through one source from a single manufacturer.
- B. Fire-Test-Response Characteristics: Provide acoustical panel ceilings that comply with the following requirements:
1. Surface-Burning Characteristics: Provide acoustical panels with the following surface-burning characteristics complying with ASTM E 1264 for Class A materials as determined by testing identical products per ASTM E 84:
 - a. Smoke-Developed Index: 50 or less.
 - b. Flame Spread: 25 or less.
 2. HPVA Certification and audit program per ASTM E – 84 tunnel test.
- C. Seismic Standard: Provide acoustical panel ceilings designed and installed to withstand the effects of earthquake motions according to the following:

1. ASCE 7, "Minimum Design Loads for Buildings and Other Structures":
Section 9, "Earthquake Loads."

- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1.8 COORDINATION

- A. Coordinate layout and installation of acoustical panels and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

1.9 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Acoustical Ceiling Panels: Full-size panels equal to 2.0 percent of quantity installed.
 2. Suspension System Components: Quantity of each exposed component equal to 2.0 percent of quantity installed.

PART 2 - PRODUCTS

2.1 ACOUSTICAL PANELS, GENERAL

- A. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated.
 - 1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches away from test surface per ASTM E 795.
- B. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
- C. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

2.2 ACOUSTICAL PANELS FOR ACOUSTICAL PANEL CEILING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated in the Schedule at the end of this section or a comparable product by one of the following:
 - 1. Armstrong World Industries, Inc.
 - 2. USG Interiors, Inc.
 - 3. CertainTeed, Inc.
- B. Color: As indicated in Schedule.
- C. LR: As indicated in Schedule.
- D. NRC: As indicated in Schedule.
- E. CAC: As indicated in Schedule.
- F. AC: As indicated in Schedule.
- G. Edge/Joint Detail: As indicated in Schedule.
- H. Thickness: As indicated in Schedule.

- I. Modular Size: As indicated on Drawings or in Schedule.
- J. Antimicrobial Treatment: Broad spectrum fungicide and bactericide based. Locations as indicated in Schedule.

2.3 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635.
- B. Finishes and Colors, General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory-applied finish for type of system indicated.
- C. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
 - 1. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing per ASTM E 1190, conducted by a qualified testing and inspecting agency.
- D. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
 - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641, Class 1 zinc coating, soft temper.
 - 2. Size: Select wire diameter so its stress at 3 times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch- diameter wire.

2.4 METAL SUSPENSION SYSTEM FOR ACOUSTICAL PANEL CEILING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated in the Schedule at the end of this section or a comparable product by one of the following:
 - 1. Armstrong World Industries, Inc.
 - 2. USG Interiors, Inc.
 - 3. CertainTeed, Inc.

- B. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet, prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653, not less than G30 coating designation, with prefinished 15/16-inch-wide metal caps on flanges.
1. Structural Classification: Heavy-duty system.
 2. End Condition of Cross Runners: Override (stepped) or butt-edge type.
 3. Face Design: Flat, flush.
 4. Cap Material: Steel or aluminum cold-rolled sheet.
 5. Cap Finish: Painted white unless otherwise indicated in Schedule.
- C. Wide-Face, Double-Web, Metal Suspension System: Main and cross runners formed from extruded aluminum to produce structural members with 15/16-inch-wide flanges.
1. Structural Classification: Light-duty system.
 2. Face Design: Flat, flush.
 3. Cap Material: Aluminum cold-rolled sheet.
 4. Cap Finish: Painted white unless otherwise indicated in Schedule.

2.5 METAL EDGE MOLDINGS AND TRIM

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated in the Schedule at the end of this section or a comparable product by one of the following:
1. Armstrong World Industries, Inc.
 2. Chicago Metallic Corporation
 3. USG Interiors, Inc.
- B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension system runners.
1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners, unless otherwise indicated.
 2. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
- C. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's designations, including splice plates, corner pieces, and attachment and other clips, complying with seismic design requirements and the following:

1. Aluminum Alloy: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of aluminum extrusions complying with ASTM B 221 for Alloy and Temper 6063-T5.
 2. Finish designations prefixed by AA comply with system established by the Aluminum Association for designating aluminum finishes.
 3. Baked-Enamel Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; organic coating: as specified below). Apply baked enamel complying with paint manufacturer's written instructions for cleaning, conversion coating, and painting.
 - a. Organic Coating: Thermosetting, primer/topcoat system with a minimum dry film thickness of 0.8 to 1.2 mils.
 - b. Color: As selected by Architect from manufacturer's standard colors.
- D. Basis-of-Design Products: Subject to compliance with requirements, provide the product indicated or a comparable product by one of the following:
1. Location: At drywall to suspended ceiling transitions. See Drawing for locations.
 - a. Chicago Metallic Corporation
 - 1) Infinity Quickship Perimeter Trim – Size as required – Prefinished Factory White.
 - b. Armstrong World Industries, Inc.
 - c. USG Interiors, Inc.
 2. Location: At west edge of ceiling in Foods Lab 109 at Central. See Drawing for locations.
 - a. Chicago Metallic Corporation
 - 1) Infinity Engineered Perimeter Trim – Custom color to match ceiling panels. Face dimension as required to close gap between acoustical ceiling and existing concrete structure above.
 - b. Armstrong World Industries, Inc.
 - c. USG Interiors, Inc.

2.6 ACOUSTICAL SEALANT

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
1. Acoustical Sealant for Exposed and Concealed Joints:
 - a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
 - b. USG Corporation; SHEETROCK Acoustical Sealant.

2. Acoustical Sealant for Concealed Joints:

- a. OSI Sealants, Inc.; Pro-Series SC-175 Rubber Base Sound Sealant.
 - b. Pecora Corporation; BA-98.
 - c. Tremco, Inc.; Tremco Acoustical Sealant.
- B. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
- C. Acoustical Sealant for Concealed Joints: Manufacturer's standard nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant recommended for sealing interior concealed joints to reduce airborne sound transmission.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636 and seismic design requirements indicated, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 4. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 5. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 6. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 7. Do not attach hangers to steel deck tabs.
 8. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 9. Space hangers not more than 48 inches o.c. along each member supported directly from hangers, unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
 10. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.
 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- D. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

- E. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
 - 1. Arrange directionally patterned acoustical panels as follows:
 - a. Install panels with pattern running in one direction parallel to short axis of space.
 - 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension system runners and moldings.
 - 3. Install hold-down clips in areas indicated, in areas required by authorities having jurisdiction, and for fire-resistance ratings; space as recommended by panel manufacturer's written instructions, unless otherwise indicated.

3.4 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

3.5 ACOUSTICAL PANEL AND METAL SUSPENSION SYSTEM SCHEDULE

- A. See reflected ceiling plan sheets for products.

END OF SECTION 095113

SECTION 096100 - MOISTURE VAPOR EMISSION CONTROL FOR EXISTING CONCRETE SLABS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes furnishing, installing, and testing of systems for control of moisture vapor and pH for interior existing concrete slabs. Section also includes Self-leveling floor underlayment for existing concrete slabs to receive finish floor coverings.
- B. Section also includes:
 - 1. Moisture Vapor Emission (MVE) Control System for Concrete.
 - a. Exterior rated, no moisture limit, trowel grade mortars to repair concrete prior to application of MVE Control coating.
 - b. Static and dynamic concrete crack repair materials.
 - c. Fluid-applied, resin-based, membrane-forming coating controlling the moisture vapor emission rate (MVER) of the following
 - 1) Interior suspended concrete slabs.
 - 2) Interior slab on grade.
 - 3) Interior light weight slabs.
 - d. Bond promoting primer for non-absorbent substrate to receive cementitious underlayments
 - e. Self-leveling floor underlayment.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Specification Sections include the following:
 - 1. Division 01 Section 012100 "Allowances" and Section 12200 "Unit Prices" for procedures for using unit prices to calculate quantity allowances.
 - 2. Division 09 Pertinent sections specifying finish floor materials.
 - 3. Division 09 Sections for trowelable finishing underlayment (skim-coat) applied with floor coverings.

1.3 REFERENCES

- A. American Concrete Institute (ACI)
 - 1. ACI Committee 201 Report "Guide to Durable Concrete."
 - 2. ACI RAP Bulletin 2, "Crack Repair by Gravity Feed with Resin."

- B. ASTM International (ASTM):
1. ASTM C109 and C109M - Standard Test Method for the Compressive Strength of Hydraulic Cement Mortars.
 2. ASTM C856 - Standard Practice for Petrographic Examination of Hardened Concrete.
 3. ASTM C1583/ACI 503.1R - Standard Test Method for Tensile Strength of Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay Materials by Direct Tension (Pull-off Method).
 4. ASTM D1308 - Chemical Resistance of Finishes.
 5. ASTM D7234 - Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Tester.
 6. ASTM E 96 - Standard Test Method for Water Vapor Transmission of Materials; 1995.
 7. ASTM E 648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems using a Radiant Heat Energy Source.
 8. ASTM F 1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
 9. ASTM F 2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.
 10. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
 11. ASTM F3010 - Standard practice for Two-Component Resin Based Membrane-Forming Moisture Mitigation System for use Under Resilient Floor Covering.
- C. International Concrete Repair Institute (ICRI):
1. Guide 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays and Concrete Repair.
- D. South Coast Air Quality Management District (SCAQMD):
1. SQAQMD Rule No 1113 - Architectural Coatings.

1.4 DEFINITIONS

- A. MVE: Moisture Vapor Emission.
- B. MVER: Moisture Vapor Emission Rate; measured in lbs per1000 ft² / 24 hours.
- C. RH: Relative Humidity; measured in percentage.
- D. VOC: Volatile Organic Compound; measured in grams/liter.
- E. CSP: Concrete Surface Profile defined by ICRI.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Shop Drawings including:
 - 1. Plans indicating substrates, locations, and average depths of underlayment based on survey of substrate conditions.
 - 2. Details of construction and relationship with adjacent construction.
 - 3. Indicate location of building movement joints.
- C. Qualification Data: Dates that Contractor's on-site personnel received training by the moisture vapor control system manufacturer.
 - 1. Submit list of at least three similar projects performed by the Contractor within the previous three years that used the same products and similar moisture vapor control system and self-leveling underlayment.
 - 2. Field Quality Control Reports including Moisture Vapor Tests and Bond Strength Pull Tests on coatings and repair mortars.
- D. Pre-Installation Moisture Vapor Test Reports: Test results, conducted in accordance with ASTM F 2170, must be presented to all parties associated with the work of this section by the testing party.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Installer who is approved by manufacturer for application of underlayment products required for this Project.
- B. Manufacturer Qualifications: Minimum 5 years manufacturing concrete resurfacing and rehabilitation products. Employs factory trained personnel who are available for product knowledge training.
- C. Installer Qualifications: Minimum two years installing similar products.
- D. Coordination: A pre-construction, coordination of trades meeting. Assure compatibility of MVE control coatings with other concrete chemicals specified.
- E. Product Compatibility: Manufacturers of both underlayment and floor covering system certify in writing that products are compatible.
- F. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by Architect.

2. Do not proceed with remaining work until mockup is approved by Architect.
3. Rebuild mock-up area as required to produce acceptable work.
4. Mockup will be basis for quality control evaluation on remainder of Work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to comply with manufacturer's written instructions to prevent deterioration from moisture, direct sunlight, or other detrimental effects.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with manufacturer's written instructions for substrate temperature, ambient temperature and humidity, ventilation, and other conditions affecting underlayment performance.
 1. Do not install moisture management system below 50 deg F surface temperature. Adhere to warm weather instructions for installation when ambient temperature exceeds 70 deg F.
 2. Place portland-cement-based underlayments only when ambient temperature and temperature of substrates are between 50 and 80 deg F.

1.9 COORDINATION

- A. Coordinate application of moisture management system underlayment with requirements of floor covering products, including adhesives, specified in Division 09 Sections, to ensure compatibility of products.

1.10 Warranty:

- A. MVE Control System Manufacturer: 15 year warranty.
- B. Self-leveling floor underlayment System Manufacturer: 15 year warranty.

PART 2 - PRODUCTS

2.1 EPOXY MOISTURE MANAGEMENT SYSTEM

- A. Two-Coat Moisture Control System: 100% solids epoxy moisture management system formulated to suppress excessive moisture vapor emissions in existing concrete prior to installing underlayment and floor covering products.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Basis of Design: MAPEI Planiseal VS System and compatible products by MAPEI Americas, 1144 E. Newport Center Rd., Deerfield Beach, FL 33442; ASD. Toll Free Tel: 800-42-MAPEI; Tel: 954-246-8888; Fax: 954-246-8801; Email: techservicerequests@mapei.com/US-EN; Web: www.mapei.com/US-EN
 - b. Or comparable System by one of the following:
 - i. Synthetic30 by Synthetics International www.SyntheticsIntl.com
Phone: (866) 646-0356 for MVE System with a manufacturer approved Self-leveling floor underlayment system by one of the manufacturer's listed.
 - ii. KOSTER VAP I® 2000 System by: KOSTER American Corporation
Corporate Headquarters: 2585 Aviator Drive, Virginia Beach, VA 23453
Phone: (757) 425-1206 – Fax: (757) 425-9951
Web address: www.kosterusa.com.
 - iii. ARDEX MC™ ULTRA; Manufactured by ARDEX Engineered Cements: 400 Ardex Park Drive, Aliquippa, PA 15001 USA 724-203-5000.
 - iv. UZIN PE 460, a Division of UFLOOR Systems, Inc., 14509, E 33rd Place, Unit G, Aurora, CO, 80011; Phone: Toll-Free (866) 505.4810; Fax: 720.374.2113; Website: www.uzin.us; Email: enquiries@ufloorsystems.com

2.2 PORTLAND-CEMENT-BASED UNDERLAYMENTS

- A. Cement-based Self-Leveling Underlayment that can be applied in minimum uniform thicknesses from 1/8 inch (3 mm) and that can be feathered at edges to match adjacent floor elevations.

1. Acceptable Products:
 - a. Basis of Design: Mapei Novoplan® 2 Plus
 - b. ARDEX K 15®; Manufactured by ARDEX Engineered Cements
 - c. Koster; SL Self-Leveling Underlayment.
 - d. Uzin; NC 150
2. Performance and Physical Properties: Meet or exceed the following values for material cured at 70° F+/-3°F (21° C+/-3°C) and 50% +/-5% relative humidity:
 - a. Cement Binder: ASTM C 150, portland cement, or portland or blended portland cement as defined by ASTM C 219.
 - b. Application: Barrel Mix or Pump
 - c. Flow Time: 10 minutes

- d. Initial Set: Approx. 30 minutes
 - e. Final Set: Approx. 90 minutes
 - f. Compressive Strength: Minimum 4100 psi at 28 days, ASTM C109M.
 - g. Flexural Strength: 1000 psi at 28 days, ASTM C78.
 - h. VOC: 0 g/l, calculated SCAQMD 1113
- B. Underlayment Additive: Resilient-emulsion product of underlayment manufacturer formulated for use with underlayment when applied to substrate and conditions indicated.
- C. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch; or as recommended by underlayment manufacturer for use when underlayment is installed over 1-1/2-inch thick.
 - 1. Provide aggregate when recommended in writing by underlayment manufacturer for underlayment thickness required.
- D. Water: Potable and at a temperature of not more than 70 deg F.
- E. Primer: Product of underlayment manufacturer recommended in writing for substrate, conditions, and application indicated for use at non-porous substrates.

2.3 CRACK AND JOINT REPAIR

- A. Non-Moving Crack and Joint Repair: Two-part polyurethane repair compound for cracks, control joints, spalls and pop-outs on interior or exterior applications.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Mapei
 - b. Ardex; Ardifix or as recommended by manufacturer.
 - c. Laticrete Blue 92 Anti-fracture Membrane
 - d. Uzin; KR 516

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Field verify all floors to identify existing conditions including, but not limited to, sloped floor elevations, grease and/or oil contamination, and areas affected by the demolition of walls, floor anchors or other items.

- B. Examine substrates and conditions for compliance with requirements for maximum moisture RH content ASTM F2170, and/or MVE ASTM F1869 per the floor covering manufacturer.
- C. Examine substrates, with Installer present, for conditions affecting performance. Proceed with application only after unsatisfactory conditions have been corrected.

3.2 PREPARATION TESTING

- A. Pre-installation Testing by independent Testing Agency: Testing performed by an ICRI Concrete Moisture Testing Technician - Grade 1
 - 1. Engage a qualified testing agency to perform tests.
- B. Alkalinity Testing: Perform pH testing according to ASTM F710.
 - 1. Install MVE control system in areas where pH readings are outside of finish flooring manufacturer's requirements.
- C. Moisture testing: Conform to ICRI test standards for three tests in the first 1000 ft² (92.9 m²) and one test per 1000 ft² (92.9 m²) after that. Perform no fewer than three tests in each installation area and with tests evenly spaced in installation to best represent the widest range of conditions.
 - 1. Perform Anhydrous Calcium Chloride Test: ASTM F1869. Install MVE Control system in locations where concrete substrate MVER exceeds each finish flooring system manufacturer's requirements.
 - 2. Perform Internal Relative Humidity Testing: ASTM D2170. Install MVE Control System in locations where concrete substrate RH exceeds each finish flooring system manufacturer's requirements.
- D. Bond Testing: Install minimum 100 ft² (9.29 m²) test area of complete assembly of MVE Control System bonded to prepared concrete substrate. Proceed with installation if tensile bond strength on MVE Control System is greater than 200 psi (1.38 MPa) in heavy commercial traffic and 150 psi (1.03 MPa) for normal foot traffic when tested in accordance with ASTM C1583.

3.3 SURFACE REPARATION

- A. Moisture Vapor Emission (MVE) Control System:
 - 1. Clean and prepare concrete substrate according to MVE control system manufacturer's written instructions to ensure adhesion of systems to concrete.
 - 2. For direct application of epoxy MVE control coating without mechanical profiling, concrete must be porous, have a CSP of 2 to 3, and be in pristine condition with no contamination present and condition must be accepted by MVE manufacturer in writing. MVE manufacturer must provide full warranty.

3. Mechanically remove coatings and other substances that are incompatible with MVE control systems and that contain soap, wax, oil, or silicone, using mechanical methods recommended in writing by MVE control systems Manufacturer. Do not use solvents. Do not acid etch. Mechanically remove troweled CSP 1 finish. Concrete surface must be mechanically profiled using dustless, engineer-approved methods to obtain a CSP of 2 to 3.
 - a. Method One: Achieve ICRI 310.2R Minimum CSP 3 by shot blasting using apparatus that abrades the concrete surface with shot, contains the dispensed shot within the apparatus and recirculates the shot by vacuum pickup. Shot-blast with spherical steel shot SAE size range 230 - 300 as necessary to produce the required profile. Remove all residual shot with a magnet. Use a handheld grinder to CSP 2 only in areas that cannot be reached with bead blasting.]
 - b. Method Two: Achieve ICRI 310.2R Minimum CSP 2 by diamond grinding that abrades the concrete surface. Remove all dust by vacuuming with high-efficiency particulate arrestance (HEPA) filter.
4. Excessively weak, soft, dusty, cracked, or uneven surfaces may not be suitable substrates and may require additional concrete removal techniques such as scarification and then patching prior to application of the MVE Control System.
5. Asbestos abated slabs may have hydrophobic organic compounds in the capillaries of the concrete which will be a bond break for coatings. Microscopic petrographic examination according to ASTM C856 to evaluate the concrete condition, potential deleterious substances and suitability for shot-blasting and coating adhesion.
6. Reinforcing fibers that become visible after shot blasting must be removed and vacuumed leaving no fibers exposed above the concrete surfaces.
7. Do not install MVE Control System if substrate testing reveals unacceptable conditions.
8. Ensure that all old adhesives, contaminants, curing compounds, oils, silicates, dust and other bond breakers are completely removed.
9. Remove dust and debris by broom sweeping and then vacuuming with high-efficiency particulate arrestance (HEPA) filter. Do not use sweeping compound as they contain oils and wax that would contaminate the concrete surface and inhibit bond of MVE Control System.
10. After shot blasting, repair damaged and deteriorated concrete according to MVE control system manufacturer's written instructions.
11. Prior to application of MVE Control Epoxy Coating, fill substrate surface depressions, ruts, spalls and other irregularities with exterior grade patch: MAPEI Mapecem Quickpatch with Planicrete UA additive.
12. Do not skimcoat entire concrete slab prior to application of epoxy MVE control system.
13. Allow concrete to off-gas after bead blasting for a minimum of 24 hours but no more than 48 hours to avoid contamination by other trades. Failure

to wait may result in the epoxy coatings ability to perform as a MVE control due to pin-holing, blisters and fish-eyes.

3.4 CRACK PREPARATION

- A. Consult with an experienced engineer to determine the appropriate substrate repair procedures and joint treatment methods. Engineer to address contraction as well as potential expansion, movement and isolation joints. Cracks or de-bonding in the MVE control system that results from substrate movement are not required to be warranted.
- B. Record location of cracks, both static and dynamic, on shop drawings.
- C. Do not apply MVE control system across substrate expansion, isolation, and other dynamic moving joints.
- D. Mechanically prepare non-moving control and construction joints with a diamond crack-chasing/concrete-cutting blade. Overcut joint width to obtain a sound, clean edge. Clean cracks or joints with oil-free compressed air and dustless high-efficiency particulate arrestance (HEPA) filter vacuum to completely remove contaminants (follow ACI RAP Bulletin 2, "Crack Repair by Gravity Feed with Resin").
- E. Pre-filling static thin random drying shrinkage cracks less than 0.01 inch (0.25 mm) width and not vertically displaced is not required. Apply MAPEI Planiseal VS normally over areas of thin shrinkage cracked concrete.
- F. Fill static cracks narrower than 1/8 inch (3 mm) and not vertically displaced with MVE Crack Repair Resin. Prefill cracks with 20 to 30 sieve size clean washed kiln dried sand and apply Planibond EBA.
- G. Fill static cracks wider than 1/8 inch (3 mm) and not vertically displaced with high-modulus epoxy MAPEI's "Planibond EBA"; thickened with sand to create an epoxy mortar.
- H. Should contraction, control or saw-cut joint dormant joints appear not filled flush to top of surface after installation of MVE Crack Repair Resin, fill static non-moving joints with high-modulus MAPEI Planibond EBA. Fill joints full-depth and flush to surface.
- I. Fill dynamic joints with self-leveling polyurethane sealant MAPEI Mapeflex P1 SL. Do not span movement joint with self-leveling underlayment nor flooring.
- J. Reinforcing fibers that become visible after crack preparation must be removed and vacuumed leaving no fibers exposed above the concrete surface.

3.5 MIXING

- A. Choose all appropriate safety equipment before use. Refer to the Safety Data Sheet (SDS) for details.
- B. Premix Part A to a homogenous consistency (for 2 to 3 minutes) using a low-speed mixer and a Jiffy (paint mixer) mixing paddle.
- C. Pour Part B into the Part A container and mix thoroughly to smooth, homogenous consistency. Do not mix at high speeds, which can trap air within the mixed material.
- D. Pour the entire mixed unit onto the substrate within 5 minutes of mixing. Mixed Moisture Reduction Barrier will generate dangerous amounts of heat when cured in mass. Do not leave mixed Moisture Reduction Barrier in the mixing container longer than 5 minutes, in order to avoid premature curing and excessive heat generation.

3.6 PROTECTION - OTHER SURFACES

- A. Protect walls, floor openings, electrical openings, door frames, and other obstructions during the installation.

3.7 INSTALLATION

- A. Moisture vapor emission (MVE) control system.
 - 1. General: Install MVE control system according to ASTM F3010 and manufacturer's written instructions to product a uniform, monolithic surface free of surface deficiencies such as pin holes, fish eyes and voids.
 - 2. Adjust application methods per manufacturer's written instruction as determined by site conditions, presence of sub-slab vapor barrier, concrete mix design, lightweight aggregates, suspended slab vs slab on grade, and age of concrete.
 - 3. Refer to the Safety Data Sheet (SDS) for details on handling and safety equipment.
 - 4. Mixing: Mix in accordance with Manufacturer's instructions. Mix only full units. Strictly follow minimum mixing time.
 - 5. In a single coat application, apply MVE control system epoxy to manufacturer's recommended rate with no less than dry film thickness of 10 mils (0.25 mm) minimum to achieve design perm rating.
 - 6. Cure MVE Control System components according to the manufacturer's written instruction. Prevent contamination or other damage during curing processes.
 - 7. After curing, examine MVE control system for surface deficiencies. Repair surface deficiencies according to manufacturer's written instructions.

3.8 FIELD QUALITY CONTROL

- A. Inspect MVE Control System to ensure that all voids and pinholes are filled and sealed before moving on to the next flooring phase. Do so by filling any voids and or shaving off the tops of any bubbles and reapplying a thin coating of MVE Control System over the surface. Verify no bond break present.

3.9 INSTALLATION OF PRIMER FOR SELF-LEVELER

- A. Self-Leveling Underlayment up to 3/8 inch (9.5 mm) thickness: Apply Primer T to epoxy MVE control system and allow primer to dry completely.
- B. Self-Leveling Underlayment over 3/8 inch (9.5 mm) thickness: Apply Primer E to epoxy MVE control system and broadcast 20 to 30 sieve clean washed kiln dried sand to rejection. After 24 hours, vacuum non-bonded sand.

3.10 INSTALLATION OF SELF-LEVELING UNDERLAYMENT

- A. Read all installation instructions thoroughly before installation.
- B. Before installation, close doors and windows, and turn off HVAC systems to prevent drafts during application and until the floor cures. Protect areas from direct sunlight.
- C. Make sure concrete substrate and ambient room temperatures are between 50 and 95 degrees F (10 and 35 degrees C) before application. In large applications, allow for indirect air circulation to dissipate humidity created by leveler application. Temperatures must be maintained within this range for at least 72 hours after the installation of self-leveler. In cooler conditions, use indirect auxiliary heaters to maintain ambient and substrate temperatures within the required range. For temperatures above 85 degrees F (29 degrees C), follow ACI hot-weather application guidelines to ensure a successful installation.
- D. Water to be clean, potable, and cool, not warmer than 70 degrees F (21 degrees C).
- E. Conventional piston, rotor-stator or underlayment-type pumps may be used for application of self-leveling over large areas.
- F. Strictly follow manufacturer's mixing instructions for exact water cement ratios, mixing times, speed and type of mixing blade. Mix full unit quantities, if working from bulk containers (i.e. super sacks), mixer must be able to accommodate entire unit of unmixed product. Self-leveler is a calcium aluminate quick setting, fast drying shrinkage compensated product when mixed correctly. Overwatering will cause shrinkage and potential delamination.

- G. Maintain continuous flow of wet material to avoid trapping air or creating a cold joint.
- H. Maintaining a wet edge throughout placement. Quickly pour or pump self-leveler onto properly prepared and primed surface in ribbon pattern.
- I. Spread self-leveler with gauge rake to desired depth. Break surface tension of material with smoother or needle roller to allow self-leveler to flow. Apply at 3/16 inch (5 mm) minimum thickness.
- J. Apply self-leveler to flatness of 1/8 inch in 10 feet (3 mm in 3m).
- K. Verify with Manufacturer regarding minimum time to install ceramic tile, or non-breathable floor coverings on self-leveler.

3.11 CLEANUP

- A. Use soap with water or use denatured alcohol to clean equipment before product cures to a hardened state. Cured product can only be removed mechanically.

3.12 PROTECTION

- A. Protect the surface of the cured MVE control system from traffic and damage until covered by floor finish. Protection may include plywood, or other suitable protection board.

END OF SECTION 096100

SECTION 096513 - RESILIENT WALL BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Resilient wall base.
 - 2. Resilient molding accessories.
- B. Related Sections:
 - 1. Division 12 Section "Manufactured Casework" for casework.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples of each resilient product color, texture, and pattern required.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.6 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

1.7 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Rubber Base: 96 feet (1-96' boxes) of each color used.

PART 2 - PRODUCTS

2.1 RUBBER BASE

- A. Rubber Base:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Tarkett
 - b. Roppe Corporation, USA
 - c. Armstrong World Industries, Inc.
 - d. Flexco, Inc.
- B. Resilient Base Standard: ASTM F 1861.
 - 1. Material Requirement: Type TS (rubber, thermoset).
 - 2. Style: Coved at resilient floor coverings; Straight at Carpet floor coverings
- C. Minimum Thickness: 0.125 inch.

- D. Height: **As noted on Drawings.**
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Preformed at gypsum board walls and preformed bullnose at CMU walls.
- G. Inside Corners: Job formed or preformed.
- H. Finish: Matte.
- I. Colors and Patterns: **See finish plan schedule on finish plans.**

2.2 RESILIENT MOLDING ACCESSORY

A. Resilient Molding Accessory:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Johnsonite.
 - b. Roppe Corporation, USA.
 - c. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
 - d. Flexco, Inc.
 - e. VPI, LLC; Floor Products Division.

B. Description:

1. Vinyl Edge Guard: For width shown or required thickness to protect exposed edge of resilient flooring or carpet. Provide units of maximum available length to minimize number of joints.
2. Vinyl Reducer Strip: For transition heights measuring greater than 1/4-inch, install vinyl reducer strips in adequate sizes to comply with 1997 Illinois Accessibility Code.

C. Material: Vinyl.

D. Profile and Dimensions: As indicated.

2.3 INSTALLATION MATERIALS

- ### A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based formulation provided or approved by manufacturer for applications indicated.

- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
 - 1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Cove Base Adhesives: Not more than 50 g/L.
 - b. Rubber Floor Adhesives: Not more than 60 g/L.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are same temperature as the space where they are to be installed.
 - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet and resilient floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

- D. Clean products specified in this Section not more than four days prior to dates scheduled for inspections intended to establish date of Substantial Completion in each area of the project.

END OF SECTION 096513

SECTION 096516 - RESILIENT SHEET FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Linoleum sheet floor covering.

- B. Related Sections:

- 1. Section 096513 "Resilient Base and Accessories" for resilient base, reducer strips, and other accessories installed with resilient floor coverings.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For each type of floor covering. Include floor covering layouts, locations of seams, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 1. Show details of special patterns.
 - 2. Show seam locations.
- C. Seam Samples: For seamless-installation technique indicated and for each floor covering product, color, and pattern required; with seam running lengthwise and in center of 6-by-9-inch Sample applied to a rigid backing and prepared by Installer for this Project.
- D. Maintenance Data: For each type of floor covering to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Flooring Contractor shall be approved / certified by the specified flooring manufacturer to install the specified flooring.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store floor coverings and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store rolls upright.

1.6 PROJECT CONDITIONS

- A. After removal of existing vinyl composition tile, prepare existing wood underlayment for installation of new vinyl sheet flooring. Remove any excess glue and patch any divots, gouges and re-nail any areas that may be warping up. In washrooms and laundry room where existing wood underlayment is to be removed down to waterproof membrane, prepare substrate for installation of new cement fiber board underlayment.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Close spaces to traffic during floor covering installation.
- D. Close spaces to traffic for 24 hours after floor covering installation.

PART 2 - PRODUCTS

2.1 LINOLEUM SHEET FLOORING

- A. Manufacturers: Basis of Design (Product substitution requests must equal products listed below and be approved by Architect prior to submitting a bid):
 - 1. Forbo Flooring Systems; Marmoleum.
- B. Thickness: 2.5 mm.
- C. Size: 2 meters wide x 32 meter roll length.
- D. Schedule:
 - 1. **See finish plan schedule on finish sheets.**
 - 2. Contact: Denise Larson

Email: denise.larson@forbo.com
Cell: 847-722-0754

2.2 INSTALLATION MATERIALS

- A. Adhesives: Water-resistant type recommended by manufacturer to suit floor covering and substrate conditions indicated: Forbo Sustain 1195
- B. **No heat welds will be allowed.** Net seam method to be used.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor coverings.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
- D. Verify with Architect/Owner the condition of substrates and underlayment.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of floor coverings.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install floor coverings until they are same temperature as space where they are to be installed.
 - 1. Move floor coverings and installation materials into spaces where they will be installed at least 24 hours in advance of installation.
- D. Sweep and vacuum clean substrates to be covered by floor coverings immediately before installation.

3.3 FLOOR COVERING INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor coverings.
- B. Unroll floor coverings and allow them to stabilize before cutting and fitting.
- C. Lay out floor coverings as follows:
 - 1. Maintain uniformity of floor covering direction.
 - 2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least 6 inches away from parallel joints in floor covering substrates.
 - 3. Match edges of floor coverings for color shading at seams.
 - 4. Avoid cross seams.
- D. Scribe and cut floor coverings to butt neatly and tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, and door frames.
- E. Extend floor coverings into toe spaces, door reveals, closets, and similar openings.
- F. At doorways between new and existing flooring, provide new low profile transition strips from new flooring to existing VCT, carpet or bare flooring. Provide appropriate type of strip for type of flooring transition.
- G. Maintain reference markers, holes, or openings that are in place or marked for future cutting by repeating on floor coverings as marked on substrates. Use chalk or other nonpermanent marking device.
- H. Adhere floor coverings to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of floor coverings.
- B. Perform the following operations immediately after completing floor covering installation:
 - 1. Remove adhesive and other blemishes from floor covering surfaces.
 - 2. Sweep and vacuum floor coverings thoroughly.
 - 3. Damp-mop floor coverings to remove marks and soil.

END OF SECTION 096516

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Specification Requirements Section, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Luxury Vinyl Tile (LVT)
- B. Related Sections:
 - 1. Division 03 Section "Self-Leveling Underlayment" for subfloor preparation and self-leveling product requirements.
 - 2. Division 09 Section "Resilient Base and Accessories" for resilient base, reducer strips and other accessories installed with resilient floor coverings.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For each type of floor tile. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
- C. Samples for Initial Selection: For each type of floor tile indicated upon request of the Architect.
- D. Qualification Data: For qualified Installer.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store floor tiles on flat surfaces.

1.6 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. Close spaces to traffic during floor tile installation.
- C. Close spaces to traffic for 48 hours after floor tile installation.
- D. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 RESILIENT TILE FLOORING

- A. Luxury Solid Vinyl Floor Tile: Products complying with ASTM F 1700, Class III, Type B, Composition 1 (nonasbestos formulated), and with requirements specified by the listed tile Manufacturers.

2.2 INSTALLATION MATERIALS

- A. Trowelable Finishing Underlayment (skim-coat) and Patching Compounds: Latex-modified, portland cement based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit floor tile and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Coordinate requirements specified in other Sections for subfloor construction and tolerances to ensure that they are appropriate for resilient products selected.
- C. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
 - 1. Quarry Tile Subfloors: Ensure quarry tiles are secured to the floor.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
 - 1. Quarry Tile Subfloors: Remove any loose tiles and grout and infill with self-leveling underlayment or patching compounds in accordance with manufacturer's instructions. Level all grout lines with self-leveling underlayment.
- C. Do not install floor tiles until they are same temperature as space where they are to be installed.
 - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 LUXURY VINYL TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floating floor tile.
- B. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate in compliance with manufacturer's directions including those for trowel notching, adhesive mixing, and adhesive open and working times, to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover floor tile until Substantial Completion.

3.5 RESILIENT TILE FLOORING SCHEDULE

- A. **See finish plan schedule on finish sheets.**

END OF SECTION 096519

SECTION 097200 - WALL COVERINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Vinyl wall covering.

1.3 PREINSTALLATION MEETINGS

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

1.4 SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include data on physical characteristics, durability, fade resistance, and fire-test-response characteristics.
- B. Shop Drawings: Show location and extent of each wall-covering type. Indicate seams and termination points.
- C. Samples for Verification: For each type of wall covering and for each color, pattern, texture, and finish specified, full width by 36-inch- long in size.
- D. Maintenance Data: For wall coverings to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Wall-Covering Materials: For each type, color, texture, and finish, full width by length to equal to 5 percent of amount installed.

1.6 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and to set quality standards for installation.
 - 1. Build mockups for each type of wall covering on each substrate required. Comply with requirements in ASTM F 1141 for appearance shading characteristics.
 - 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.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install wall coverings until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above ceilings is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at levels intended for occupants after Project completion during the remainder of the construction period.
- B. Lighting: Do not install wall covering until lighting that matches conditions intended for occupants after Project completion is provided on the surfaces to receive wall covering.
- C. Ventilation: Provide continuous ventilation during installation and for not less than the time recommended by wall-covering manufacturer for full drying or curing.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: As determined by testing identical wall coverings applied with identical adhesives to substrates according to test method indicated below by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

- a. Flame-Spread Index: 25 or less.
- b. Smoke-Developed Index: 450 or less.

2.2 VINYL WALL COVERING

- A. Basis-of-Design Product: Walltalkers Tac-Wall and Mag-Write by Koroseal.
 - 1. Trim: Clear anodized aluminum trim to capture all edges
 - 2. Trim: MT-1: Trim Combo at top of WC-1.
 - a. Manufacturer: Fry Reglet
 - b. Product: Snap-In Reveal DRM-SNAP-IN-50
 - c. Product: Drywall Reveal DRM-50-625
 - d. Finish: Clear Anodized Aluminum
 - e. Note: Reveal with "Snap-In" is a two-component system
 - 3. **See finish plan schedule on finish sheets.**
- B. Description: Provide products in rolls from same production run and complying with the following:
 - 1. CFFA-W-101-D for Type II, Medium-Duty products.
 - 2. CFFA-W-101-D for Type III, Heavy-Duty products.

2.3 ACCESSORIES

- A. Adhesive: Mildew-resistant, nonstaining adhesive, for use with specific wall covering and substrate application indicated and as recommended in writing by wall-covering manufacturer.
- B. Primer/Sealer: Mildew resistant, complying with requirements in Division 9 "Painting" and recommended in writing by primer/sealer and wall-covering manufacturers for intended substrate.
- C. Seam Tape: As recommended in writing by wall-covering manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for levelness, wall plumbness, maximum moisture content, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions for surface preparation.
- B. Clean substrates of substances that could impair bond of wall covering, including dirt, oil, grease, mold, mildew, and incompatible primers.
- C. Prepare substrates to achieve a smooth, dry, clean, structurally sound surface free of flaking, unsound coatings, cracks, and defects.
 - 1. Moisture Content: Maximum of 5 percent on new plaster, concrete, and concrete masonry units when tested with an electronic moisture meter.
 - 2. Plaster: Allow new plaster to cure. Neutralize areas of high alkalinity. Prime with primer recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
 - 3. Metals: If not factory primed, clean and apply primer recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
 - 4. Gypsum Board: Prime with primer as recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
 - 5. Painted Surfaces: Treat areas susceptible to pigment bleeding.
- D. Check painted surfaces for pigment bleeding. Sand gloss, semigloss, and eggshell finish with fine sandpaper.
- E. Remove hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.
- F. Acclimatize wall-covering materials by removing them from packaging in the installation areas not less than 24 hours before installation.

3.3 WALL-COVERING INSTALLATION

- A. Comply with wall-covering manufacturers' written installation instructions applicable to products and applications indicated.
- B. Cut wall-covering strips in roll number sequence. Change the roll numbers at partition breaks and corners.
- C. Install strips in same order as cut from roll.
- D. Install wall covering without lifted or curling edges and without visible shrinkage.
- E. Install seams vertical and plumb at least 6 inches from outside corners and 6 inches from inside corners unless a change of pattern or color exists at corner. Horizontal seams are not permitted.

- F. Trim edges and seams for color uniformity, pattern match, and tight closure. Butt seams without overlaps or gaps between strips.
- G. Fully bond wall covering to substrate. Remove air bubbles, wrinkles, blisters, and other defects.

3.4 CLEANING

- A. Remove excess adhesive at seams, perimeter edges, and adjacent surfaces.
- B. Use cleaning methods recommended in writing by wall-covering manufacturer.
- C. Replace strips that cannot be cleaned.
- D. Reinstall hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

END OF SECTION 097200

SECTION 099000 – PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Specification Requirements Section, apply to this Section.

1.2 SUMMARY

- A. The extent of painting work is indicated on the Drawings and as herein specified. This Section includes surface preparation and field painting of the following:
 - 1. Exposed interior items and surfaces.
 - 2. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
 - 3. Exposed exterior steel items.
- B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.
 - 1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and ironwork, and primed metal surfaces of mechanical and electrical equipment, unless indicated otherwise.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Prefinished items include but are not limited to the following factory-finished components:
 - a. Architectural casework.
 - b. Wood Doors.
 - c. Finished mechanical and electrical equipment.
 - d. Light fixtures.
 - e. Fire extinguisher cabinets.

2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
 - a. Furred areas.
 - b. Pipe spaces.
 - c. Duct shafts.
3. Finished metal surfaces include the following:
 - a. Stainless steel.
 - b. Anodized aluminum.
 - c. Chromium plate.
 - d. Copper and copper alloys.
 - e. Bronze and brass.
4. Operating parts include moving parts of operating equipment and the following:
 - a. Valve and damper operators.
 - b. Linkages.
 - c. Sensing devices.
 - d. Motor and fan shafts.
5. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.3 REFERENCES

- A. SSPC-SP 1 - Solvent Cleaning
- B. SSPC-SP 2 - Hand Tool Cleaning
- C. SSPC-SP 3 - Power Tool Cleaning
- D. SSPC-SP 13 / Nace No. 6 Surface Preparation for Concrete

1.4 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
 2. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
 3. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

- B. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- F. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- H. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.5 SUBMITTALS

- A. Product Data: Provide a schedule detailing each substrate in the same order as the schedules used at the end of Part 3. Include the following:
 - 1. The specific products to be used for each coat.
 - 2. Documentation that the manufacturer has reviewed and approved each painting system.
 - 3. Data pages for all products listed. Highlight the following:
 - a. Type of resin.
 - b. Dry Film Thickness.
 - c. Volume Solids.
 - d. Units of Sheen.
 - e. Other performance or descriptive data required in this section.
 - f. If this information is not on the data page, provide the information in a letter of certification from the manufacturer.
- B. Submit drawdowns of each product and color combination. Drawdowns shall be applied using a 4 mil WFT drawdown bar on Leneta form WD plain white coated cards.
 - 1. Label each card with the following:
 - a. Job Name.
 - b. Date.
 - c. Product Name.
 - d. Product Number.
 - e. Color Number as stated in the color schedule.

- f. Name, address and phone number of the supplying facility.

1.6 QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
2. Preparation and Workmanship: Comply with requirements in "MPI Maintenance Repainting Manual" for products and paint systems indicated.

B. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.

C. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

D. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:

1. Product name or title of material.
2. Product description (generic classification or binder type).
3. Application & use instructions
4. Surface preparation
5. Manufacturer's stock number and date of manufacture.
6. Contents by volume, for pigment and vehicle constituents.
7. Thinning instructions.
8. Batch date
9. Color name and number.
10. VOC content.

- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.8 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

1.9 EXTRA MATERIALS

- A. Furnish not less than 1 gallon of each color and type of paint from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

- A. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such a procedure is specifically described in manufacturer's product instructions.
- B. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the

following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1. Flat Paints and Coatings: 50 g/L.
 2. Non-flat Paints and Coatings: 150 g/L.
 3. Dry-Fog Coatings: 400 g/L.
 4. Primers, Sealers, and Undercoaters: 200 g/L.
 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 7. Pretreatment Wash Primers: 420 g/L.
 8. Floor Coatings: 100 g/L.
 9. Shellacs, Clear: 730 g/L.
 10. Shellacs, Pigmented: 550 g/L.
- C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- E. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

2.2 MANUFACTURERS

- A. The design for paint products identified in the Schedule at the end of Part 3. Subject to compliance with requirements; provide the named product or a comparable product by one of the following.
1. Benjamin Moore Company
 2. PPG Paints
 3. Sherwin Williams Company

B. General Paint Colors – Basis of Design: Sherwin Williams

Contact: Susan Sienkowski

Phone: 312-656-0622

Email: susan.e.sienkowski@sherwin.com.

See finish plan schedule on finish sheets for paint colors and locations.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
1. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
 2. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
 3. Application of coating indicates acceptance of surfaces and conditions.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.
- C. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent.
 2. Masonry (Clay and CMU): 12 percent.
 3. Wood: 15 percent.
 4. Gypsum Board: 12 percent.
 5. Plaster: 12 percent.
- D. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates:
 - 1. Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
 - 2. Prepare concrete, concrete masonry block, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 - a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
 - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."

3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
 4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Wood Substrates:
1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 2. Sand surfaces that will be exposed to view, and dust off.
 3. Prime edges, ends, faces, undersides, and backsides of wood.
 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 5. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
 6. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
- I. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.
- J. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by paint manufacturer and only within recommended limits.

3.3 APPLICATION

- A. General: Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
1. Use applicators and techniques best suited for substrate and type of material being applied.
 2. Paint colors, surface treatments, and finishes are indicated in the schedules.
 3. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

4. Provide finish coats that are compatible with primers used.
 5. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convactor covers, covers for finned-tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
 6. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 7. Paint backsides of access panels and removable or hinged covers to match exposed surfaces.
 8. Sand lightly between each succeeding enamel or varnish coat.
 9. Primer may be omitted on previously coated surfaces except for spot priming as needed or where a full coat of primer is required as a barrier coat or adhesion promoter.
 10. Prime structural steel to be painted with corrosion resistant water borne primer as required for finish painting.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions sand between applications.
 2. Omit primer on metal surfaces that have been shop primed and touchup painted.
 3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.

- 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and in occupied spaces.
- F. Mechanical items to be painted include, but are not limited to, the following:
 - 1. Piping, pipe hangers, and supports.
 - 2. Ductwork.
 - 3. Accessory items.
 - 4. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
- G. Electrical items to be painted include, but are not limited to, the following:
 - 1. Conduit and fittings.
 - 2. Electrical equipment that is indicated to have a factory-primed finish for field painting.
- H. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- I. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing. Provide tinted prime coat when necessary for dark colors.
- J. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- K. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary to completely cover.
- L. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.
- M. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:
 - 1. Owner will engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.
 - 2. Testing agency will perform appropriate tests for the following characteristics as required by Owner:
 - 3. Owner may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove noncomplying paint from Project site, pay for testing, and repaint surfaces previously coated with the noncomplying paint. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
 - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.6 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.7 PAINT SCHEDULE

- A. Steel Substrates:

1. Interior, non-galvanized, steel substrates (e.g., hollow metal doors and frames, lintels, factory primed structural steel):
 - a. Prime Coat: Primer, rust-inhibitive, water based:
 - 1) PPG: Pitt Tech DTM Acrylic Industrial Primer 90-712 series
 - 2) SW: ProIndustrial Pro-Cryl Universal Primer B66-1310 series.
 - b. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5):
 - 1) PPG: Pitt Tech Plus Int/Ext DTM Industrial Enamel Semi-Gloss 4216 series.
 - 2) SW: ProIndustrial DTM Acrylic Semi-Gloss B66-1150 series.
2. Interior and exterior, galvanized steel substrates (e.g., hollow metal doors and frames, handrails, lintels):
 - a. Galvanized-metal substrates should not be chromate passivated if primers are field applied. If galvanized metal is chromate passivated, consult manufacturers for appropriate primers.
 - b. Prime Coat: Primer, galvanized, water based:
 - 1) PPG: Pitt Tech DTM Acrylic Industrial Primer 90-712 series
 - 2) SW: ProIndustrial Pro-Cryl Universal Primer B66-1310 series.
 - c. Intermediate and Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5):
 - 1) PPG: Pitt Tech Plus Int/Ext DTM Industrial Enamel Semi-Gloss 4216 series.
 - 2) SW: ProIndustrial DTM Acrylic Semi-Gloss B66-1150 series.

B. CMU Substrates:

1. Interior CMU Surfaces:
 - a. Block Filler:
 - 1) PPG: Speedhide Int./Ext. Latex Block Filler 6-7
 - 2) SW: PrepRite Blockfiller B25W25
 - b. Intermediate and Topcoat (Gloss Level 3):
 - 1) PPG: PPG Pitt Glaze WB1 Precatalyzed Single Component Acrylic Epoxy Eggshell 16-310.
 - 2) SW: ProIndustrial Pre-Catalyzed Epoxy EgShel K45 series

C. Gypsum Board Substrates:

1. Interior Gypsum Board (general locations):

a. Prime Coat:

- 1) PPG: Speedhide Interior Latex Sealer 6-2
- 2) SW: ProMar 200 Zero VOC Primer B28W2600

b. Intermediate and Topcoat (Gloss Level 3):

- 1) PPG: PPG Pitt Glaze WB1 Precatalyzed Single Component Acrylic Epoxy Eggshell 16-310.
- 2) SW: ProIndustrial Pre-Catalyzed Epoxy EgShel K45 series

c. Intermediate and Topcoat (Gloss Level 3) for areas noted to receive epoxy finish:

- 1) PPG: PPG Pitt Glaze WB1 Precatalyzed Single Component Acrylic Epoxy Eggshell 16-310.
- 2) SW: ProIndustrial PreCatalyzed Epoxy EgShel K45 Series

END OF SECTION 099000

SECTION 102239 – FOLDING GLASS PARTITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Top-hung sliding-folding aluminum-framed glass door and partition
- B. Related Sections:
 - 1. Division 09 Section "Non-Structural Metal Framing" for rough opening construction.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's printed product literature for each Folding Glass Partition system to be incorporated into the Work. Show performance test results and details of construction relative to materials, dimensions of individual components, profiles, and colors.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Indicate Folding Glass Partition system component sizes, dimensions and framing R.O., configuration, swing panels, direction of swing and stacking, typical head jamb, side jambs and sill details, type of glazing material, handle height and field measurements.
- C. Samples for Verification of Color Selection: For units with factory-applied color finishes.
- D. Maintenance Data: Submit Owner's Manual from manufacturer. Identify with project name, location and completion date, and type and size of unit installed.
- E. Warranties: Sample of special warranties.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in the installation of manufacturer's products or other similar products for large openings.
 - 1. Installer to be trained and certified by manufacturer.
- B. Manufacturer Qualifications: Manufacturer capable of providing complete, precision built, engineered, pre-fitted units with a minimum thirty (30) years' experience in the sale of folding-sliding door systems for large openings in the North American market.
- C. Accessible Entrances: Comply with applicable provisions in the Illinois Accessibility Code, 2018.
- D. Source Limitations: Furnish Folding Glass Partition system materials from one manufacturer for entire Project.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Contractor to field verify dimensions of rough openings and threshold depressions to receive sill. Mark field measurements on product drawing submittal.

1.6 WARRANTY

- A. Special Warranty: Provide Folding Glass Storefront system manufacturer's standard limited warranty as per manufacturer's published warranty document in force at time of purchase, subject to change, against defects in materials and workmanship
 - 1. Warranty Period:
 - a. Rollers and Insulated Glass Seal Failure: 10 years.
 - b. All other Components: 10 years.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's instructions and recommendations and as follows:
 - 1. Deliver materials to job site in sealed, unopened cartons or crates. Upon receipt, inspect the shipment to ensure it is complete, in good condition and meets project requirements.
 - 2. Store material under cover in a clean and dry location, protecting units against weather and defacement or damage from construction activities, especially to the edges of panels.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **Basis-of-Design Product:** NanaWall NWAcoustical645L by Nana Wall Systems, Inc. Contact Nick Wnenk via phone: 708-385-4079 or email: nick.wnenk@nanawall.com.
- B. Comparable Products: Subject to compliance with requirements, provide the Basis of Design product or comparable product as approved by Architect.

2.2 PERFORMANCE / DESIGN CRITERIA

- A. Performance Criteria:
 - 1. Swing Panel – Operation / Cycling Performance (AAMA 920): 500,000 cycles
 - 2. Acoustical Performance (DIN 52210-3,4): With 40 dB glass, unit STC (Rw) of 36
- B. Design Criteria:
 - 1. Sizes and Configurations: As indicated by the Drawings for selected number and size of panels, location of swing panels, location of track and stacking.
 - 2. Unit Operation: Sliding and folding hardware with top and bottom tracks.
 - 3. Panel Configuration: Straight.
 - 4. Stack Storage Configuration: Outswing Type.
 - 5. Mounting Type: Top Hung.
 - 6. Panel Type: Hinged.
 - a. Primary swing panel of paired swing panels, looking from inside, to be on the left or right as indicated on Drawings.
 - b. Entry/Egress panel hinged to side jamb.

2.3 MATERIALS

- A. Sliding-Folding Glass Partition Description: Monumental top-hung system designed for straight runs, segmented angle changes, center pivot, and capable of folding flat against adjacent walls. Manufacturer's standard frame and panel profiles, with head and floor tracks, side jambs and panels with dimensions as shown on Drawings.
 - 1. Panels:
 - a. Single lite.

- b. Panel Size: As indicated on Drawings.
 - c. Rail Depth: 1-3/4-inch.
 - d. Top Rail and Stile Width: 2-1/8-inch.
 - e. Bottom Rail Width: 2-1/8-inch.
 - 2. Frame: Matching top track and side jambs.
 - a. Top Track Width: 2-1/2 inches.
 - b. Top Track and Side Jambs Depth: 1-3/4 inches.
 - c. Sill Type: ADA-Compliant flush sill.
 - d. Sill Finish: Clear Anodized.
 - e. For ADA Compliance at swing panel: Provide gasket to cover the channel in the sill at swing panels.
 - 3. Aluminum Extrusion: 0.078-inches nominal thickness.
 - 4. Panel and Frame Aluminum Finish: Clear Anodized (ASMA 611).
- B. Glass and Glazing:
- 1. Safety Glazing: In compliance with ASTM C1036, ASTM C1048, ANSI Z97.1 and CPSC 16CFR 1201.
 - 2. Manufacturer's tempered glass lites in insulated glazing units, dry glazed with glass stops on the inside.
 - a. IGU Fill: Air Filled.
 - b. Glass Lite Type: Standard.
- C. Locking Hardware and Handles:
- 1. Main Entry Panel for Models with Swing Panel: Provide lever handles on the inside and outside with single action, emergency egress, interconnected lock.
 - a. Lever Handle Finish: Brushed satin stainless steel.
- D. Sliding-Folding Hardware: Provide manufacturer's standard combination sliding and folding hardware with top and bottom tracks.
- 1. For each pair of folding panels, provide independent cardanic suspension for four (4) wheeled rollers coated with fiberglass reinforced polyamide upper running carriage and lower guide carriage.
 - 2. Swing Panel Hinges:
 - a. Zinc die cast with finish closest match to finish of frame and panels and stainless-steel security hinge pins with setscrews.

3. Adjustment: Provide 1/16 inch (1.5 mm) in width per hinge adjustments without removing panels from tracks and without needing to remove panels from tracks.
- E. Sound Gasketing: Manufacturer's double layer EPDM between panels, EPDM gasket and Q-lon gasket, or brush seal between panel and frame, or brush seals with a two-layer fiberglass reinforced polyamide fin attached at both inner and outer edge of bottom of door panels with a recessed sill or on frame for sealing between panels and between panel and frame.
- F. Fasteners: Stainless steel screws for connecting frame components.

2.4 FABRICATION

- A. Extruded aluminum frame and panel profiles, corner connectors and hinges, sliding and folding hardware, locking hardware and handles, glass and glazing, and sound gasketing components needed to construct a folding glass wall.
 1. Each unit factory pre-assembled and shipped with all components and installation instructions.
 2. Exposed work to be carefully matched to produce continuity of line and design with all joints
 3. No raw edged visible at joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 1. Examine surfaces of openings and verify dimensions; verify rough openings are level, plumb, and square with no unevenness, bowing, or bumps on the floor; and other conditions as required by the manufacturer to receive Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install Folding Glass Partition system in accordance with the Drawings, approved submittals, manufacturer's recommendations, and installation instructions, and as follows:
 - 1. Properly seal around opening perimeter.
 - 2. Secure attach anchorage devices to rigidly fit frame in place, level, straight, plumb, and square. Install frame in proper elevation, plane and location, and in proper alignment with other work.
 - 3. Install panels, handles, lockset, gasketing and other accessories in accordance with manufacturer's recommendations and instructions.

3.3 FIELD QUALITY CONTROL

- A. Verify the Folding Glass Partition system operates and functions properly. Adjust hardware for proper operation.
- B. Non-Conforming Work: Repair or replace non-conforming work as directed by the Architect.

3.4 CLEANING AND PROTECTION

- A. Keep units closed and protect Folding Glass Partition installation against damage from construction activities.
- B. Remove protective coatings and use manufacturer recommended methods to clean exposed surfaces.

END OF SECTION 102239

SECTION 123500 - MANUFACTURED CASEWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Plastic-laminate-faced wood cabinets of stock design.
 - 2. Custom-built casework and countertops

- B. Related Sections:

- 1. Division 06 Section "Miscellaneous Rough Carpentry" for wood blocking for anchoring manufactured wood casework.
 - 2. Division 09 Section "Resilient Base and Accessories" for resilient base applied to manufactured wood casework.
 - 3. Division 12 Section "Simulated Stone Countertops" for countertops applied to manufactured wood casework.

1.3 DEFINITIONS

- A. MDF: Medium-density fiberboard.
- B. Exposed Portions of Cabinets: Surfaces visible when doors and drawers are closed, including bottoms of cabinets more than 48 inches above floor, and surfaces visible in open cabinets.
- C. Semiexposed Portions of Cabinets: Surfaces behind opaque doors, such as interiors of cabinets, shelves, dividers, interiors and sides of drawers, and interior faces of doors. Tops of cases 78 inches or more above floor are defined as semiexposed.
- D. Concealed Portions of Cabinets: Surfaces not usually visible after installation, including sleepers, web frames, dust panels, and ends and backs that are placed directly against walls or other cabinets.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show fabrication details, including types and locations of hardware. Show installation details, including field joints and filler panels. Indicate manufacturer's catalog numbers for casework.
- C. Samples for Initial Selection: For cabinet finishes and for each type of top material indicated.
- D. Samples for Verification: 8-by-10-inch Samples for each type of finish, including top material and the following:
 - 1. Actual samples of all hardware to be used.
- E. Qualification Data: For qualified Installer.
- F. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain manufactured wood casework from single source from single manufacturer.
- C. Quality Standard: Unless otherwise indicated, comply with requirements for modular cabinets in AWI's "Architectural Woodwork Quality Standards."
- D. Product Designations: Drawings indicate sizes, configurations, and finish material of manufactured wood casework. Specified manufacturers' casework of similar sizes and door and drawer configurations, are to be supplied.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver manufactured wood casework only after painting, utility roughing-in, and similar operations that could damage, soil, or deteriorate casework have been completed in installation areas. If casework must be stored in other than installation areas, store only in areas where environmental conditions meet requirements specified in "Project Conditions" Article.
- B. Keep finished surfaces covered with polyethylene film or other protective covering during handling and installation.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install manufactured wood casework until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above ceilings is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Verify actual dimensions of construction contiguous with manufactured wood casework by field measurements before fabrication.

1.8 COORDINATION

- A. Coordinate layout and installation of solid wood blocking, framing and reinforcements in walls and partitions for support of manufactured wood casework.

1.9 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Hinges: Ten (10) of each type used.
 - 2. Pulls: Ten (10) of each type used.
 - 3. Drawer Slides: Ten (10) of each type used.
 - 4. Adjustable Shelf Supports: Twenty (20) of each type used.

1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of manufactured wood casework that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Delamination of components or other failures of glue bond.
 - b. Warping of components.
 - c. Failure of operating hardware.
 - d. Deterioration of finishes.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Maximum Moisture Content for Lumber: 7 percent for hardwood and 12 percent for softwood.
- B. Hardwood Plywood: HPVA HP-1, either veneer core or particleboard core unless otherwise indicated.
- C. Softwood Plywood: DOC PS 1.
- D. Particleboard: ANSI A208.1, Grade M-3 50# (not 47#) density particleboard.
- E. MDF: ANSI A208.2, Grade 130.
- F. Plastic Laminate: High-pressure decorative laminate complying with NEMA LD 3.
 - 1. Manufacturers: Subject to compliance with requirements, provide products from the manufacturer's full line (including premium selections) by one of the following:
 - a. Formica Corporation.
 - b. Wilsonart Contract
 - c. Nevamar
 - d. Architect Approved Equal
 - 2. Plastic Laminate Grade: Grade VGS exposed surfaces, Grade CLS semi-exposed surfaces (cabinet interiors and interior shelves).
 - a. Provide thermo fused melamine for semi-exposed surfaces.
 - b. Provide CLS for interior faces of doors and drawer fronts to match closed interiors of cabinets.
- G. Edgebanding for Plastic Laminate: Rigid PVC extrusions, through color with satin finish, 3 mm thick at doors and drawer fronts, 1 mm thick elsewhere.
- H. Thermoset Decorative Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper complying with LMA SAT-1.

2.2 DESIGN, COLOR, AND FINISH

- A. Design: Provide manufactured wood casework of the following design:
 - 1. Flush overlay with wire pulls.

- B. Plastic-Laminate Colors, Patterns, and Finishes:
 - 1. **See finish plan schedule on finish sheets.**
- C. PVC Edgebanding Color: As selected from casework manufacturer's full range (minimum 50 colors).
- D. Thermoset Decorative Panel Colors, Patterns, and Finishes: As selected by Architect from casework manufacturer's full range.

2.3 CABINET FABRICATION

- A. Plastic-Laminate-Faced Cabinet Construction: As required by referenced quality standard, but not less than the following:
 - 1. Bottoms and Ends of Cabinets, Back of Exposed Cabinets and Tops of Wall Cabinets and Tall Cabinets: 3/4-inch particleboard, plastic-laminate faced on exposed surfaces.
 - 2. Shelves: 3/4-inch particleboard, plastic-laminate faced on exposed surfaces, thermoset decorative panels on semi-exposed surfaces.
 - 3. Shelf lips: 1/2-inch particleboard, plastic-laminate faced on exposed surfaces, thermoset decorative panels on semi-exposed surfaces of 2" minimum height to prevent items from falling off shelf while in motion.
 - 4. Backs of Cabinets: 1/2-inch particleboard, plastic-laminate faced on exposed surfaces, thermoset decorative panels on semi-exposed surfaces.
 - 5. Drawer Fronts: 3/4-inch particleboard, plastic-laminate faced.
 - 6. Drawer Sides and Backs: 1/2-inch solid-wood or veneer-core hardwood plywood, with glued dovetail or multiple-dowel joints. Backs to extend higher than sides to prevent items from falling behind drawer.
 - 7. Drawer Bottoms: 1/4-inch hardwood plywood glued and dadoed into front, back, and sides of drawers. Use 1/2-inch material for drawers more than 24 inches wide.
 - 8. Doors: 3/4-inch particleboard or MDF with wood stiles and rails, plastic-laminate faced.
 - 9. All panels to be of balanced constructions.
- B. Filler Strips: Provide as needed to close spaces between cabinets and walls, ceilings, and indicated equipment. Fabricate from same material and with same finish as cabinets.

2.4 CASEWORK HARDWARE AND ACCESSORIES

- A. Hardware, General: Unless otherwise indicated, provide manufacturer's standard satin-finish, commercial-quality, heavy-duty hardware.

- B. Butt Hinges: Powder-coated, semiconcealed, 5-knuckle hinges complying with BHMA A156.9, Grade 1, with antifriction bearings and rounded tips. Provide 2 hinges for doors less than 48 inches high and 3 hinges for doors more than 48 inches high. Each hinge shall be attached with not less than 9 7/8 flat head machine screws.
- C. Pulls: Solid brushed aluminum wire pulls, fastened from back with two screws.
- D. Door Catches: Zinc-plated, nylon-roller spring catch. Provide 2 catches on doors more than 48 inches high.
- E. Drawer Slides: BHMA A156.9, Type B05091.
 - 1. Heavy Duty (Grade 1HD-100 and Grade 1HD-200): Side mounted; full-extension type; zinc-plated, steel ball-bearing slides.
 - 2. Pencil Drawer Slides: Grade 1, for drawers not more than 3 inches high and 24 inches wide.
 - 3. Keyboard Slides: Grade 1, for computer keyboard shelves.
- F. Drawer and Hinged Door Locks: Cylindrical (cam) type, 5-pin tumbler, brass with chrome-plated finish, and complying with BHMA A156.11, Grade 1.
 - 1. Cabinets to be keyed alike per room with a masterkey that opens all cabinets.
 - 2. Provide locks on all cabinet doors and drawers.
 - 3. Provide 5 keys per room and 10 masterkeys.
- G. Adjustable Shelf Supports: ANSI/BHMA A156.9, B04013; two-pin plastic with shelf hold-down clip.

2.5 COUNTERTOPS AND BACKSPLASHES

- A. Quartz where indicated. See section 123661.19 – QUARTZ AGGLOMERATE COUNTERTOPS and finish plan schedule on finish sheets
- B. Epoxy where indicated: Factory-molded, modified epoxy-resin formulation with smooth, nonspecular finish.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Basis Of Design Product: Durcon Company (The).
 - b. Laboratory Tops, Inc.
 - c. Prime Industries, Inc.
 - 2. Physical Properties:
 - a. Flexural strength: Not less than 10,000 PSI
 - b. Modulus of elasticity: Not less than 2,000,000 PSI
 - c. Hardness (Rockwell M): Not less than 100
 - d. Water absorption (24 hours): Not more than 0.02 percent

- e. Heat distortion point: Not less than 260 Deg F
- 3. Chemical resistance: epoxy-resin material has the following ratings when tested with indicated reagents according to NEMA ID 3, test procedure 3.4.5:
 - a. No effect: Acetic acid (98 percent) acetone, ammonium hydroxide (28 percent), benzene, carbon tetrachloride, dimethyl formamide, ethyl acetate, ethyl alcohol, ethyl ether, methyl alcohol, nitric acid (70 percent), phenol, sulfuric acid (60 percent), and toluene.
 - b. Slight effect: Chromic acid (60 percent) and sodium hydroxide (50 percent)
 - c. Color: Black

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances, location of framing and reinforcements, and other conditions affecting performance of manufactured wood casework.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CASEWORK INSTALLATION

- A. Install level, plumb, and true; shim as required, using concealed shims. Where manufactured wood casework abuts other finished work, apply filler strips and scribe for accurate fit, with fasteners concealed where practical.
- B. Base Cabinets: Set cabinets straight, level, and plumb. Adjust subtops within 1/16 inch of a single plane. Fasten cabinets to masonry or framing, wood blocking, or reinforcements in walls and partitions with fasteners spaced 24 inches o.c. Bolt adjacent cabinets together with joints flush, tight, and uniform. Align similar adjoining doors and drawers to a tolerance of 1/16 inch.
 - 1. Where base cabinets are not installed adjacent to walls, fasten to floor at toe space with fasteners spaced 16 inches o.c. Secure sides of cabinets to floor, where they do not adjoin other cabinets, with not less than two fasteners.
- C. Wall Cabinets: Hang cabinets straight, level, and plumb. Adjust fronts and bottoms within 1/16 inch of a single plane. Fasten to hanging strips, masonry, or framing, blocking, or reinforcements in walls or partitions. Align similar adjoining doors to a tolerance of 1/16 inch.

1. Fasten through back, near top and bottom, at ends, and not more than 16 inches o.c.
 2. Use toggle bolts at hollow masonry.
 3. Use expansion anchors at solid masonry.
 4. Use No. 10 wafer-head screws sized for 1-inch penetration at wood hanging strips.
 5. Use No. 10 wafer-head screws sized for 1-inch penetration into wood framing or blocking at wood-framed partitions.
 6. Use No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish at metal-framed partitions.
- D. Install hardware uniformly and precisely. Set hinges snug and flat in mortises unless otherwise indicated. Adjust and align hardware so moving parts operate freely and contact points meet accurately. Allow for final adjustment after installation.
- E. Adjust casework and hardware so doors and drawers operate smoothly without warp or bind. Lubricate operating hardware as recommended by manufacturer.

3.3 INSTALLATION OF TOPS

- A. Field Jointing: Make in the same manner as shop jointing, using dowels, splines, adhesives, and fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.
1. Secure field joints in plastic-laminate countertops with concealed clamping devices located within 6 inches of front and back edges and at intervals not exceeding 24 inches. Tighten according to manufacturer's written instructions to exert a constant, heavy-clamping pressure at joints.
- B. Secure tops to cabinets with Z- or L-type fasteners or equivalent, using two or more fasteners at each front, end, and back.
- C. Abut top and edge surfaces in one true plane, with internal supports placed to prevent deflection.
- D. Backsplashes are to be mechanically fastened to tops at 16 inches on center and walls with adhesive.
- E. Seal junctures of tops, splashes, and walls with mildew-resistant silicone sealant or another permanently elastic sealing compound recommended by countertop material manufacturer.

3.4 INSTALLATION OF SHELVING

- A. Securely fasten shelf standards to masonry, partition framing, wood blocking, or reinforcements in partitions.
 - 1. Fasten shelf standards at ends and not more than 12 inches o.c.
 - 2. Use toggle bolts at hollow masonry.
 - 3. Use expansion anchors at solid masonry.
 - 4. Use self-tapping sheet metal screws in metal framing or metal backing at metal-framed partitions. Do not use wall anchors in gypsum board.
 - 5. Use wood screws sized for 1-inch penetration into wood framing or blocking at wood-framed partitions.
 - 6. Use toggle bolts at plaster on metal lath.
- B. Install shelf standards plumb and at heights to align shelf brackets for level shelves. Space standards not more than 36 inches o.c.
- C. Install shelving level and straight, closely fitted to other work where indicated.

3.5 CLEANING AND PROTECTING

- A. Repair or remove and replace defective work as directed on completion of installation.
- B. Clean finished surfaces, touch up as required, and remove or refinish damaged or soiled areas to match original factory finish, as approved by Architect.
- C. Protection: Provide 6-mil plastic or other suitable water-resistant covering over countertop surfaces. Tape to underside of countertop at a minimum of 48 inches o.c. Remove protection at Substantial Completion.

END OF SECTION 123500

SECTION 123661.19 – QUARTZ AGGLOMERATE COUNTERTOPS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Specification Requirements Section, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Quartz Agglomerate countertops and backsplashes.
- B. Related Sections:
 - 1. Division 12 Section “Manufactured Casework” for plastic laminate casework.
 - 2. Division 22 Section “Plumbing Fixtures” for plumbing fittings.

1.3 SUBMITTALS

- A. Product Data: For countertop materials.
- B. Shop Drawings: Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.
- C. Samples for Verification: For the following products:
 - 1. Simulated stone material countertop.

1.4 PROJECT CONDITIONS

- A. Field Measurements: Verify dimensions by field measurements before fabrication is complete.

1.5 COORDINATION

- A. Coordinate locations of utilities that will penetrate countertops or backsplashes.

PART 2 - PRODUCTS

2.1 QUARTZ AGGLOMERATE

- A. Quartz Agglomerate: Solid sheets consisting of quartz aggregates bound together with a matrix of filled plastic resin and complying with ICPA SS-1, except for composition.
 - 1. Colors, Patterns, and Finishes
 - a. **See finish plan schedule on finish sheets.**
- B. Configuration:
 - 1. Front: Straight, slightly eased at top.
 - 2. Backsplash: Straight, slightly eased at corner.
 - 3. Endsplash: Matching backsplash.
- C. Countertops: 2cm- thick, quartz agglomerate.
- D. Backsplashes: 2cm- thick, quartz agglomerate.
- E. Fabrication:
 - 1. Fabricate tops with shop-applied eased edges unless otherwise indicated. Comply with quartz agglomerate manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
 - a. Fabricate with loose backsplashes for field assembly.
- F. Joints: Fabricate countertops in sections for joining in field.
 - 1. Joint Type: Bonded, 1/32 inch or less in width.
 - 2. Countertops and sills less than 8'-0" in length shall be fabricated as one piece.
- G. Cutouts and Holes:
 - 1. Grommets: Drill countertops in field for grommets

2.2 ACCESSORY MATERIALS

- A. Particleboard: ANSI A208.1, Grade M-2-Exterior Glue.
- B. Adhesives: As recommended by manufacturer. Adhesives shall not contain urea formaldehyde.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install countertops level to a tolerance of 1/8 inch in 8 feet. Provide undercounter supports as required.
- B. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Pre-drill holes for screws as recommended by manufacturer. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
 - 1. Seal edges of cutouts in particleboard subtops by saturating with varnish.
- C. Install aprons, backsplashes, and endsplashes to comply with manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.

END OF SECTION 123661