

Project Manual

ARCHITECT'S PROJECT NUMBER

223026.01

# Waukegan Park District Field House Sports, Fitness & Aquatic Center Control Desk

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800 Baldwin Avenue

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Waukegan , IL 60085

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FOR THE

Waukegan Park District

**Jay Lerner**

1324 Golf Road

Waukegan, IL 60085

July 17<sup>th</sup>, 2023

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## SECTION 00 21 13

### INSTRUCTIONS TO BIDDERS

#### PART 1 GENERAL

##### 1.01 PROPOSAL

- A. The Owner, Waukegan Park District, will receive sealed bids for the Fieldhouse Control Desk on Thursday, August 3<sup>rd</sup>, 2023, at 10:00 am.
- B. To receive full consideration bids must contain the following documents properly completed and signed:
  - 1. Bid Form
  - 2. Bid Bond
  - 3. Certificate of Compliance with Illinois Drug-Free Act
  - 4. Certificate of Compliance with Illinois Human Rights Workplace Act
  - 5. Certification Regarding Criminal Background Investigation
  - 6. Authorization for Criminal Background Investigation
  - 7. Bidder Eligibility Certification and Non-Collusion Affidavit
  - 8. Contractor References List
  - 9. Certificate of Prevailing Wage

##### 1.02 PREPARATION FOR BIDS

- A. Proposals to be entitled for consideration must be made in accordance with the following instructions.
  - 1. Submit three (3) copies of bid on forms provided by the Architect with all blank spaces for bid prices filled in, in ink, or typewritten.
  - 2. Submit bid (3 copies) in an opaque sealed envelope, addressed to:

Waukegan Park District  
Attn: Jay Lerner  
Waukegan Park District Administrative Fieldhouse Sports, Fitness and Aquatics Center  
Control Desk  
1324 Golf Road  
Waukegan, IL 60085
  - a. Mark the envelope SEALED BID FOR:
    - 1) Waukegan Park District Center Control Desk
    - 2) Bidder Name.
  - 3. Bids will be received until 10:00 a.m., prevailing time, on August 3<sup>rd</sup>, 2023 for all specified work at the Park Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, IL 60085. Bids will be opened publicly directly following the deadline for receipt of bids.
  - 4. Bids received after this time will not be accepted.
  - 5. Erasures or written memorandum on the Bid Form are prohibited. Include additional explanations, statements, or qualifications in a separate sheet attached to the Bid Form.
  - 6. The Base Bid shall appear only where called for in the Bid Form and shall not appear elsewhere in the proposal.
  - 7. Fill in all blank spaces for the bid items with prices, or if not applicable, the words "No Bid."
- B. The Owner reserves the right to reject any or all bids or parts thereof at its sole discretion.
- C. The Owner reserves the right to waive any or all irregularities or informalities in the bidding procedures.

- D. Telegraphic bids will not be accepted, but modifications by telegram of bids already submitted will be considered if received prior to the scheduled closing time for receiving bids.

### **1.03 DEFINITIONS**

- A. All definitions set forth in the General Conditions of the Contract for Construction as printed in AIA Document A201 as modified and included herewith are applicable to these Instructions to Bidders.
- B. Bidding Documents include the Advertisement to Bid, Instructions to Bidders, the Bid Proposal Form and required attachments, AIA Document A101 Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum, 2007 edition, including General Conditions as modified for this project, and the proposed Contract Documents including any addendum issued prior to receipt of bids.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
  - 1. Addenda will be issued by e-mail. Bidders are to consider an e-mail addendum as a binding modification to the contract documents.
  - 2. It is the bidder's responsibility to ascertain from the Architect that they have received all addenda issued to the bidding documents prior to submitting their bids.
  - 3. Receipt of Addenda shall be acknowledged on the Bid Forms where indicated.

### **1.04 DOCUMENTS**

- A. The Bidding Documents have been distributed by email and may be examined at the offices of the following:
  - 1. Architect: Legat Architects, 1125 Tri-State Parkway, Suite 730, Gurnee, IL 60031.
- B. Contractors may obtain additional electronic sets of plans and specifications directly from Mardee Marden with Legat Architects at [mmarden@legat.com](mailto:mmarden@legat.com) or 847-263-3535. Contractor shall be responsible for any reproduction costs.

### **1.05 EXAMINATION OF DOCUMENTS AND SITE**

- A. There will be a voluntary pre-bid meeting on **Tuesday, July 25<sup>th</sup>, 2023 at 10:00 am** in the Field House Sports, Fitness and Aquatics Center at 800 Baldwin Avenue, Waukegan, IL 60085. All bidders are encouraged to attend.

### **1.06 POST-BID QUALIFICATION**

- A. Any bidder may be required to submit supporting data to substantiate that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. With bid submission, general contractors shall include a list of no less than 5 similar projects, with name/scope, cost, date, owner contact and architect contact information.

### **1.07 BID WITHDRAWAL**

- A. Any bidder may withdraw their bid prior to the scheduled closing time for receiving bids. All bidders shall hold their Bids open for a period of ninety calendar days from the date of Bid Opening. The Owner and Bidders may agree to extend the period of irrevocability beyond the ninety-day period.

### **1.08 INTERPRETATION OF BIDDING DOCUMENTS**

- A. Submit all questions regarding the Bidding Documents to the Architect. Replies will be issued to

all bidders of record in the form of an Addendum. Questions received later than 3:00 P.M. on July 26, 2023 cannot be answered.

### **1.09 NON-SPECIFIED ITEMS**

- A. Substitutions:
  - 1. Substitutions for the items specified may be made by the Contractor only by submitting proposed substitutions on the Substitution Sheet provided.
  - 2. Requests received after bid opening will not be considered except for the following conditions:
    - a. Product discontinued.
    - b. Insufficient quantity. Except the following will not establish cause for substitution:
      - 1) Failure to award subcontract in sufficient time, or failure to place orders for products so as to ensure delivery without delaying work.
    - c. Delays beyond control, such as strikes, lockouts, storms, fires, or acts of God, which may preclude the procurement and delivery of products for purposes of the Project.
- C. No consideration will be given to substitutions after the Contractor submits the Schedule of Values.

### **1.10 METHOD OF AWARD**

- A. If the Owner should award a Contract, the Owner will award it to the lowest responsible bonafide Bidder with full consideration given to Contractor's Completion Schedule based upon the Base Bid.
- B. In determining the lowest responsible bona fide Bidder and in awarding a contract, the Owner may take into consideration skill, facilities, capacity, experience, ability, responsibility, previous work, previous performance, financial standing of Bidder, amount of work being carried on by Bidder, quality and efficiency of construction equipment proposed to be furnished, period of time within which proposed equipment is furnished and delivered, and necessity of prompt and efficient completion of work herein described.
- C. The Owner shall after review of all mitigating factors noted above accept that bid which is considered to be in the best interest of the Owner. Any such decision shall be considered final and not subject to review. Accepted bids are subject to execution of a written contract between the Bidder and Waukegan Park District.
- D. It is intended that a recommendation for award of a contract shall be made to the TBD.

### **1.11 PROPOSAL REQUIREMENTS**

- A. All Bidders' proposals shall be expressly based on the following items:
  - 1. Instructions to Bidders.
  - 2. Bid Proposal Form.
  - 3. General Conditions.
  - 4. Plans and Specifications.
  - 5. Addenda.
- B. Any Contract resulting from the Bidding Documents will incorporate the terms and provisions of said documents. It is intended that these Bidding Documents shall prevail over conflicting terms and conditions of Contractor's proposal. Bidder's printed terms and conditions are NOT considered as exceptions to the Contract

### **1.12 BID SECURITY**

- A. Accompany bids with Bid Bond in an amount of Ten Percent (10%) of the aggregate of the Base Bid amount and all Alternate Bid amounts only as a guarantee that, if award is made, the bidder will sign the agreement and furnish the required bonds within five days or forfeit his bid security as liquidated damages, but not as a penalty. Execute Bid Bond on form furnished by the Architect or on form which is acceptable to the State of Illinois and issued by a Surety meeting all the standards of the state of Illinois Department of Insurance.
  - 1. Make Bid Security payable to: Waukegan Park District.
- B. The bid security of all except the three lowest bidders will be returned within five days after the award of the Contract.
- C. The bid security of the successful bidder and the two other bidders will be returned promptly after the Owner and the accepted bidder have executed the agreement, and the appropriate bonds and certificates of insurance have been provided by the successful bidder. Bid security of the other Contractor's will be returned promptly after agreement is finalized.

### **1.13 PERFORMANCE ASSURANCE**

- A. Accepted Bidder: Provide a Performance and Labor and Material /Payment bond.
  - 1. Provide a 100 percent Performance Bond on AIA 312.
  - 2. Provide a 100 percent Payment Bond on AIA 312.
  - 3. Deliver bonds within 3 days after execution of the Contract.

### **1.14 OTHER CERTIFICATIONS AND SUBMITTALS**

- A. All bidders must complete and sign the following certifications and submit them with their bid proposals. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF BIDDER.
  - 1. Bidder Eligibility Certification and Non-Collusion Affidavit.
  - 2. Certificate of Compliance with Illinois Human Rights Act.
  - 3. Certificate of Compliance with Illinois Drug-Free Workplace Act.
  - 4. Certification Regarding Criminal Background Investigations.
  - 5. Authorization for Criminal Background Investigation
  - 6. Certificate for Prevailing Wages: Section 00 82 20.
  - 7. List of the Contractors References for projects of similar scope and complexity.

### **1.15 POWER OF ATTORNEY**

- A. Attorneys-in-Fact who sign bonds, Agreements or bids must file with each such document a certified and effectively-dated copy of their Power of Attorney.

### **1.16 EMPLOYMENT AND LABOR PROVISIONS**

- A. In the employment and use of labor, the Contractor and his subcontractors shall conform to the Illinois Statutory requirements regarding labor and wages, including Equal Employment Opportunity Laws. See Document 00820 - Prevailing Wage Requirements.
  - 1. Contractors shall pay not less than prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).
- B. Vendors/Contractors must conform to all federal, state, local and OSHA Regulations now in effect.

### **1.17 CRIMINAL BACKGROUND INVESTIGATION PROVISIONS**

- A. Background Checks. The contractor agrees to conduct criminal background checks on each of its employees, as well as employees of its subcontractors, prior to sending them to the Field House. The Waukegan Park District may request new background checks of any employee at

any time. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no additional cost to the school. If in the school's sole discretion objectionable information regarding any employee is discovered in the background check, such person shall not be allowed to continue working at Waukegan Park District. The minimum background check process shall include, but not be limited to, the following checks:

1. Social Security Number Trace.
2. Federal, State, and County Criminal Background Checks.
3. National Sex Offender Registry.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**



SECTION 00 41 00

BID FORM

THE PROJECT AND THE PARTIES

1.01 NAME OF BIDDER: \_\_\_\_\_

1.02 TO: EXECUTIVE BOARD

Waukegan Park District  
Administrative Center  
1324 Golf Road  
Waukegan, IL 60085

A. Field House Sports, Fitness & Aquatics Center Control Desk (**All Work Shown in the Contract Documents**).

1. We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contract Documents on file at the office of the Owner, hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of Field House Sports, Fitness & Aquatics Center Control Desk, all in accordance with the Drawings and Specifications prepared by the office of Legat Architects, Inc. including Addenda No., \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ issued thereto for the sum of:

a. Base Bid for all Work:

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

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

b. The base bid consists of all Work specified and required by the proposed Contract Documents, including allowances in Section 01 21 00.

B. Accompanying this proposal is a Bid Security payable to Waukegan Park District, which is agreed will be forfeited to the aforementioned as liquidated damages if the undersigned fails to execute the standard form of Owner/Contractor Agreement (AIA Document A101, 2007 Edition, as modified), which is included herein, and furnish evidence of their ability to become bonded and to provide insurance coverage as specified, within five days after notification of the Intent to Award Contract to the undersigned.

E. In signing and submitting this Bid, the undersigned certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents.

F. Time of Completion: If awarded the Contract, the bidder agrees to complete all Construction Work and achieve Substantial Completion by:

1. **December 8<sup>th</sup>, 2023**

G. The space below of the desired completion schedule has been left for insertion of Contractor's own completion schedule date, if he feels that the desired date as stated in the specifications cannot be met. Insertion of a date by the bidder does not change the specified completion date unless the Owner chooses to accept the bidder's date in awarding the contract.

1. Field House Sports, Fitness & Aquatics Central Control Desk:

a. Substantial Completion for all work December 8th, 2023.

- b. Can the Substantial Completion Date noted above be achieved under the Base Bid?  
 Yes /  No
- c. Contractor's Substantial Completion  
 Date: \_\_\_\_\_

H. FIRM NAME: \_\_\_\_\_.

I. OFFICIAL ADDRESS: \_\_\_\_\_.

J. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

K. By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

L. \_\_\_\_\_  
 (Printed/Typed Name and Title)

M. Where the Bidder is a corporation, add Attest \_\_\_\_\_  
 (SEAL) Secretary (signature) Date

N. BID BOND ENCLOSED IN THE FOLLOWING AMOUNT:  
 \$ \_\_\_\_\_.

**END OF BID FORM**

SECTION 00 42 00

BID BOND

BID BOND

1.01 BID BOND INFORMATION

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of Illinois as Surety, are held and firmly bound unto \_\_\_\_\_ as Obligee, hereinafter called Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the Principal has submitted a bid for: \_\_\_\_\_

C. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

E. \_\_\_\_\_  
(Principal)

F. \_\_\_\_\_  
(Witness) (Title) (SEAL)

G. \_\_\_\_\_  
(Surety)

H. \_\_\_\_\_  
(Witness) (Title) (SEAL)

**SECTION 00 44 00**

**SUBSTITUTION SHEET**

**SUBSTITUTION SHEET**

**1.01 SUBSTITUTION INFORMATION**

- A. All bids shall be based upon the provisions of the proposed Contract Documents.
- B. Bidders desiring to make substitutions for "proprietary brands" specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids.
- C. The Owner reserves the right to reject all such substitutions, and such substitutions will not be used to determine the low bid.
- D. Complete descriptions, and technical data shall accompany all proposed substitutions.
- E. NOTE: Manufacturer's names and material approved by the Architect during the bidding time, but not shown in Addenda, must be listed below if said material is to be considered.

F. BRAND/MAKE SPECIFIED                      PROPOSED                      ADD                      DEDUCT

1.	_____	_____	_____	_____
	—			
2.	_____	_____	_____	_____
	—			
3.	_____	_____	_____	_____
	—			
4.	_____	_____	_____	_____
	—			
5.	_____	_____	_____	_____
	—			

G. NAME OF BIDDER: \_\_\_\_\_

H. DATE: \_\_\_\_\_.

**END OF SECTION**

**SECTION 00 48 50**

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT**

**1.01 CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT INFORMATION**

- A. \_\_\_\_\_, Contractor, having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. ch. 127 par. 132.313) that [he, she, it] 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 certified, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.
  
- B. Firm Name: \_\_\_\_\_
  
- C. By: \_\_\_\_\_  
(Authorized Agent of Contractor)

**SECTION 00 48 70**

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT**

**1.01 CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT INFORMATION**

A. \_\_\_\_\_, 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 and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

B. Firm Name: \_\_\_\_\_

C. By: \_\_\_\_\_

(Authorized Agent of Contractor)

**SECTION 00 48 80**

**CERTIFICATE REGARDING CRIMINAL BACKGROUND INVESTIGATIONS**

**1.01 CERTIFICATION REGARDING CRIMINAL BACKGROUND INVESTIGATION INFORMATION**

A. 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 solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (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/l 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 have or may have direct, daily contact with the occupants of the facility, 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 County of Cook to request a criminal background investigation of said applicant and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of 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 community college district. This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

B. By: \_\_\_\_\_

C. Its: \_\_\_\_\_

D. Dated: \_\_\_\_\_.

**SECTION 00 48 90**

**AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION**

**1.01 AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION INFORMATION**

- A. The undersigned hereby authorizes the County of Lake, Illinois to request a criminal background investigation from the Illinois State Police, pursuant to 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.
- B. By: \_\_\_\_\_  
(Printed/Typed Name of Applicant Employee)
- C. By: \_\_\_\_\_  
(Signature of Applicant or Employee)
- D. Dated: \_\_\_\_\_.
- E. NOTE: SIGNATURE NOT REQUIRED FOR SUBMITTAL WITH BID; THIS IS FORM REFERRED TO IN DOCUMENT 00 48 80 FOR USE WITH EMPLOYMENT APPLICATIONS.



SECTION 00 49 50

BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT

1.01 BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT INFORMATION

- A. Public Act 85-1295 (Illinois Revised Statutes, 1987, ch. 38, art. 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.
- B. The following certification must be signed and submitted with bidder's bid proposal. **FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.**
  - 1. \_\_\_\_\_, as part of its bid on  
(Name of Contractor)
  - 2. Contract for - \_\_\_\_\_ hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E 3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.
  - 3. 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 restraint of trade.
- C. Firm Name: \_\_\_\_\_
- D. By: \_\_\_\_\_  
(Authorized Agent of Contractor)
- E. \_\_\_\_\_  
(Title)
- F. Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.
- G. \_\_\_\_\_  
(Notary Public)

**SECTION 00 49 60**

**CONTRACTOR REFERENCES**

**CONTRACTOR REFERENCES**

**1.01 CONTRACTOR REFERENCES INFORMATION**

- A. To receive full consideration, bids must contain a list of projects of similar size, and scope of work.
- B. Each project listed must include the following minimum information:
  - 1. Project Name and Address.
  - 2. Owner's Name and Address.
  - 3. Brief Description of the Scope of Work.
  - 4. Dollar Value of the Contract for Construction.
  - 5. Month and Year that the Contract for Construction was let.
  - 6. Project Reference contact name, company, phone number, and relationship to project.
- C. Attach list of Contractor References to this page.
- D. NAME OF BIDDER: \_\_\_\_\_
- E. DATE: \_\_\_\_\_.

**END OF SECTION**

**SECTION 00 72 00**

**GENERAL CONDITIONS**

**FORM OF GENERAL CONDITIONS**

- 1.1 AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition Revised, is the General Conditions between the Owner and Contractor.**

**END OF SECTION**



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Field House Sports, Fitness & Aquatics Center Desk  
800 Baldwin Avenue  
Waukegan, Illinois 60085

**THE OWNER:**

*(Name, legal status and address)*

Waukegan Park District  
Administrative Center  
1324 Golf Road  
Waukegan, Illinois 60085

**THE ARCHITECT:**

*(Name, legal status and address)*

Legat Architects, Inc.  
1125 Tri State Parkway, Suite 730  
Gurnee, Illinois 60031

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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.

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. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

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

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

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

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

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

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

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

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

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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



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

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

### § 3.4 Labor and Materials

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

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

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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### **§ 3.8 Allowances**

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

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

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

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

### **§ 3.9 Superintendent**

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

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

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

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

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

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

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

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

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

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

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

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

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

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

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

### **§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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



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

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

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

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

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

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

## § 8.2 Progress and Completion

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

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

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

## § 8.3 Delays and Extensions of Time

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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

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

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

#### § 9.4 Certificates for Payment

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

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

#### § 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

## § 9.6 Progress Payments

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

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

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

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

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

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

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

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

## **§ 9.7 Failure of Payment**

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

## **§ 9.8 Substantial Completion**

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

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

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

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

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

## **§ 9.9 Partial Occupancy or Use**

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

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

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

### § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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



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

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

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

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

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

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

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

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

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

**§ 10.3 Hazardous Materials and Substances**

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

#### **§ 10.4 Emergencies**

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

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

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

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

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

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

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

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

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

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

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

## **§ 11.3 Waivers of Subrogation**

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

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

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

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

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

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

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

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

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

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

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

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

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

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

### § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

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

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

#### **§ 15.1.3 Notice of Claims**

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

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

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

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

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

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

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

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

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

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



### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

### § 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

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

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

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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



**SECTION 00 82 00**

**PREVAILING WAGE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 REQUIREMENTS**

- A. Each Contractor shall comply with requirements of "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or by any public body or any political subdivision or by anyone under contract for public works".
- 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, Owner, will notify Contractor and each Subcontractor of the changes in the prevailing rate of hourly wages. 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 to the prevailing wage as set forth above shall not result in an increase in the Contract Sum.
- C. Contractor shall follow all State, County, City or by any public body provisions for prevailing wages. Contractors shall submit two forms of Certification of Monthly Payroll with each monthly pay request.
  - 1. Certification of Monthly Payroll (record copy) will include name, address, phone, SS number, classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of each day for each identified worker.
  - 2. Certification of Monthly Payroll (public information copy) will include name, classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of each day for each identified worker. (note: no SS # and address of employees) This submission would be maintained by the institution for three years and be provided upon receipt of a freedom of information act request concerning labor at those sites during the period which contractors and subs are employed at those sites.

**1.02 ACT AND ORDINANCES**

- A. "An Act requiring wages of laborers, mechanics and other workmen employed in any public works by the State, County, City of any public body or any political subdivision or by anyone under contract for public works . . . ", Illinois Revised Statues, 1981, Chapter 48, Sections 39s-1 through 39s-2.
  - 1. A copy of Illinois Department of Labor Prevailing Wages for Lake County is included herein.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

**SECTION 00 82 10**

**CERTIFICATE OF MONTHLY PAYROLL**

**1.01 CERTIFICATION OF MONTHLY PAYROLL**

A. I, \_\_\_\_\_, do hereby certify that attached hereto are true and correct payroll records for all laborers, mechanics, and other workers employed by \_\_\_\_\_ on the project known as \_\_\_\_\_.

Such records contain a true and accurate statement of each worker's name, address, telephone number (if available), social security number, classification(s), hourly wages paid in each pay period, number of hours worked each day, and starting and ending times of each day. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Illinois Prevailing Wage Act. I am aware that filing a certified payroll that I know to be false is a Class B misdemeanor.

B. Certified By: \_\_\_\_\_ Dated \_\_\_\_\_.

1. \_\_\_\_\_  
(Name of Contractor or Subcontractor's Representative)

2. \_\_\_\_\_  
(Title of Representative)

3. \_\_\_\_\_  
(Name of Contractor or Subcontractor)

4. \_\_\_\_\_  
\_\_\_\_\_  
(Address of Contractor or Subcontractor)

C. SUBSCRIBED and SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

D. \_\_\_\_\_  
(Notary Public)

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

**SECTION 00 82 20**

**CERTIFICATE OF PREVAILING WAGE REQUIREMENT**

**1.01 PREVAILING WAGE REQUIREMENT**

A. \_\_\_\_\_, Contractor, 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 or the Board of Trustees, and that Contractor and all subcontractors shall in all other respects comply with the *Prevailing Wage Act* in carry 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. Revisions 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.

B. By: \_\_\_\_\_  
(Contractor's Authorized Representative)

1. \_\_\_\_\_  
(Title of Representative)

2. \_\_\_\_\_  
(Name of Contractor or Subcontractor)

3. \_\_\_\_\_  
\_\_\_\_\_  
(Address of Contractor or Subcontractor)

F. SUBSCRIBED and SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

G. \_\_\_\_\_  
(Notary Public)

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

## SECTION 01 30 00

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL 1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Construction progress schedule.
- G. Coordination drawings.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Requests for Interpretation (RFI) procedures.
- K. Submittal procedures.

#### 1.02 RELATED REQUIREMENTS

- A. General Conditions: Dates for applications for payment.
- B. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

#### 1.03 REFERENCE STANDARDS

- A. AIA G716 - Request for Information; 2004.

#### 1.04 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Conform to requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities. B.

Make the following types of submittals to Architect:

- 1. Requests for Interpretation (RFI).
- 2. Requests for substitution.
- 3. Shop drawings, product data, and samples.
- 4. Manufacturer's instructions and field reports.
- 5. Applications for payment and change order requests.
- 6. Progress schedules.
- 7. Correction Punch List and Final Correction Punch List for Substantial Completion.
- 8. Closeout submittals.

#### 1.05 PROJECT COORDINATOR

- A. General Contractor: -
- B. During construction, coordinate use of site and facilities through the Project Coordinator.
- C. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 10 00 - Summary.
- E. Coordinate field engineering and layout work under instructions of the Project Coordinator.

- F. Establish on-site lines of authority and communication; schedule and conduct project meetings among:
  - 1. Owner's Representative.
  - 2. Architect.
  - 3. General Contractor.
- G. Cost Control:
  - 1. Maintain cost accounting records for authorized work performed under Unit Costs.
  - 2. Develop and implement procedure for review and processing of applications for progress and final payments: Submit recommendation to Architect and Construction Manager for Certification to Owner for Payment.
- H. Administer processing of:
  - 1. Shop drawings, product data and samples.
  - 2. Coordination drawings.
  - 3. Closeout submittals.
- I. Maintain Reports and Records at Job Site:
  - 1. Daily log of progress of work, available to Architect and Owner.
  - 2. Assemble documentation for handling of claims and disputes.
- J. Contractor to verify that specified cleaning is done during progress of work and at the completion of each subcontractor's work.
- K. Make the following types of submittals to Architect through the Project Coordinator:
  - 1. Requests for Interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Applications for payment and change order requests.
  - 6. Progress schedules.
  - 7. Coordination drawings.
  - 8. Closeout submittals.
  - 9. Requests for Change Orders.
- L. Upon contractor's determination of Substantial Completion of work or portion thereof, notify Architect in writing as to project status and request inspection and completion of punch list of incomplete or unsatisfactory items.
- M. Upon Architect's Certificate of Date of Substantial Completion, supervise correction and completion of work within specified period.
- N. Upon Contractor's determination that Work is finally complete:
  - 1. Submit written notice to Architect and Owner, that Work is ready for final inspection.
  - 2. Secure and transmit to Architect required closeout submittals as put forth in Section 01 78 00.
  - 3. Contractor to turn over to Architect for approval all items for closeout as put forth in Section 01 78 00.

**PART 2 PRODUCTS - NOT USED PART 3 EXECUTION 3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
  - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.



2. Contractor and Architect are required to use this service.
3. It is Contractor's responsibility to submit documents in allowable format.
4. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
5. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
6. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts. B. Submittal Service: The selected service is:

### **3.02 PRECONSTRUCTION MEETING**

A. Project Coordinator will schedule a meeting after Notice of Award. B.

Attendance Required:

1. Owner.
  2. Architect.
  3. General Contractor 4. Contractor.
    - a. Safety Representative.
    - b. Field Superintendent
    - c. Project Manager C. Agenda:
  2. Execution of Owner-Contractor Agreement.
  3. Submission of executed bonds and insurance certificates.
  4. Distribution of Contract Documents.
  5. Letter from Project Safety Representative certifying that he/she will be empowered as the Contractor's Safety Engineer, is responsible for enforcing all safety requirements and is familiar with the Manual of Accident Prevention in Construction by the Associated General Contractors of America, current edition and further that the Contractor will maintain at the project a copy of said publication and will strictly enforce the applicable requirements of same.
  6. Identify critical work sequencing.
  7. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  8. Designation of personnel representing the parties to Contract, Owner, Contractor and Architect.
  9. Establish chain of Authority.
  10. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  11. Scheduling.
  12. Discuss major equipment deliveries and priorities.
  13. Review of use of premises:
    - a. Office and storage areas.
    - b. Access to site and facilities.
    - c. Owner's requirements.
    - d. Security procedures.
  14. Review requirements of and procedures for maintaining record documents.
- D. General Contractor shall record minutes and distribute copies within five days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 SITE MOBILIZATION MEETING**

A. Project Coordinator will schedule meeting at the Project site prior to Contractor occupancy. B.

Attendance Required:

223026.01 / Waukegan Park District  
 Field House Sports, Fitness & Aquatics Center  
 Control Desk

01 30 00 - 3

ADMINISTRATIVE  
 REQUIREMENTS

1. Contractor.
2. Owner.
3. Architect.
4. Contractor's superintendent.
5. Safety Representative. C. Agenda:
  1. Use of premises by Owner and Contractor.
  2. Owner's requirements and occupancy prior to completion.
  3. Construction facilities and controls provided by Owner.
  4. Temporary utilities provided by Owner.
  5. Security and housekeeping procedures.
  6. Schedules.
  7. Application for payment procedures.
  8. Procedures for testing.
  9. Procedures for maintaining record documents.
  10. Requirements for start-up of equipment.
  11. Inspection and acceptance of equipment put into service during construction period.
  12. Establish safety and first aid procedures.
  13. Procedures and reviews of mock-up panels.
- D. Contractor shall record minutes and distribute copies within five days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 PROGRESS MEETINGS**

- A. Project Coordinator will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. General Contractor will schedule and administer meetings throughout progress of the Work.
- C. General Contractor will make arrangements for meetings, prepare agenda with copies for participants and preside at meetings.
- D. Attendance Required: Job superintendent, Owner, and Architect as appropriate to agenda topics for each meeting.
- E. Agenda:
  1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Corrective measures to regain projected schedules.
  8. Planned progress during succeeding work period.
  9. Coordination of projected progress.
  10. Maintenance of quality and work standards.
  11. Effect of proposed changes on progress schedule and coordination.
  12. Other business relating to work.
  13. Process Payment Requests Monthly.
- F. General Contractor shall record minutes and distribute copies within five days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

### **3.05 CONSTRUCTION PROGRESS SCHEDULE**

- A. Refer to Supplemental Documents.

- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.06 COORDINATION DRAWINGS**

- A. Conduct coordination meetings in accordance with each respective section prior to starting Work of the applicable contractor. Construction Manager shall notify and coordinate with Architect for such meetings.
- B. Provide information required by General Contractor for preparation of coordination drawings.
- C. Review drawings for completion and for conflicts with other trades or for efforts on Construction Manager's schedule prior to submission to Architect.

### **3.07 REQUESTS FOR INTERPRETATION (RFI)**

- A. Definition: A request seeking one of the following:
  - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
  - 2. Prepare in a format and with content acceptable to Owner.
    - a. Use AIA G716 - Request for Information .
  - 3. Prepare using software provided by the Electronic Document Submittal Service.
  - 4. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
    - D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
      - 1. Include in each request Contractor's signature attesting to good faith effort to determine from the Contract Documents information requiring interpretation.
      - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
        - a. Approval of submittals (use procedures specified elsewhere in this section).
        - b. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
        - c. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
  - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
  - 2. Note dates of when each request is made, and when a response is received.

3. Highlight items requiring priority or expedited response.
- H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
  1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
  1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### **3.08 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

### **3.09 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturer's instructions.
  6. Manufacturer's field reports.
  7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

### **3.10 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them to the Construction Manager at project closeout:
  1. Project record documents.

2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

### 3.11 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### 3.12 SUBMITTAL PROCEDURES A.

General Requirements:

1. Use a separate transmittal for each item.
  2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  6. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
    - a. Send submittals in electronic format via email to Architect.
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
  2. Collect required information into a single submittal.
  3. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:

1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
  2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
  2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
- E. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
  2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- F. Transmit each submittal with a copy of approved submittal form.
- G. Transmit each submittal with approved form.

- H. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- I. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- J. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. K. Schedule submittals to expedite the Project, and coordinate submission of related items.
- L. For each submittal for review, allow 15 business days excluding delivery time to and from the Contractor to the Architect. Include an additional (5) business days, if required review is to be provided by the Architect's consultants. Include an additional (15) business days for all color selections which need to reviewed with the Owner.
- M. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work. N. Provide space for Contractor and Architect review stamps.
- O. When revised for resubmission, identify all changes made since previous submission.
- P. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- Q. Submittals not requested will not be recognized or processed.
- R. Shop drawings which incorporate, in part or in whole, direct reproductions of the contract documents are not acceptable and will be returned, without review, to the contractor, for resubmittal.
- S. Electronic Files
  - 1. Construction drawings for this project have been prepared by the Architect and Engineers utilizing Revit 2017.2.
  - 2. Contractors and subcontractors may purchase electronic media files of the Contract Documents at \$300.00 for all sheets within a single discipline.
  - 3. Upon request to purchase electronic files, the contractor shall complete the "Request for Electroni Drawing Files" issued by the Architect and issue the appropriate credit to the Owner by Change Order.
  - 4. Sheets can be formatted to provide background information only, background plus various layers of equipment or of complete sheets as issued for construction.
  - 5. The Contractor may utilize these electronic files in the preparation of their shop drawings and as-built drawings only.
  - 6. The information issued is provided in a good faith effort to expediate the Project and simplify the efforts of the Contractor with no guarantee by the issuer as to the accuracy or correctness of the information provided. The Architect accepts no responsibility or liability for the Contractor's or subcontractors use of these electronic files.
  - 7. The use of these electronic files by the Contractors does not relieve them of their responsibility to field measure existing conditions and to properly fit the work to the Project. 8. These electroni files will be provided when purchased for the convenience of the Contractor and this Project. Ownership and use of the issued electronic files are governed by the terms of the General Conditions. T. Submittals
    - 1. Submit all submittals within sixty (60) calendar days after date of Letter of Intent or thirty (30) days prior to the start of submittal work, which ever is shorter.
    - 2. Submit electronic copies of shop drawings and product data and number of copies of samples, which Contractor requires for distribution and future submission under Section 01 70 00.
    - 3. Submit number/size of samples specified in each of specification sections.
    - 4. Accompany submittals with transmittal letter, containing:

- a. Date.
  - b. Submittal Number.
  - c. Project title and number.
  - d. Contractor's name and address.
  - e. Relevant specification section number.
  - f. Number of shop drawings, product data and samples submitted.
  - g. Notification of any deviations from Contract Documents.
  - h. Other pertinent data.
5. Submittals shall include:
- a. Date and revision dates.
  - b. Project title and number.
  - c. Names of:
    - 1) Construction Manager
    - 2) Architect
    - 3) Architect's consultants
    - 4) Subcontractor
    - 5) Sub-subcontractor 6) Supplier
    - 7) Manufacturer.
    - 8) Separate detailer when pertinent.
  - d. Identification of product or material.
  - e. Relation to adjacent structure or material.
  - f. Field dimensions, clearly identified as such.
  - g. Specification section and page number.
  - h. Specified standards, such as ASTM number or Federal specification.
  - i. Blank space for approval stamps.
  - j. Identification of previously approved deviations from Contract Documents.
  - k. Identification of color selections required and color selection charts.
6. All shop drawing submittals received by the Construction Manager and Architect, which do not bear the Contractor's approval stamp and initials/signatures will be returned, without review, to the contractor, for resubmittal.

U. Resubmission Requirements

- 1. Shop Drawings
  - a. Definition: Shop Drawings are original drawings prepared by Contractor, subcontractor, sub-sub-contractors, supplier or distributor, which illustrates some portion of the work, showing fabrication, layout, settling or erection details.
  - b. Revise initial drawings as directed and resubmit in accordance with submittal procedures.
  - c. Indicate on drawings all changes which have been made since previous submission, in addition to those requested by Architect.
  - d. Clearly indicate by revision number and date, each resubmittal of each shop drawing.
- 2. Product data and samples: Submit new data and samples, as specified for initial submittal.
- 3. Make all resubmittals within ten (10) business days, after date of Architect's previous review.

V. Distribution of Submittals after Review

- 1. Construction Manager will distribute copies of shop drawings and product data, which carry Architect's stamp to:
  - a. Contractors file.
  - b. Job site file.
  - c. Record documents file.
  - d. Subcontractors.

- e. Suppliers.
  - f. Fabricators.
  - g. Other contractors, as required.
2. Distribute samples, as directed in accordance with Contract Documents.
  3. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements. W. Contractor's Responsibilities
    1. Review shop drawings, product data and samples prior to submission to the next level of authority.
    2. Verify:
      - a. Field dimensions and drawing dimensions.
      - b. Field construction criteria.
      - c. Catalog numbers and similar data.
      - d. Compliance of items submitted with Contract Documents.
      - e. Dimensions and elevation requirements necessary to properly install product.
    3. Coordinate each submittal with requirements of:
      - a. The Work.
      - b. The Contract Documents.
      - c. The work of other subcontractors.
    4. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect/Engineer's review of submittals.
    5. Notify Construction Manager and Architect in writing, prior to submission and specifically on the the submittal, of any proposed deviations in submittals from contract requirements.
    6. Contractor's responsibility for notifying Construction Manager and Architect of deviations and for correcting deviations not properly identified in submittals is not relieved by Architect's review of improperly documented submittals.
    7. Do not begin any work which requires submittals without having Architect's stamp and initials/signature indicating review.
    8. Submit to Construction Manager and Architect for review in one combined package all materials of the project which require color selection. Allow extended color submittal review time for Architect to coordinate color selections with Owner.
    9. After Architect's review, make response required by Architect's stamp and distribute copies. Indicate by transmittal that copy of approved data has been distributed.
    10. Subcontractors:
      - a. Subcontractors send their submittals to the Contractor.
      - b. Contractor reviews and initials submittals for compliance with scope, coordination and integration with the work of all other subcontractors.
      - c. Contractor transmits his reviewed copies of subcontractors submittals to Architect.
      - d. Contractor retains copy of submittals after review by Architect and distributes copies to submitting subcontractor and to other subcontractors for coordination and integration.
      - e. Contractor to enforce resubmission requirements. X. Architect's Responsibilities
        1. Review for compliance to design concept of project.
        2. Review all requests for proposed deviations. Obtain Owner's concurrence and respond to Contractor's request.
        3. Review of separate item does not constitute review of an assembly in which item functions.
        4. Affix stamp, date and initials/signature certifying the review of the submittal and with instructions for contractor response.
        5. Return submittals to Construction Manager. Construction Manager will distribute to contractors.

**END OF SECTION**



**SECTION 01 32 16**  
**CONSTRUCTION PROGRESS SCHEDULE**

**PART 1 GENERAL 1.01 SECTION INCLUDES**

- A. Construction progress schedule, bar chart type.

**1.02 RELATED SECTIONS**

- A. Section 01 10 00 - Summary: Work sequence.

**1.03 SUBMITTALS**

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. Within 10 days after joint review, submit complete schedule.
- C. Submit updated schedule with each Application for Payment.
- D. Submit under transmittal letter form specified in Section 01 30 00 - Administrative Requirements.

**1.04 SCHEDULE FORMAT**

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches.
- C. Sheet Size: Multiples of 8-1/2 x 11 inches.
- D. Scale and Spacing: To allow for notations and revisions.

**PART 2 PRODUCTS - NOT USED PART 3 EXECUTION 3.01 PRELIMINARY SCHEDULE**

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

**3.02 CONTENT**

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Provide sub-schedules to define critical portions of the entire schedule.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- E. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- F. Coordinate content with schedule of values specified in Section 01 20 00 - Price and Payment Procedures.
- G. Provide legend for symbols and abbreviations used.

**3.03 BAR CHARTS**

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

**3.04 REVIEW AND EVALUATION OF SCHEDULE**

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

**3.05 UPDATING SCHEDULE**

- A. Maintain schedules to record actual start and finish dates of completed activities.

- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

**3.06 DISTRIBUTION OF SCHEDULE**

- A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

**END OF SECTION**

**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES A.**

- Submittals.
- B. References and standards.
- C. Control of installation.
- D. Tolerances.
- E. Defect Assessment.

**1.02 RELATED REQUIREMENTS**

- A. Document 00 72 00 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- C. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to General Contractor, Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Conformance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.
  - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

**1.04 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

**PART 2 PRODUCTS - NOT USED PART 3 EXECUTION 3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

**3.02 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

**3.03 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment

**END OF SECTION**

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL 1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 25 00 - Substitution Procedures: Substitutions made during and after the Bidding/Negotiation Phase.
- B. Section 01 40 00 - Quality Requirements: Product quality monitoring.
- C. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting packaging and substitutions.

**1.03 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS 2.01 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- C. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

**2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents. B. DO NOT USE products having any of the following characteristics:
  - 1. Made outside the United States.
  - 2. Made using or containing CFC's or HCFC's.
  - 3. Made of wood from newly cut old growth timber.

## **2.03 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## **2.04 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

## **PART 3 EXECUTION 3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 01 25 00 - Substitution Procedures.
- B. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- C. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- D. Substitutions will not be considered when a product becomes unavailable through no fault of the Contractor.
- E. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- F. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- G. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents. H. Substitution Submittal Procedure:
  - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

## **3.02 OWNER-SUPPLIED PRODUCTS**

- A. Owner's Responsibilities:
  - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
  - 2. Arrange and pay for product delivery to site.
  - 3. On delivery, inspect products jointly with Contractor.
  - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:

1. Review Owner reviewed shop drawings, product data, and samples.
2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish products.
4. Repair or replace items damaged after receipt.

### **3.03 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.04 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- L. Prevent contact with material that may cause corrosion, discoloration, or staining.
- M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

**SECTION 01 70 00**  
**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL 1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances. C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- J. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 74 19 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- E. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.
- F. Section 01 79 00 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections
- G. Section 02 41 00 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

**1.03 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
  - 6. Include in request:
    - a. Identification of Project.
    - b. Location and description of affected work.
    - c. Necessity for cutting or alteration.
    - d. Description of proposed work and products to be used.
    - e. Effect on work of Owner or separate Contractor.



- f. Written permission of affected separate Contractor.
  - g. Date and time work will be executed.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

### **1.05 QUALIFICATIONS**

- A. For demolition work, employ a firm specializing in the type of work required.
  - 1. Minimum of three years of documented experience.

### **1.06 PROJECT CONDITIONS**

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
  - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
  - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
  - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
  - 2. Outdoors: Limit conduct of especially noisy exterior work to hours permitted by The City of Waukegan.
  - 3. Indoors: Limit conduct of especially noisy interior work to hours permitted by the Owner.
- G. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

### **1.07 COORDINATION**

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Do not start demolition or construction until all materials are on site or readily available for installation. Once demolition / construction begins there should be no delays in the construction process due to supply stream / delivery delay issues.
- D. Notify affected utility companies and comply with their requirements.
- E. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

- F. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- G. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- H. Coordinate completion and clean-up of work of separate sections.
- I. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

**PART 2 PRODUCTS 2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

**PART 3 EXECUTION 3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

**3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

**3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Construction Manager and Architect four days in advance of meeting date. D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.

- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Construction Manager, Architect, Owner, participants, and those affected by decisions made.

### **3.04 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Construction Manager and Architect.
- G. Utilize recognized engineering survey practices.
- H. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Grid or axis for structures.
- J. Periodically verify layouts by same means.

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.06 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Construction Manager and Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
  - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
  - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

- D. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings.
  - 3. Relocate items indicated on drawings.
  - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  - 4. Verify that abandoned services serve only abandoned facilities.
  - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
  - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
  - 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
  - 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
  - 1. Refinish existing surfaces as indicated:
    - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
    - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

### **3.07 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements. C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- J. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.08 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.09 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.10 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.11 DEMONSTRATION AND INSTRUCTION**

- A. See Section 01 79 00 - Demonstration and Training.

### **3.12 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC.

### **3.13 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
  - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.

- G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.14 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Construction Manager and Architect when work is considered ready for Substantial Completion.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Owner will occupy all of the building as specified in Section 01 10 00.
- F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- H. Notify Construction Manager and Architect when work is considered finally complete.
- I. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

### **3.15 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

## SECTION 01 74 19

### CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### PART 1 GENERAL 1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- E. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
  - 5. Incineration, either on- or off-site.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

#### 1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: List of items to be salvaged from the existing building for relocation in project or for Owner.
- B. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 70 00 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

#### 1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.



- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
  - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
  - 2. Submit Report on a form acceptable to Owner.
  - 3. Landfill Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
    - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - 4. Recycled and Salvaged Materials: Include the following information for each:
    - a. Identification of material, including those retrieved by installer for use on other projects.
    - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
    - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
    - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
  - 5. Material Reused on Project: Include the following information for each:
    - a. Identification of material and how it was used in the project.
    - b. Amount, in tons or cubic yards.
    - c. Include weight tickets as evidence of quantity.
  - 6. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

#### **PART 2 PRODUCTS 2.01 PRODUCT SUBSTITUTIONS**

- A. See Section 01 60 00 - Product Requirements for substitution submission procedures. B. For each proposed product substitution, submit the following information in addition to requirements specified in Section 01 60 00:
  - 1. Relative amount of waste produced, compared to specified product.

2. Cost savings on waste disposal, compared to specified product, to be deducted from the Contract Price.
3. Proposed disposal method for waste product.
4. Markets for recycled waste product.

**PART 3 EXECUTION 3.01 WASTE MANAGEMENT PROCEDURES**

- A. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.
- C. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

**3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Construction Manager, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

**END OF SECTION**

**SECTION 01 78 00**  
**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL 1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 72 00 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Supplemental Documents.
- E. Individual Product Sections: Specific requirements for operation and maintenance data.
- F. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to the Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED PART 3 EXECUTION 3.01 PROJECT RECORD DOCUMENTS**

- A. **Contractor and all subcontractors shall maintain an accurate record of deviations and changes from the Contract Documents, which occur in the work.**
  - 1. Indicate all such deviations and changes on a record set of the Contract Documents; and turn over to the Construction Manager, Architect and Owner upon completion of the Work. This includes all such documents and information such as final shop drawings, sketches, marked prints and similar data indicating the as-built conditions.
- B. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.

4. Change Orders and other modifications to the Contract.
  5. Reviewed shop drawings, product data, and samples.
  6. Manufacturer's instruction for assembly, installation, and adjusting.
  7. Other modifications to contract.
  8. Field test records.
  9. All schedules.
  10. Correspondence file.
- C. Ensure entries are complete and accurate, enabling future reference by Owner.
  - D. Store record documents separate from documents used for construction.
  - E. Record information concurrent with construction progress.
  - F. File documents in format in accord with Project Manual Table of Contents.
  - G. Do not use record documents for field construction purposes.
  - H. Make documents available at all times for inspection by Construction Manager, Architect and Owner.
  - I. Plans and sections of all concealed work, particularly concealed piping and conduit, and deviations from conditions shown on the contract drawings, shall be shown and dimensioned on the "as-built" drawings.
  - J. Contractor shall develop layout drawings for all concealed work that is schematically indicated on contract drawings.
  - K. Do not permanently conceal any work until specified information has been recorded.
  - L. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
    1. Manufacturer's name and product model and number.
    2. Product substitutions or alternates utilized.
    3. Changes made by Addenda and modifications.
  - M. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
    1. Measured depths of foundations in relation to finish first floor datum.
    2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
    3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
    4. Field changes of dimension and detail.
    5. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- E. Warranty, Bond and Service Contract: Provide information sheet for Owner's personnel with proper procedures in event of failure and instances which might affect validity of warranties of bonds.

### **3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
  - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS A.**

For Each Item of Equipment and Each System:

- 1. Description of unit or system, and component parts.
- 2. Identify function, normal operating characteristics, and limiting conditions.
- 3. Include performance curves, with engineering data and tests.
- 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

### 3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Construction Manager, Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- I. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Product data, shop drawings, and other submittals.
    - c. Operation and maintenance data.
    - d. Field quality control data.
    - e. Photocopies of warranties and bonds.

### 3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. **All warranties are to be provided for a period of one year minimum, or greater time if listed in the individual specifications.**
- C. Verify that documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Retain warranties and bonds until time specified for submittal.
- F. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

**END OF SECTION**

**SECTION 02 4100  
DEMOLITION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alteration purposes.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- E. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- F. Section 01 7419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- G. Section 31 2323 - Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

**1.03 REFERENCE STANDARDS**

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
  - 1. Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.

**1.05 QUALITY ASSURANCE**

- A. Demolition Firm Qualifications: Company specializing in the type of work required.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Fill Material: As specified in Section 31 2323 - Fill.
- B. Patch the terrazzo floor at the existing conduit penetrations and existing counter anchoring points.

**PART 3 EXECUTION**

**3.01 SCOPE**

- A. Remove as shown on demo drawings..
- B. Remove other items indicated, for salvage, relocation, recycling, and \_\_\_\_\_.

- C. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 31 2200.

### **3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 5. Do not close or obstruct roadways or sidewalks without permit.
  - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

### **3.03 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
- C. Services (Including but not limited to Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. Verify that abandoned services serve only abandoned facilities before removal.
  - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.



3. Repair adjacent construction and finishes damaged during removal work.
4. Patch as specified for patching new work.

**3.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Section 01 7419 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

**SECTION 05 7000  
DECORATIVE METAL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Railing and guardrail assemblies.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 7419 - Construction Waste Management and Disposal: Additional requirements for cleaning.
- B. Section 05 5000 - Metal Fabrications: Supports.

**1.03 REFERENCE STANDARDS**

- A. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.
- B. ASTM E935 - Standard Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings; 2021.
- C. AWS C3.4M/C3.4 - Specification for Torch Brazing; 2016.
- D. AWS C3.5M/C3.5 - Specification for Induction Brazing; 2016, with Amendment (2017).
- E. AWS C3.9M/C3.9 - Specification for Resistance Brazing; 2020.
- F. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2021).
- G. AWS D1.6/D1.6M - Structural Welding Code - Stainless Steel; 2017, with Amendment (2021).

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Pre-Installation Meeting: Schedule and conduct a preinstallation meeting one week before starting work of this section. Attendees shall include, but not be limited to:
  - 1. Contractor.
  - 2. Architect.
  - 3. Owner's representative.
  - 4. Other subcontractors of adjacent work.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's product data, including description of materials, components, finishes, fabrication details, glass, anchors, and accessories.
- C. Shop Drawings: Indicate railing system elevations and sections, details of profile, dimensions, sizes, connection attachments, anchorage, size and type of fasteners, and accessories. Indicate anchor and joint locations, brazed connections, transitions, and terminations.
- D. Samples: Submit one (1) of each item below for each type and condition shown.
  - 1. Glass: 12 inch by 12 inch, illustrating color, thickness and edge condition.
- E. Test Reports: Submit test reports from an independent testing agency showing compliance with specified design and performance requirements.
- F. Manufacturer's Installation Instructions.
- G. Maintenance Data: Manufacturer's instructions for care and cleaning.
- H. Manufacturer's qualification statement.
- I. Installer's qualification statement.
- J. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

## 1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in installing decorative stairs and railing systems and acceptable to manufacturer.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with not less than three years of documented experience.
- C. Templates: Supply installation templates, reinforcing, and required anchorage devices.

## 1.07 MOCK-UPS

- A. Provide mock-up of railing system, \_\_\_\_ feet long by \_\_\_\_ feet wide, illustrating each type of material, cladding, and finish.
- B. See Section 01 4000 - Quality Requirements for additional requirements.
- C. Locate where directed.
- D. Mock-up may remain as part of the work.

## 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in factory-provided protective coverings and packaging.
- B. Protect materials against damage during transit, delivery, storage, and installation at site.
- C. Inspect materials upon delivery for damage. Repair damage to be indistinguishable from undamaged areas; if damage cannot be repaired to be indistinguishable from undamaged parts and finishes, replace damaged items.
- D. Prior to installation, store materials and components under cover in a dry location.

## 1.09 FIELD CONDITIONS

- A. Do not install railings until project is enclosed and ambient temperature of space is minimum 65 degrees F and maximum 95 degrees F.
- B. Maintain ambient temperature of space at minimum 65 degrees F and maximum 95 degrees F for 24 hours before, during, and after railing installation.

## 1.10 WARRANTY

- A. Warranty: Manufacturer's standard one year warranty against defects in materials, fabrication, finishes, and installation commencing on Date of Substantial Completion.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Decorative Metal Railings:
  - 1. Ameristar: Echelon Plus Majestic 3 - rail <https://www.ameristarperimeter.com/us/en>
    - a. 4' High with 4' opening single swing gate
  - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Railing Components:
  - 1. Manufacturer/Fabricator specified for railings.
    - a. 1 1/2" square ( 3 per section)
    - b. Posts: 2 1/2" Square ( spaced 8' max)
  - 2. Substitutions: See Section 01 6000 - Product Requirements.

### 2.02 RAILING SYSTEMS

- A. Railing Systems - General: Factory- or shop-fabricated in design indicated, to suit specific project conditions, and for proper connection to building structure, and in largest practical sizes for delivery to site.
  - 1. Performance Requirements: Design and fabricate railings and anchorages to resist the following loads without failure, damage, or permanent set; loads do not need to be applied simultaneously.
    - a. Lateral Force: 75 lb minimum, at any point, when tested in accordance with ASTM E935.

- b. Distributed Load: 50 lb/ft minimum, applied in any direction at the top of the handrail, when tested in accordance with ASTM E935.
  - c. Concentrated Loads on Intermediate Rails: 50 psf, minimum.
  - d. Concentrated Load: 200 lbs minimum, applied in any direction at any point along the handrail system, when tested in accordance with ASTM E935.
2. Assembly: Join lengths, seal open ends, and conceal exposed mounting bolts and nuts using slip-on non-weld mechanical fittings, flanges, escutcheons, and wall brackets.
  3. Joints: Tightly fitted and secured, machined smooth with hairline seams.
  4. Field Connections: Provide sleeves to accommodate site assembly and installation.
  5. Welded and Brazed Joints: Make visible joints butt tight, flush, and hairline; use methods that avoid discoloration and damage of finish; grind smooth, polish, and restore to required finish.
    - a. Ease exposed edges to a small uniform radius.
    - b. Welded Joints:
      - 1) Carbon Steel: Perform welding in accordance with AWS D1.1/D1.1M.
      - 2) Stainless Steel: Perform welding in accordance with AWS D1.6/D1.6M.
    - c. Brass/Bronze Brazed Joints:
      - 1) Perform torch brazing in accordance with AWS C3.4M/C3.4.
      - 2) Perform induction brazing in accordance with AWS C3.5M/C 3.5.
      - 3) Perform resistance brazing in accordance with AWS C3.9M/C3.9.

### **2.03 MATERIALS**

- A. Black powder coated ornamental aluminum fence

### **2.04 ACCESSORIES**

- A. Welding Fittings: Factory- or shop-welded from matching pipe or tube; joints and seams ground smooth.
- B. Anchors and Fasteners: Provide anchors and other materials as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.
  1. For anchorage to concrete, provide inserts to be cast into concrete for bolt anchors.
  2. For anchorage to masonry, provide brackets to be embedded in masonry for bolt anchors.
  3. For anchorage to stud walls, provide backing plates for bolt anchors.
  4. Exposed Fasteners: No exposed bolts or screws.
- C. Carbon Steel Bolts and Nuts: ASTM A307.
- D. Finish Touch-Up Materials: As recommended by manufacturer for field application.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate and site conditions are acceptable and ready to receive work.
- B. Verify field dimensions of locations and areas to receive work.
- C. Notify Architect immediately of conditions that would prevent satisfactory installation.
- D. Do not proceed with work until detrimental conditions have been corrected.
- E. Furnish components to be installed in other work to installer of that other work, including but not limited to blocking, sleeves, inserts, anchor bolts, embedded plates, and supports for attachment of anchors.

### **3.02 INSTALLATION**

- A. Comply with manufacturer's drawings and written instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects, and with tight joints, except where necessary for expansion.
- C. Anchor securely to structure.

- D. Conceal anchor bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.
- E. Isolate dissimilar materials with bituminous coating, bushings, grommets, or washers to prevent electrolytic corrosion.

### **3.03 CLEANING**

- A. Remove protective film from exposed metal surfaces.
- B. Metal: Clean exposed metal finishes with potable water and mild detergent, in accordance with manufacturer recommendations; do not use abrasive materials or chemicals, detergents, or other substances that may damage the material or finish.
- C. See Section 01 7419 - Construction Waste Management and Disposal for additional requirements.

### **3.04 PROTECTION**

- A. Protect installed components and finishes from damage after installation.
- B. Repair damage to exposed finishes to be indistinguishable from undamaged areas.
  - 1. If damage to finishes and components cannot be repaired to be indistinguishable from undamaged finishes and components, replace damaged items.

**END OF SECTION**

**SECTION 06 4100**  
**ARCHITECTURAL WOOD CASEWORK**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Specially fabricated cabinet units.
- B. Countertops.
- C. Hardware.
- D. Preparation for installing utilities.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- C. Section 08 8000 - Glazing: Glass for casework.
- D. Section 12 3600 - Countertops.

**1.03 REFERENCE STANDARDS**

- A. AWI (QCP) - Quality Certification Program; Current Edition.
- B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- C. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.
- D. BHMA A156.9 - Cabinet Hardware; 2020.
- E. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene a preinstallation meeting not less than one week before starting work of this section; require attendance by all affected installers.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
  - 1. Scale of Drawings: 1-1/2 inch to 1 foot, minimum.
  - 2. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
- C. Product Data: Provide data for hardware accessories.
- D. Samples: Submit actual samples of architectural cabinet construction, minimum 12 inches square, illustrating proposed cabinet, countertop, and shelf unit substrate and finish.
- E. Samples: Submit actual sample items of proposed pulls, hinges, shelf standards, and locksets, demonstrating hardware design, quality, and finish.
- F. Certificate: Submit labels and certificates required by quality assurance and quality control programs.
- G. Sustainable Design Submittal: Documentation for sustainably harvested wood-based components.

**1.06 QUALITY ASSURANCE**

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
  - 1. Company with at least one project in the past 5 years with value of woodwork within 20 percent of cost of woodwork for this Project.
  - 2. Accredited participant in the specified certification program prior to the commencement of fabrication and throughout the duration of the project.

- B. Quality Certification:
1. Comply with AWI (QCP) woodwork association quality certification service/program in accordance with requirements for work specified in this section: [www.awiqcp.org/#sle](http://www.awiqcp.org/#sle).
  2. Provide labels or certificates indicating that the installed work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
  3. Provide designated labels on shop drawings as required by certification program.
  4. Provide designated labels on installed products as required by certification program.
  5. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.
  6. Replace, repair, or rework all work for which certification is refused.

### **1.07 MOCK-UPS**

- A. Provide mock-up of one typical workstation including wall cabinet, countertop, and plastic laminate curved edge, including hardware and finishes.
- B. See Section 01 4000 - Quality Requirements for additional requirements.
- C. Locate where directed.
- D. Mock-up may remain as part of the work.

### **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Protect units from moisture damage.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Any certified AWI custom manufacturer. .

### **2.02 CABINETS**

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Plastic Laminate Faced Cabinets: Custom grade.

### **2.03 WOOD-BASED COMPONENTS**

- A. Wood fabricated from old growth timber is not permitted.

### **2.04 LAMINATE MATERIALS**

- A. Manufacturers:
  1. Arborite; ColorEdge: [www.arborite.com/#sle](http://www.arborite.com/#sle).
  2. Formica Corporation; \_\_\_\_: [www.formica.com/#sle](http://www.formica.com/#sle).
  3. Wilsonart LLC; \_\_\_\_: [www.wilsonart.com/#sle](http://www.wilsonart.com/#sle).
  4. Substitutions: See Section 01 6000 - Product Requirements.
- B. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications.
- C. Provide specific types as indicated.
  1. Horizontal Surfaces: HGS, 0.048 inch nominal thickness, through color, \_\_\_\_ color, finish as indicated.
  2. Vertical Surfaces: VGS, 0.028 inch nominal thickness, through color, \_\_\_\_ color, finish as indicated.
  3. Post-Formed Horizontal Surfaces: HGP, 0.039 inch nominal thickness, through color, \_\_\_\_ color, finish as indicated.
  4. Cabinet Liner: CLS, 0.020 inch nominal thickness, through color, \_\_\_\_ color, finish as indicated.
  5. Laminate Backer: BKL, 0.020 inch nominal thickness, undecorated; for application to concealed backside of panels faced with high pressure decorative laminate.
  6. Interior of

## 2.05 COUNTERTOPS

- A. Countertops: See Section 12 3600.

## 2.06 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Plastic Edge Banding: Extruded PVC, convex shaped; smooth finish; self locking serrated tongue; of width to match component thickness.
  - 1. Color: As indicated on drawings.
  - 2. Use at all locations.
- C. Fasteners: Size and type to suit application.
- D. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; galvanized or chrome-plated finish in concealed locations and stainless steel or chrome-plated finish in exposed locations.
- E. Concealed Joint Fasteners: Threaded steel.
- F. Grommets: Standard plastic, painted metal, or rubber grommets for cut-outs, in color to match adjacent surface.

## 2.07 HARDWARE

- A. Hardware: BHMA A156.9, types as recommended by fabricator for quality grade specified.
- B. Adjustable Shelf Supports: Standard side-mounted system using recessed metal shelf standards or multiple holes for pin supports and coordinated self rests, polished chrome finish, for nominal 1 inch spacing adjustments.
- C. Countertop Brackets: Fixed, concealed vertical leg, side-of-stud mounting.
  - 1. Materials: Steel L- and T-shapes.
    - a. Finish: Manufacturer's standard, factory-applied, powder coat.
    - b. Color: Black.
    - c. Vertical Leg: 18 inches.
    - d. Support Member Depth: 2 inches.
    - e. Support Member Width: 2 inches
    - f. Support Member Length: 18 inches.
- D. Drawer and Door Pulls: "U" shaped wire pull, steel with chrome finish, 4 inch centers.
- E. Cabinet Locks: Keyed cylinder, two keys per lock, master keyed, steel with chrome finish.
  - 1. Provide for all drawers and cabinets.
- F. Hinges: European style concealed self-closing type, steel with nickel-plated finish.
  - 1. Manufacturers:
    - a. Blum, Inc; COMPACT BLUMOTION: [www.blum.com/#sle](http://www.blum.com/#sle).
    - b. Grass America Inc; \_\_\_\_: [www.grassusa.com/#sle](http://www.grassusa.com/#sle).
    - c. Hardware Resources; \_\_\_\_: [www.hardwareresources.com/#sle](http://www.hardwareresources.com/#sle).
    - d. Hettich America, LP; \_\_\_\_: [www.hettich.com/#sle](http://www.hettich.com/#sle).

## 2.08 FABRICATION

- A. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.
- B. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.
- C. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.
- D. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet from sink cut-outs.
  - 1. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.



2. Cap exposed plastic laminate finish edges with material of same finish and pattern.
- E. Mechanically fasten back splash to countertops as recommended by laminate manufacturer at 16 inches on center.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

#### **3.02 INSTALLATION**

- A. Install work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.
- C. Use fixture attachments in concealed locations for wall mounted components.
- D. Use concealed joint fasteners to align and secure adjoining cabinet units.
- E. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim for this purpose.
- F. Secure cabinets to floor using appropriate angles and anchorages.
- G. Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.

#### **3.03 ADJUSTING**

- A. Test installed work for rigidity and ability to support loads.
- B. Adjust moving or operating parts to function smoothly and correctly.

#### **3.04 CLEANING**

- A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

**END OF SECTION**

**SECTION 07 9200  
JOINT SEALANTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.
- B. Section 08 8000 - Glazing: Glazing sealants and accessories.

**1.03 REFERENCE STANDARDS**

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- C. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2018.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2021a.
- E. SCAQMD 1168 - Adhesive and Sealant Applications; 1989 (Amended 2017).

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.
  - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 4. Substrates the product should not be used on.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- D. Sustainable Design Documentation: For sealants and primers, submit VOC content and emissions documentation; see Section 01 6116.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

**1.06 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
  - 1. Bostik Inc: [www.bostik-us.com/#sle](http://www.bostik-us.com/#sle).
  - 2. Dow: [www.dow.com/#sle](http://www.dow.com/#sle).
  - 3. Hilti, Inc: [www.hilti.com/#sle](http://www.hilti.com/#sle).
  - 4. Pecora Corporation: [www.pecora.com/#sle](http://www.pecora.com/#sle).

5. Sika Corporation: [www.usa.sika.com/#sle](http://www.usa.sika.com/#sle).
6. Specified Technologies Inc: [www.stifirestop.com/#sle](http://www.stifirestop.com/#sle).
7. Tremco Commercial Sealants & Waterproofing: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
8. W.R. Meadows, Inc: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).

## **2.02 JOINT SEALANTS - GENERAL**

- A. Sealants and Primers: Provide products with acceptable levels of volatile organic compound (VOC) content; see Section 01 6116.

## **2.03 NONSAG JOINT SEALANTS**

- A. Type S-1 - Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
  1. Movement Capability: Plus and minus 25 percent, minimum.
  2. Non-Staining to Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
  3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
  4. Color: Match adjacent finished surfaces.

## **2.04 ACCESSORIES**

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.

- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

**END OF SECTION**

**SECTION 08 4313**  
**ALUMINUM-FRAMED STOREFRONTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Aluminum-framed storefront, with vision glass.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 9200 - Joint Sealants: Sealing joints between frames and adjacent construction.
- B. Section 08 8000 - Glazing: Glass and glazing accessories.

**1.03 REFERENCE STANDARDS**

- A. AAMA CW-10 - Care and Handling of Architectural Aluminum from Shop to Site; 2015.
- B. AAMA 609 & 610 - Cleaning and Maintenance Guide for Architecturally Finished Aluminum (Combined Document); 2015.
- C. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2020.
- D. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- E. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Conduct a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, and internal drainage details.
- C. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related work, expansion and contraction joint location and details, and field welding required.
  - 1. Include design engineer's stamp or seal on shop drawings for attachments and anchors.
- D. Samples: Submit one sample 3 by 2 inches in size illustrating finished aluminum surface, glass, glazing materials.
- E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

**1.06 QUALITY ASSURANCE**

- A. Designer Qualifications: Design structural support framing components under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the State in which the Project is located.
- B. Manufacturer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience.
- C. Installer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Handle products of this section in accordance with AAMA CW-10.
- B. Protect finished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond to aluminum when exposed to sunlight or weather.

## 1.08 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Aluminum-Framed Storefronts Manufacturers:
  - 1. Kawneer North America: [www.kawneer.com/#sle](http://www.kawneer.com/#sle).
  - 2. Oldcastle BuildingEnvelope: [www.oldcastlebe.com/#sle](http://www.oldcastlebe.com/#sle).
  - 3. Tubelite, Inc: [www.tubeliteinc.com/#sle](http://www.tubeliteinc.com/#sle).
  - 4. Trulite Glass & Aluminum Solutions, LLC: [www.trulite.com/#sle](http://www.trulite.com/#sle).
  - 5. Substitutions: See Section 01 6000 - Product Requirements.

### 2.02 ALUMINUM-FRAMED STOREFRONT

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
  - 1. Glazing Position: Front-set.
  - 2. Horizontal Mullion Dimensions: 2 inches wide by 4-1/2 inches deep.
  - 3. Finish: Class I natural anodized.
    - a. Factory finish all surfaces that will be exposed in completed assemblies.
  - 4. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
  - 5. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
  - 6. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
  - 7. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
  - 8. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.

### 2.03 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, drainage holes and internal weep drainage system.
  - 1. Glazing Stops: Flush.
  - 2. Structurally Reinforced Members: Extruded aluminum with internal reinforcement of structural steel member.
- B. Glazing: See Section 08 8000.
  - 1. For Interior Framing: Type G-1.

### 2.04 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Fasteners: Stainless steel.
- C. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.

### 2.05 FINISHES

- A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install wall system in accordance with manufacturer's instructions.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

### **3.02 TOLERANCES**

- A. Maximum Variation from Plumb: 0.06 inch per 3 feet non-cumulative or 0.06 inch per 10 feet, whichever is less.
- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch.

### **3.03 CLEANING**

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths, and take care to remove dirt from corners and to wipe surfaces clean.
- C. Upon completion of installation, thoroughly clean aluminum surfaces in accordance with AAMA 609 & 610.

### **3.04 PROTECTION**

- A. Protect installed products from damage until Date of Substantial Completion.

**END OF SECTION**

## SECTION 08 8000

### GLAZING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Glazing units.
- B. Glazing compounds.

##### 1.02 RELATED REQUIREMENTS

- A. Section 06 4100 - Architectural Wood Casework
- B. Section 08 4313 - Aluminum-Framed Storefronts: Glazing provided as part of storefront assembly.

##### 1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; Current Edition.
- B. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005 (Reapproved 2019).
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- D. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2018.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2021a.
- G. GANA (SM) - GANA Sealant Manual; 2008.

##### 1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data on Glazing Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- C. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.
- D. Samples: Submit two samples 12 by 12 inch in size of glass units.
- E. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 - Product Requirements, for additional provisions.

##### 1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years documented experience.

##### 1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Heat Soaked Tempered Glass: Provide a five (5) year manufacturer warranty to include coverage for spontaneous breakage of fully tempered glass caused by nickel sulfide (NiS) inclusions.



## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Glass Fabricators:
  - 1. JE Berkowitz, LP: [www.jeberkowitz.com/#sle](http://www.jeberkowitz.com/#sle).
  - 2. Viracon, Inc: [www.viracon.com/#sle](http://www.viracon.com/#sle).
  - 3. Substitutions: See Section 01 6000 - Product Requirements.

### **2.02 GLASS MATERIALS**

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
  - 1. Kind FT - Fully Tempered Type: Complies with ASTM C1048.

### **2.03 GLAZING UNITS**

- A. Type G-1 - Monolithic Interior Vision Glazing:
  - 1. Applications: Interior glazing unless otherwise indicated.
  - 2. Glass Type: Fully tempered float glass.
  - 3. Tint: Clear.
  - 4. Thickness: 1/2 inch, nominal.
  - 5. Glazing Method: Wet glazing method, sealant and sealant.

### **2.04 GLAZING COMPOUNDS**

- A. Type GC-5 - Silicone Sealant: Single component; neutral curing; capable of water immersion without loss of properties; nonbleeding, nonstaining; ASTM C920, Type S, Grade NS, Class 25, Uses M, A, and G; with cured Shore A hardness range of 15 to 25; clear color.
- B. Manufacturers:
  - 1. Bostik Inc: [www.bostik-us.com/#sle](http://www.bostik-us.com/#sle).
  - 2. Dow Corning Corporation: [www.dowcorning.com/construction/#sle](http://www.dowcorning.com/construction/#sle).
  - 3. Pecora Corporation: [www.pecora.com/#sle](http://www.pecora.com/#sle).
  - 4. Tremco Commercial Sealants & Waterproofing: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
  - 5. Substitutions: See Section 01 6000 - Product Requirements.

### **2.05 ACCESSORIES**

- A. Setting Blocks: Silicone, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch by width of glazing rabbet space minus 1/16 inch by height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Continuous by one half the height of the glazing stop by thickness to suit application, self adhesive on one face.
- C. Aluminum Glazing Channels
  - 1. Provide recessed aluminum glazing channels as indicated on the drawings
  - 2. Class I clear anodized aluminum.

## **PART 3 EXECUTION**

### **3.01 VERIFICATION OF CONDITIONS**

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.
- C. Verify that sealing between joints of glass framing members has been completed effectively.
- D. Proceed with glazing system installation only after unsatisfactory conditions have been corrected.

### **3.02 PREPARATION**

- A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

### **3.03 INSTALLATION, GENERAL**

- A. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.
- B. Set glass lites of system with uniform pattern, draw, bow, and similar characteristics.

### **3.04 INSTALLATION - WET GLAZING METHOD (SEALANT AND SEALANT)**

- A. Place setting blocks at 1/4 points and install glazing pane or unit.
- B. Install removable stops with glazing centered in space by inserting spacer shims both sides at 24 inch intervals, 1/4 inch below sight line.
- C. Fill gaps between glazing and stops with silicone type sealant to depth of bite on glazing, but not more than 3/8 inch below sight line to ensure full contact with glazing and continue the air and vapor seal.
- D. Apply sealant to uniform line, flush with sight line. Tool or wipe sealant surface smooth.

### **3.05 CLEANING**

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove nonpermanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

### **3.06 PROTECTION**

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.
- B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

**END OF SECTION**

**SECTION 09 2116**  
**GYPSON BOARD ASSEMBLIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Performance criteria for gypsum board assemblies.
- B. Metal stud wall framing.
- C. Gypsum wallboard.
- D. Joint treatment and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 06 1000 - Rough Carpentry: Wood blocking product and execution requirements.
- C. Section 07 2100 - Thermal Insulation: Acoustic insulation.
- D. Section 07 9200 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.
- E. Section 09 2216 - Non-Structural Metal Framing.

**1.03 REFERENCE STANDARDS**

- A. AISI S100 - North American Specification for the Design of Cold-Formed Steel Structural Members; 2016, with Supplement (2018).
- B. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2017.
- C. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2018.
- D. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2020.
- E. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2020.
- F. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2018.
- G. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2020.
- H. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2019.
- I. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- J. ASTM C1629/C1629M - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels; 2019.
- K. ASTM C1658/C1658M - Standard Specification for Glass Mat Gypsum Panels; 2019, with Editorial Revision (2020).
- L. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2021.
- M. GA-216 - Application and Finishing of Gypsum Panel Products; 2016, with Errata.
- N. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate special details associated with acoustic seals.

- C. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- D. Test Reports: For stud framing products that do not comply with ASTM C645 or ASTM C754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

### 1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum 5 years of experience.

## PART 2 PRODUCTS

### 2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.

### 2.02 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
  1. ClarkDietrich; \_\_\_\_: [www.clarkdietrich.com/#sle](http://www.clarkdietrich.com/#sle).
  2. Jaimes Industries; \_\_\_\_: [www.jaimesind.com/#sle](http://www.jaimesind.com/#sle).
  3. Marino; \_\_\_\_: [www.marinoware.com/#sle](http://www.marinoware.com/#sle).
  4. SCAFCO Corporation; \_\_\_\_: [www.scafco.com/#sle](http://www.scafco.com/#sle).
  5. Substitutions: See Section 01 6000 - Product Requirements.
- B. Non-structural Steel Framing for Application of Gypsum Board: See Section 09 2216.
- C. Non-structural Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf.
  1. Studs: C-shaped with knurled or embossed faces.
  2. Runners: U shaped, sized to match studs.

### 2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
  1. American Gypsum Company; \_\_\_\_: [www.americangypsum.com/#sle](http://www.americangypsum.com/#sle).
  2. CertainTeed Corporation; \_\_\_\_: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
  3. Georgia-Pacific Gypsum; \_\_\_\_: [www.gpgypsum.com/#sle](http://www.gpgypsum.com/#sle).
  4. National Gypsum Company; \_\_\_\_: [www.nationalgypsum.com/#sle](http://www.nationalgypsum.com/#sle).
  5. PABCO Gypsum; \_\_\_\_: [www.pabco gypsum.com/#sle](http://www.pabco gypsum.com/#sle).
  6. USG Corporation; \_\_\_\_: [www.usg.com/#sle](http://www.usg.com/#sle).
  7. Substitutions: See Section 01 6000 - Product Requirements.
- B. Abuse Resistant Wallboard:
  1. Application: use at all locations.
  2. Surface Abrasion: Level 3, minimum, when tested in accordance with ASTM C1629/C1629M.
  3. Indentation: Level 2, minimum, when tested in accordance with ASTM C1629/C1629M.
  4. Soft Body Impact: Level 1, minimum, when tested in accordance with ASTM C1629/C1629M.
  5. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
  6. Paper-Faced Type: Gypsum wallboard, as defined in ASTM C1396/C1396M.
  7. Glass Mat-Faced Type: Gypsum wallboard, as defined in ASTM C1658/C1658M.
  8. Type: Fire-resistance-rated Type X, UL or WH listed.
  9. Thickness: 5/8 inch.
  10. Edges: Tapered.
  11. Paper-Faced Products:
    - a. American Gypsum Company; M-Bloc AR Type X: [www.americangypsum.com/#sle](http://www.americangypsum.com/#sle).
    - b. CertainTeed Corporation; Extreme Abuse Resistant Drywall with M2Tech: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).

- c. Georgia-Pacific Gypsum; ToughRock Fireguard X Mold Guard Abuse-Resistant: [www.gpgypsum.com/#sle](http://www.gpgypsum.com/#sle).
  - d. National Gypsum Company; Gold Bond Hi-Abuse XP Gypsum Board: [www.nationalgypsum.com/#sle](http://www.nationalgypsum.com/#sle).
  - e. USG Corporation; USG Sheetrock Brand Mold Tough AR Firecode X Panels: [www.usg.com/#sle](http://www.usg.com/#sle).
  - f. Substitutions: See Section 01 6000 - Product Requirements.
- C. Ceiling Board: Special sag resistant gypsum ceiling board as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
- 1. Application: Ceilings, unless otherwise indicated.
  - 2. Thickness: 1/2 inch.
  - 3. Edges: Tapered.
  - 4. Products:
    - a. CertainTeed Corporation; Interior Ceiling Drywall: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
    - b. CertainTeed Corporation; 1/2" Easi-Lite: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
    - c. Georgia-Pacific Gypsum; ToughRock Span 24 Ceiling Board: [www.gpgypsum.com/#sle](http://www.gpgypsum.com/#sle).
    - d. Substitutions: See Section 01 6000 - Product Requirements.

#### 2.04 GYPSUM BOARD ACCESSORIES

- A. Beads, Joint Accessories, and Other Trim: ASTM C1047, rigid plastic, galvanized steel, or rolled zinc, unless noted otherwise.
- 1. Corner Beads: Low profile, for 90 degree outside corners.
    - a. Products:
      - 1) CertainTeed Corporation; No-Coat Drywall Corner: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
      - 2) ClarkDietrich; Strait-Flex Big-Stick: [www.clarkdietrich.com/#sle](http://www.clarkdietrich.com/#sle).
      - 3) Phillips Manufacturing Co; Everlast Corner Bead: [www.phillipsmfg.com/#sle](http://www.phillipsmfg.com/#sle).
      - 4) Trim-Tex, Inc; \_\_\_\_\_: [www.trim-tex.com/#sle](http://www.trim-tex.com/#sle).
  - 2. L-Trim with Tear-Away Strip: Sized to fit 5/8 inch thick gypsum wallboard.
    - a. Products:
      - 1) Phillips Manufacturing Co; gripSTIK L-Tear: [www.phillipsmfg.com/#sle](http://www.phillipsmfg.com/#sle).
      - 2) Substitutions: See Section 01 6000 - Product Requirements.
- B. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
- 1. Paper Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
  - 2. Joint Compound: Drying type, vinyl-based, ready-mixed.
- C. High Build Drywall Surfacers: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.
- 1. Products:
    - a. CertainTeed Corporation; Level V Wall and Ceiling Primer/Surfacer with M2Tech: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
    - b. USG Corporation; USG Sheetrock Brand Tuff-Hide Primer-Surfacer: [www.usg.com/#sle](http://www.usg.com/#sle).
    - c. Substitutions: See Section 01 6000 - Product Requirements.
- D. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.
- E. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion-resistant.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that project conditions are appropriate for work of this section to commence.

### **3.02 FRAMING INSTALLATION**

- A. Metal Framing: Install in accordance with ASTM C754 Section 09 2216 Non Structural Metal Framing.
- B. Studs: Space studs at 16 inches on center.
  - 1. Extend partition framing to structure where indicated and to ceiling in other locations.
  - 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.

### **3.03 BOARD INSTALLATION**

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Installation on Wood Framing: For rated assemblies, comply with requirements of listing authority. For nonrated assemblies, install as follows:
  - 1. Single-Layer Applications: Screw attachment.

### **3.04 INSTALLATION OF TRIM AND ACCESSORIES**

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Decorative Trim: Install at locations shown on drawings and in accordance with manufacturer's instructions.

### **3.05 JOINT TREATMENT**

- A. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
  - 2. Level 1: Fire-resistance-rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
  - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
- D. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

### **3.06 TOLERANCES**

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

**END OF SECTION**

**SECTION 09 2216**  
**NON-STRUCTURAL METAL FRAMING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Metal partition, ceiling, and soffit framing.
- B. Framing accessories.

**1.02 RELATED REQUIREMENTS**

- J. Section 09 2116 - Gypsum Board Assemblies: Metal studs for gypsum board partition framing.

**1.03 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2019a.
- C. ASTM A1003/A1003M - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members; 2015.
- D. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2018.
- E. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2018.
- F. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2018.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
  - 2. Describe method for securing studs to tracks, splicing, and for blocking and reinforcement of framing connections.
- C. Product Data: Provide data describing framing member materials and finish, product criteria, load charts, and limitations.
- D. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

**1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum five years documented experience and approved by manufacturer.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Metal Framing, Connectors, and Accessories:
  - 1. CEMCO: [www.cemcosteel.com/#sle](http://www.cemcosteel.com/#sle).
  - 2. ClarkDietrich: [www.clarkdietrich.com/#sle](http://www.clarkdietrich.com/#sle).
  - 3. Marino: [www.marinoware.com/#sle](http://www.marinoware.com/#sle).
  - 4. Substitutions: See Section 01 6000 - Product Requirements.

**2.02 FRAMING MATERIALS**

- A. All metal Studs: Minimum 20 ga, metal stud framing.
  - 1. Studs: C shaped with flat or formed webs with knurled faces.
  - 2. Runners: U shaped, sized to match studs.
  - 3. Ceiling Channels: C shaped.
  - 4. Furring: Hat-shaped sections, minimum depth of 7/8 inch (22 mm).

- G. Framing Accessories:
  - 1 Partial Height Wall Framing Support: Provides stud reinforcement and anchored connection to floor.
    - a. Materials: ASTM A36/A36M formed sheet steel support member with factory-welded ASTM A1003/A1003M steel plate base.
  - 2. Framing Connectors: ASTM A653/A653M G90 galvanized steel clips; secures cold rolled channel to wall studs for lateral bracing. See drawings for special floor to stud connectors.
  - 3. Flexible Wood Backing: Fire-retardant treated wood with sheet steel connectors.
  - 4. Sheet Metal Backing: 0.036 inch (0.9 mm) thick, galvanized.
  - 5. Fasteners: ASTM C1002 self-piercing tapping screws.
  - 6. Anchorage Devices: Powder actuated.
  - 7. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic.

## **2.03 FABRICATION**

- A. Fabricate assemblies of framed sections to sizes and profiles required.
- B. Fit, reinforce, and brace framing members to suit design requirements.
- C. Fit and assemble in largest practical sections for delivery to site, ready for installation.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that rough-in utilities are in proper location.

### **3.02 INSTALLATION OF STUD FRAMING**

- A. Comply with requirements of ASTM C754.
- B. Extend partition framing to structure in all locations.
- C. Align and secure top and bottom runners at 16 inches (600 mm) on center.
- D. Fit runners under and above openings; secure intermediate studs to same spacing as wall studs.
- E. Align stud web openings horizontally.
- F. Secure studs to tracks using crimping method. Do not weld.
- G. Fabricate corners using a minimum of three studs.
- H. Double stud at wall openings, door and window jambs, not more than 2 inches (50 mm) from each side of openings.
- I. Brace stud framing system rigid.
- J. Coordinate erection of studs with requirements of door frames; install supports and attachments.
- K. Coordinate installation of bucks, anchors, and blocking with electrical, mechanical, and other work to be placed within or behind stud framing.
- N. Blocking: Use wood blocking secured to studs. Provide blocking for support of cabinets, counters, counter brackets, hardware, and opening frames.
- P. Double stud at all counter support brackets.

### **3.04 TOLERANCES**

- A. Maximum Variation From True Position: 1/16 inch in 10 feet (3 mm in 6 m).
- B. Maximum Variation From Plumb: 1/16 inch in 10 feet (3 mm in 6 m).

**END OF SECTION**



**SECTION 09 6500  
FLOOR BASE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Resilient sheet flooring.
- B. Resilient base.
- C. Metal base

**1.02 RELATED REQUIREMENTS**

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.

**1.03 REFERENCE STANDARDS**

- A. ASTM F1861 - Standard Specification for Resilient Wall Base; 2021.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Shop Drawings: Indicate base seaming diagram.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 - Product Requirements, for additional provisions.
  - 2. Extra Wall Base: 15 linear feet of each type and color.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing specified flooring with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in installing specified flooring with minimum three years documented experience.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.
- B. Store all materials off of the floor in an acclimatized, weather-tight space.
- C. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- D. Protect roll materials from damage by storing on end.
- E. Do not double stack pallets.

**1.07 FIELD CONDITIONS**

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

**PART 2 PRODUCTS**

**2.01 SHEET FLOORING**

**2.02 RESILIENT BASE**

- A. Resilient Base - Type \_\_\_\_: ASTM F1861, Type TS rubber, vulcanized thermoset; style as scheduled.
  - 1. Manufacturers:
    - a. Johnsonite, a Tarkett Company; \_\_\_\_\_: [www.johnsonite.com/#sle](http://www.johnsonite.com/#sle).
    - b. Mannington Commercial; \_\_\_\_\_: [www.manningtoncommercial.com/#sle](http://www.manningtoncommercial.com/#sle).
    - c. Roppe Corporation; Contours Profiled Wall Base System: [www.roppe.com/#sle](http://www.roppe.com/#sle).
  - 2. Height: 4 inch.

3. Thickness: 0.125 inch.
4. Finish: Satin.
5. Length: Roll.
6. Color: As indicated on drawings.

### **2.03 METAL BASE**

- A. Integral Metal Base
  1. Manufacturers:
    - a. Fry Reglet [www.fryreglet.com](http://www.fryreglet.com), Reveal Base
    - b. Substitutions: See Section 016000 - Product Requirements.
  2. Height: 4 inch.
  3. Finish: As indicated on drawings
  4. Length: As indicated on drawings
  5. Color: As indicated on drawings

## **PART 3 EXECUTION**

### **3.01 INSTALLATION - GENERAL**

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install in accordance with manufacturer's written instructions.

### **3.02 INSTALLATION - SHEET FLOORING**

- A. Lay flooring with joints and seams parallel to longer room dimensions, to produce minimum number of seams. Lay out seams to avoid widths less than 1/3 of roll width; match patterns at seams.

### **3.03 INSTALLATION - RESILIENT BASE**

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.
- B. Install base on solid backing. Bond tightly to wall and floor surfaces.

**END OF SECTION**

**SECTION 09 6623**  
**RESINOUS MATRIX TERRAZZO FLOORING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Epoxy matrix terrazzo with ground and polished finish.
- B. Divider strips.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 6116 - Volatile Organic Compound (VOC) Restrictions.
- B. Section 03 3000 - Cast-in-Place Concrete: Concrete subfloor with steel trowel finish.
- C. Section 07 9200 - Joint Sealants: Sealing joints between terrazzo work and adjacent construction and fixtures.
- D. Section 07 9513 - Expansion Joint Cover Assemblies: Building expansion joint covers.
- E. Section 09 6700 - Fluid-Applied Flooring: Epoxy matrix flooring that is not ground.

**1.03 REFERENCE STANDARDS**

- A. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive; 2021.
- B. ICRI 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair; 2013.
- C. NTMA (COLOR) - Terrazzo Color Palettes; Current Edition.
- D. NTMA (GRAD) - Aggregate Gradation Standards; Current Edition.
- E. NTMA (EPOXY) - Epoxy Terrazzo Specifications; Current Edition.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for divider strips, control joint strips, expansion joints, and sealer; include printed copy of current NTMA recommendations for type of terrazzo specified.
- C. Shop Drawings: Indicate divider strip and control and expansion joint layout, and details of adjacent components. For precast units, detail profile and anchorage requirements.
- D. Samples: Submit two samples, 12 inch by 12 inch in size illustrating color, chip size and variation, chip gradation, matrix color, and typical divider strip.
- E. Cleaning and Maintenance Data: Include procedures for stain removal, stripping, and sealing.

**1.05 QUALITY ASSURANCE**

- A. Perform work in accordance with NTMA recommendations as posted at their web site at [www.ntma.com](http://www.ntma.com).
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section.
  - 1. Minimum five years of documented experience.
  - 2. Associate member firm of the National Terrazzo and Mosaic Association, Inc.
- C. Installer Qualifications: Company specializing in performing the type of work specified in this section.
  - 1. Minimum five years of documented experience.
  - 2. Approved by matrix manufacturer.
  - 3. Contractor member of the National Terrazzo and Mosaic Association, Inc.

**1.06 MOCK-UP**

- A. Construct mock-up of terrazzo illustrating appearance of finished work.

- B. Locate where directed.
- C. Mock-up may remain as part of the work.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Store terrazzo materials in a dry, secure area.
- B. Maintain minimum temperature of 60 degrees F.
- C. Keep products away from fire or open flame.

#### **1.08 FIELD CONDITIONS**

- A. Do not install terrazzo when temperature is below 50 degrees F or above 90 degrees F.
- B. Maintain temperature within specified range 24 hours before, during, and 72 hours after installation of flooring.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

#### **2.02 EPOXY MATRIX TERRAZZO APPLICATIONS**

- A. Floors:
  - 1. Thickness: 3/8 inch, nominal.
  - 2. Color(s): Match existing. Contractor to verify onsite prior to submittal.
  - 3. Aggregate Type: Marble chips.
  - 4. Aggregate Size: No. 2.

#### **2.03 MATERIALS**

- A. Epoxy Matrix Terrazzo: Aggregate and matrix mix applied to substrate, troweled flat, and ground smooth.
  - 1. Mix Proportions: As required to achieve appearance specified.
- B. Matrix: Two component resin and epoxy hardener with mineral filler and color pigment, non-volatile, thermo-setting.
  - 1. Products:
    - a. Terrazzo & Marble Supply Companies; Terroxy Epoxy Matrix:  
[www.tmsupply.com/#sle](http://www.tmsupply.com/#sle).
- C. Aggregate: Type as indicated; sized in accordance with NTMA aggregate gradation standards; color(s) as indicated, uniform in color.
  - 1. Products - Glass Chips:
    - a. Confirm aggregate onsite.
    - b. Substitutions: See Section 01 6000 - Product Requirements.
- D. Finishing Grout: Epoxy, color to match terrazzo matrix.

#### **2.04 ACCESSORIES**

- A. Divider Strips: 1/8 inch thick zinc exposed top strip, zinc coated steel concealed bottom strip, with anchoring features.
- B. Control Joint Strips: 1/8 inch nominal width zinc exposed top strips, zinc coated steel concealed bottom strips, 1/8 inch wide neoprene filler strip between vertical strips, with anchoring features.
- C. Divider and Control Joint Strip Height: To suit thickness of terrazzo topping, with allowance for grinding.
- D. Sealer: Colorless, non-yellowing, penetrating liquid type to completely seal matrix surface; not detrimental to terrazzo components.
- E. Primer: \_\_\_\_\_.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that subfloor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive terrazzo.
- B. Verify that subfloor surfaces are dust-free and free of substances that could impair bonding of materials to subfloor surfaces.
- C. Cementitious Subfloor Surfaces: Verify that substrates are ready for terrazzo flooring installation by testing for moisture and alkalinity (pH).
  - 1. Test in accordance with Section 09 0561.
  - 2. Obtain instructions if test results are not within limits recommended by terrazzo flooring manufacturer.

### **3.02 PREPARATION**

- A. Clean substrate of foreign matter.
- B. Prepare concrete subfloor by mechanically abrading surface in accordance with manufacturer's instructions.
- C. Prepare concrete surfaces according to ICRI 310.2R, \_\_\_\_\_.
- D. Apply primer in accordance with manufacturer's instructions.

### **3.03 INSTALLATION**

- A. Install control joint strips straight and flat to locations indicated.
- B. Install divider strips according to pattern approved on shop drawings.
- C. Install epoxy primer and epoxy crack isolation membrane.
- D. Install 2 color epoxy terrazzo material ( using a matching material to existing)
- E. Grind, grout, and polish Option #1 to 200 grit and apply a water based sealer.
- F. Grind, grout, and polish Option #2 to 2400 grit and apply an impregnator.
- G. Place terrazzo mix over substrate to thickness indicated.

### **3.04 FINISHING**

- A. Finish terrazzo to NTMA requirements.
- B. Grind terrazzo surfaces with power disc machine; sequence with coarse to fine grit abrasive, using a wet method or using a dry grinder with vacuum to control dust.
- C. Apply grout to fill voids exposed from grinding.
- D. Remove grout coat by grinding, using a fine grit abrasive.

### **3.05 TOLERANCES**

- A. Maximum Variation from Flat Surface: 1/4 inch in 10 feet.

### **3.06 CLEANING**

- A. Scrub and clean terrazzo surfaces with neutral pH cleaner in accordance with manufacturer's instructions. Let dry.
- B. Immediately after terrazzo has dried, apply sealer in accordance with manufacturer's instructions.
- C. Polish surfaces in accordance with manufacturer's instructions.

### **3.07 PROTECTION**

- A. Protect finished terrazzo from damage due to subsequent construction until Date of Substantial Completion.

**END OF SECTION**

**SECTION 09 9123**  
**INTERIOR PAINTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
  - 1. Mechanical and Electrical:
    - a. In finished areas, paint conduit, boxes, and electrical equipment, unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
  - 5. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, and lead items.
  - 6. Floors, unless specifically indicated.
  - 7. Glass.
  - 8. Concealed pipes, ducts, and conduits.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.

**1.03 REFERENCE STANDARDS**

- A. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2019.
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.
- C. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- D. SSPC V1 (PM1) - Good Painting Practice: Painting Manual Volume 1; 2016.
- E. SSPC V2 (PM2) - Systems and Specifications: Steel Structures Painting Manual Volume 2; 2021.
- F. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- G. SSPC-SP 2 - Hand Tool Cleaning; 2018.
- H. SSPC-SP 3 - Power Tool Cleaning; 2018.
- I. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
  - 2. MPI product number (e.g., MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.

- C. Samples: Submit two paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
  - 2. Allow 30 days for approval process, after receipt of complete samples by Architect.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 - Product Requirements, for additional provisions.
  - 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
  - 3. Label each container with color in addition to the manufacturer's label.

### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years experience and approved by manufacturer.

### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

### **1.07 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F above the dew point, or to damp or wet surfaces.
- D. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. Behr Process Corporation: [www.behr.com/#sle](http://www.behr.com/#sle).
  - 2. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
  - 3. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
- C. Substitutions: See Section 01 6000 - Product Requirements.

### **2.02 PAINTS AND FINISHES - GENERAL**

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
  - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.

3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content: Comply with Section 01 6116.
- C. Flammability: Comply with applicable code for surface burning characteristics.
- D. Colors: To be selected from manufacturer's full range of available colors.
  1. Selection to be made by Architect after award of contract.
  2. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling under which they are mounted.

## **2.03 PAINT SYSTEMS - INTERIOR**

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete, concrete masonry units, brick, wood, plaster, uncoated steel, shop primed steel, galvanized steel, aluminum, and acoustical ceilings.
  1. Two top coats and one coat primer.
  2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #143, 144, 145, 146, 147, or 148.
    - a. Products:
      - 1) Behr Premium Plus Interior Eggshell Enamel [No. 2050]. (MPI #145)
      - 2) PPG Paints Speedhide Zero Interior Latex, 6-4310XI Series, Eggshell.
      - 3) Sherwin-Williams ProMar 200 HP Series, Eg-Shel. (MPI #145)
  3. Primer: As recommended by top coat manufacturer for specific substrate.

## **2.04 PRIMERS**

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.

## **2.05 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
  1. Gypsum Wallboard: 12 percent.
  2. Plaster and Stucco: 12 percent.
  3. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
  4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.



- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Concrete:
- F. Masonry:
- G. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- I. Aluminum: Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- J. Galvanized Surfaces:
- K. Ferrous Metal:
  - 1. Solvent clean according to SSPC-SP 1.
  - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
  - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning". Protect from corrosion until coated.
- L. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

### **3.03 APPLICATION**

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- E. Sand wood and metal surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.04 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.

### **3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### **3.06 PROTECTION**

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

## **END OF SECTION**

**SECTION 11 14 00**  
**PEDESTRIAN CONTROL EQUIPMENT (GATES/TURNSTILES)**

**PART 1- GENERAL**

**1.01 SECTION INCLUDES**

- A. Manufacturer's descriptive literature for MR200 Waist High Turnstile including components and accessories. See product brochure.
- B. Shop drawings submitted upon request

**1.02 RELATED SECTIONS**

- A. 10450 – Pedestrian Control Devices
- B. Section 08400 - Entrances and Storefronts

**1.03 Quality Assurance**

- A. Manufacturer shall be a company specializing in the supply of security turnstiles with a minimum of 10 years experience

**1.04 SUBMITTALS**

- A. Manufacturer's descriptive literature for equipment specified including components and accessories. See product brochure.
- B. Shop drawings submitted upon request.
- C. Manufacturer's instructions for assembly and installation.

**1.05 DELIVERY, STORAGE AND HANDLING**

- A. Store products of this section in manufacturer's unopened packaging until installation.
- B. Store off ground, under cover, protected from weather and construction activities

**1.06 Project Site Conditions**

- A. Install the MR200 on a solid, level floor

**1.07 WARRANTY**

- A. Hayward Turnstiles warrants its products against defects in material and workmanship for a period of one (1) year from the date of invoicing. The warranty covers defects in materials and workmanship and does not cover freight, labor, or incidental costs. Obtain full warranty terms from Hayward Turnstiles.

**PART 2 PRODUCTS**

**2.01 MANUFACTURER**

- A. Acceptable Manufacturer:  
Hayward Turnstiles Inc.  
160-A Wampus Lane, Milford, CT USA 06460  
Phone: 203-647-9147 Fax: 203-200-7866 Email: sales@haywardts.com [www.haywardturnstiles.com](http://www.haywardturnstiles.com)

**2.02 PRODUCT**

- A. **MR200 Waist High Security Turnstile:** no substitutions. Features of this turnstile shall include a self centering mechanism to maintain rotor at the stop position with a removeable top cover for inspection and maintenance of internal mechanism.
- B. **Cabinet Dimensions:** Height 39"  
Width 7"  
Depth 35"
- C. **Pedestrian Clearance:** 18"
- D. **ADA Gate**  
MR200 ADA  
Concealed Nut and Bolt Design – Tamper proof

**2.03 CONSTRUCTION**

- A. **Mechanism:** The main mechanism components shall be precision cut by laser from corrosion resistant 304 stainless steel. A heavy-duty hydraulic damper shall be used to ensure smooth rotation of the turnstile arms and a soft return to the home position after every passage. The damper will have a service life of over 10 million cycles. All springs are to be rated for a long service life. All shafts to be made from stainless steel and surrounded by bearings or permanently lubricated, oil impregnated, bronze bushings.

- B. Arm Assembly:** Consists of an anodized aluminum center hub precision machined to accept (3) 1.5" dia. 304 stainless steel arms. The arms are set at a position 120 degrees apart from one another.
- C. Turnstile Cabinet :** Fabricated using 304 stainless steel with a brushed #4 finish. The MR200 utilizes a modular design consisting of a base cabinet, rounded side panels and lid. This design allows for easier installation and hides all mounting hardware.
- D. Turnstile Lid:** Formed from 16 gauge 304 stainless steel sheet. Rounded edges are welded and polished to #4 finish.

#### 2.04 EQUIPMENT

- A. Mechanical turnstiles** utilize a ratchet assembly to direct traffic flow
- B. Electric turnstiles** use a heavy-duty electro-mechanical ratchet and pawl operating mechanism to restrict traffic flow. All electrical controls are low voltage 24 VDC
- C. Standard self-centering feature** - the turnstile shall self-center, automatically returning to the "home" position after rotation
- D. Bearings** provide free, easy rotation even in hostile environments

#### 2.05 FACTORY TESTING

- A.** Product shall be tested at the factory prior to shipment
- B.** Inspect product finishes and touch up prior to shipment

#### 2.06 FINISH

- A. Cabinet:** Cabinet components shall be made of 304 stainless steel with a brushed #4 finish.
- B. Cover & Arms:** 304 stainless steel with a brushed #4 finish.

#### 2.07 Available Options: MR200 turnstiles are available in clockwise, counterclockwise, or bi-directional passage.

- A. Electronic Operation:** This option includes a 24 VDC pull solenoid and electronic interface PC board with timeout feature, capable of controlling traffic through an access control device (card reader, RFID, biometric reader, etc.). The timeout feature is used for automatic relocking of the turnstile if entry is not completed.
- B. Timed Push Button:** Enclosed push button with timer
- C. Turnstile scanner** entry with free exit.
- D. Additional Options Available Upon Request**

### PART 3 EXECUTION

#### 3.01 SITE EXAMINATION

- A. Inspection:** Installer must examine the installation location and advise the Contractor of any site conditions inconsistent with proper installation of the product. Turnstile must be installed on a solid, level floor
- B. Installation:** Install turnstiles in accordance with manufacturer's instructions
- C. Adjustment:** Installer shall adjust turnstiles for proper performance after installation

END OF SECTION

**SECTION 12 3200**  
**MANUFACTURED WOOD CASEWORK**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Manufactured standard and custom casework, with cabinet hardware.
- B. Special purpose units.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 6000 - Product Requirements: Requirements for sustainably harvested wood.
- B. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: VOC limitations for adhesives and sealants.
- C. Section 06 1000 - Rough Carpentry: Blocking and nailers for anchoring casework.
- D. Section 07 9200 - Joint Sealants: Sealing joints between casework and countertops and adjacent walls, floors, and ceilings.
- E. Section 08 8000 - Glazing: Methods for shop-glazing of casework.
- F. Section 09 2116 - Gypsum Board Assemblies: Reinforcements in metal-framed partitions for anchoring casework.
- G. Section 09 6500 - Resilient Flooring: Resilient and Metal wall base.
- H. Section 12 3600 - Countertops: Additional requirements for countertops.

**1.03 DEFINITIONS**

- A. Exposed: Portions of casework visible when drawers and cabinet doors are closed, including end panels, bottoms of cases more than 42 inches above finished floor, tops of cases less than 72 inches above finished floor and all members visible in open cases or behind glass doors.
- B. Semi-Exposed: Portions of casework and surfaces behind solid doors, tops of cases more than 72 inches above finished floor and bottoms of cabinets more than 30 inches but less than 42 inches above finished floor.
- C. Concealed: Sleepers, web frames, dust panels and other surfaces not generally visible after installation and cabinets less than 30 inches above finished floor.

**1.04 REFERENCE STANDARDS**

- A. ANSI A135.4 - Basic Hardboard; 2012 (Reaffirmed 2020).
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test; 2015 (Reaffirmed 2020).
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2021a.
- D. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2020.
- E. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- F. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.
- G. BHMA A156.9 - Cabinet Hardware; 2020.
- H. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood; 2020.
- I. ISFA 2-01 - Classification and Standards for Solid Surfacing Material; 2013.
- J. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

**1.05 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by all affected installers.

## 1.06 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Component dimensions, configurations, construction details, joint details, attachments.
- C. Shop Drawings: Indicate casework types, sizes, and locations, using large scale plans, elevations, and cross sections. Include rough-in and anchors and reinforcements, placement dimensions and tolerances, clearances required, and keying information.
- D. Samples for Finish Selection: Fully finished, for color selection. Minimum sample size: 2 inches by 3 inches.
  - 1. Plastic laminate samples, for color, texture, and finish selection.
- E. Maintenance Data: Manufacturer's recommendations for care and cleaning.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project:
  - 1. See Section 01 6000 - Product Requirements for additional provisions.
- G. Finish touch-up kit for each type and color of materials provided.

## 1.07 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience and approved by manufacturer.

## 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Protect items provided by this section, including finished surfaces and hardware items during handling and installation. For metal surfaces, use polyethylene film or other protective material standard with the manufacturer.
- B. Acceptance at Site:
  - 1. Do not deliver or install casework until the conditions specified under Part 3, Examination Article of this section have been met. Products delivered to sites that are not enclosed and/or improperly conditioned will not be accepted if warping or damage due to unsatisfactory conditions occurs.
- C. Storage:

## 1.09 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion, at no additional cost to Owner. Defects include, but are not limited to:
  - 1. Ruptured, cracked, or stained finish coating.
  - 2. Discoloration or lack of finish integrity.
  - 3. Cracking or peeling of finish.
  - 4. Failure of hardware.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Plastic Laminate Casework:
  - 1. Case Systems; \_\_\_\_: [www.casesystems.com/#sle](http://www.casesystems.com/#sle).
  - 2. Diversified Fixture; \_\_\_\_: [www.diversifiedfixture.com/#sle](http://www.diversifiedfixture.com/#sle).
  - 3. Labscape LLC; \_\_\_\_: [www.labscape.com/#sle](http://www.labscape.com/#sle).
  - 4. Substitutions: See Section 01 6000 - Product Requirements.

### 2.02 CASEWORK, GENERAL

- A. Quality Standard: AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

- B. Plastic Laminate Faced Cabinets: Custom Grade.

### **2.03 FABRICATION**

- A. Assembly: Shop assemble casework items for delivery to site in units easily handled and to permit passage through building openings.
- B. Construction: As required for selected grade.
- C. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.

### **2.04 PLASTIC-LAMINATE-CLAD CASEWORK**

- A. Plastic-Laminate-Clad Casework: Solid wood and wood panel construction; each unit self-contained and not dependent on adjacent units or building structure for rigidity; in sizes necessary to avoid field cutting except for scribes and filler panels. Include adjustable levelers for base cabinets.
  - 1. Style: Flush overlay. Ease doors and drawer fronts slightly at edges.
  - 2. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline.
    - a. Finish: Matte or suede, gloss rating of 5 to 20.
    - b. Surface Color and Pattern: As indicated on drawings.
    - c. Exposed Interior Surfaces: Thermally fused laminate.
      - 1) Color: White.
    - d. Cap exposed plastic laminate finish edges with material of same finish and pattern.

### **2.05 SPECIAL PURPOSE UNITS**

- A. Reface existing tall cabinets with plastic laminate as indicated on drawings.
  - 1. Remove the doors and hardware of each tall cabinet.
  - 2. Remove existing laminate on tall cabinets and doors and replace with new plastic laminate as indicated on drawings.
  - 3. Reinstall doors
  - 4. Reinstall new hardware.

### **2.06 CABINET HARDWARE**

- A. Manufacturer's standard types, styles and finishes.
- B. Comply with BHMA A156.9 requirements.
  - 1. Acceptable base materials for plated finishes include steel.
- C. Provide locks on all drawers and cabinets.

### **2.07 MATERIALS**

- A. Adhesives Used for Assembly: Comply with VOC requirements for adhesives and sealants; see Section 01 6116.
- B. Wood-Based Materials:
  - 1. Certified as sustainably harvested; see Section 01 6000.
  - 2. Solid Wood: Air-dried to 4.5 percent moisture content, then tempered to 6 percent moisture content before use.
  - 3. Composite Wood Panels: Containing no urea-formaldehyde resin binders.
- C. Hardwood Plywood: Veneer core; HPVA HP-1 Grade as indicated; same species as exposed solid wood, clear, compatible grain and color, no defects. Band exposed edges with solid wood of same species as veneer.
- D. Concealed Solid Wood or Plywood: Any species and without defects affecting strength or utility.
- E. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications. complying with Grade requirements, and standard with the manufacturer.
- F. Thermally Fused Laminate (TFL): Melamine resin, NEMA LD 3, Type VGL laminate panels.

## **2.08 ACCESSORIES**

- A. Plastic Edge Banding: Extruded PVC, flat shaped; smooth finish; self locking serrated tongue; of width to match component thickness.
  - 1. Color: As shown on drawings.
- B. Concealed Joint Fasteners: Corrosion-resistant, standard with manufacturer.
- C. Sealant for Use in Casework Installation:
  - 1. Manufacturer's recommended type.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Large Components: Ensure that large components can be moved into final position without damage to other construction.

### **3.02 EXAMINATION**

- A. Site Verification of Environmental Conditions:
  - 1. Do not deliver casework until the following conditions have been met:
    - a. Building has been enclosed (windows and doors sealed and weather-tight).
    - b. An operational HVAC system that maintains temperature and humidity at occupancy levels has been put in place.
    - c. Ceiling, overhead ductwork, piping, and lighting have been installed.
    - d. Installation areas do not require further "wet work" construction.
- B. Verify adequacy of support framing and anchors.
- C. Verify that service connections are correctly located and of proper characteristics.

### **3.03 INSTALLATION**

- A. Perform installation in accordance with manufacturer's instructions.
- B. Use anchoring devices to suit conditions and substrate materials encountered. Use concealed fasteners to the greatest degree possible. Use exposed fasteners only where allowed by approved shop drawings, or where concealed fasteners are impracticable.
- C. Set casework items plumb and square, securely anchored to building structure.
- D. Align cabinets to adjoining components, install filler and/or scribe panels where necessary to close gaps.
- E. Fasten together cabinets in continuous runs, with joints flush, uniform and tight. Misalignment of adjacent units not to exceed 1/16 inch. In addition, do not exceed the following tolerances:
  - 1. Variation of Tops of Base Cabinets from Level: 1/16 inch in 10 feet.
  - 2. Variation of Faces of Cabinets from a True Plane: 1/8 inch in 10 feet.
  - 3. Variation of Adjacent Surfaces from a True Plane (Lippage): 1/32 inch.
  - 4. Variation in Alignment of Adjacent Door and Drawer Edges: 1/16 inch.
- F. Base Cabinets: Fasten cabinets to service space framing and/or wall substrates, with fasteners spaced not more than 16 inches on center. Bolt adjacent cabinets together with joints flush, tight, and uniform.
- G. Install hardware uniformly and precisely.
- H. Countertops: Install countertops intended and furnished for field installation in one true plane, with ends abutting at hairline joints, and no raised edges.
- I. Replace units that are damaged, including those that have damaged finishes.

### **3.04 ADJUSTING**

- A. Adjust operating parts, including doors, drawers, hardware, and fixtures to function smoothly.

### **3.05 CLEANING**

- A. Clean casework and other installed surfaces thoroughly.

### **3.06 PROTECTION**

- A. Do not permit finished casework to be exposed to continued construction activity.
- B. Protect casework and countertops from ongoing construction activities. Prevent workmen from standing on, or storing tools and materials on casework or countertops.
- C. Repair damage, including to finishes, that occurs prior to Date of Substantial Completion, using methods prescribed by manufacturer; replace units that cannot be repaired to like-new condition.

**END OF SECTION**



**SECTION 12 3600  
COUNTERTOPS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Countertops for manufactured casework.
- B. Wall-hung counters and vanity tops.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 4100 - Architectural Wood Casework.

**1.03 REFERENCE STANDARDS**

- A. ANSI A208.2 - Medium Density Fiberboard (MDF) for Interior Applications; 2016.
- B. ASTM D635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position; 2018.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2021a.
- D. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- E. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.
- F. ISFA 2-01 - Classification and Standards for Solid Surfacing Material; 2013.
- G. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.
- H. PS 1 - Structural Plywood; 2009 (Revised 2019).
- I. SEFA 2 - Installations; 2010.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. 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. Specimen warranty.
- C. Shop Drawings: Complete details of materials and installation; combine with shop drawings of cabinets and casework specified in other sections.
- D. Selection Samples: For each finish product specified, color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finish product specified, minimum size 6 inches square, representing actual product, color, and patterns.
- F. Test Reports: Chemical resistance testing, showing compliance with specified requirements.
- G. Certificate: Submit labels and certificates required by quality assurance and quality control programs.
- H. Installation Instructions: Manufacturer's installation instructions and recommendations.
- I. Maintenance Data: Manufacturer's instructions and recommendations for maintenance and repair of countertop surfaces.

**1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience.
- B. Quality Certification:

1. Provide labels or certificates indicating that the installed work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
2. Provide designated labels on shop drawings as required by certification program.
3. Provide designated labels on installed products as required by certification program.
4. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

#### **1.07 FIELD CONDITIONS**

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

### **PART 2 PRODUCTS**

#### **2.01 COUNTERTOPS**

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Plastic Laminate Countertops: High-pressure decorative laminate (HPDL) sheet bonded to substrate.
  1. Laminate Sheet, Type \_\_\_\_: NEMA LD 3, Grade HGS, 0.048 inch nominal thickness.
    - a. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
    - b. Finish: Matte or suede, gloss rating of 5 to 20.
    - c. Surface Color and Pattern: As indicated on drawings.
  2. Exposed Edge Treatment: Square, substrate built up to minimum 1-1/4 inch thick; covered with matching laminate.
  3. Back and End Splashes: Same material, same construction.
- C. Solid Surfacing Countertops: Solid surfacing sheet or plastic resin casting over continuous substrate.
  1. Flat Sheet Thickness: 1/2 inch, minimum.
  2. Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISFA 2-01 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
    - a. Manufacturers:
      - 1) Dupont; \_\_\_\_: [www.corian.com/#sle](http://www.corian.com/#sle).
      - 2) Formica Corporation; \_\_\_\_: [www.formica.com/#sle](http://www.formica.com/#sle).
      - 3) Wilsonart; \_\_\_\_: [www.wilsonart.com/#sle](http://www.wilsonart.com/#sle).
    - b. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
    - c. Finish on Exposed Surfaces: Matte, gloss rating of 5 to 20.
    - d. Color and Pattern: As indicated on drawings.
  3. Other Components Thickness: 1/2 inch, minimum.
  4. Exposed Edge Treatment: Built up to minimum 1-1/4 inch thick; square edge; use marine edge at sinks.
  5. Back and End Splashes: Same sheet material, square top; minimum 4 inches high.
  6. Fabricate in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 11 - Countertops, Premium Grade.

## 2.02 MATERIALS

- A. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch thick; join lengths using metal splines.
- B. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.
- C. Joint Sealant: Mildew-resistant silicone sealant, white.

## 2.03 ACCESSORIES

- A. Fixed Top-Mounted Countertop Support Brackets:
  - 1. Material: Steel.
  - 2. Finish: Manufacturer's standard, factory-applied, textured powder coat.
  - 3. Color: Black.
  - 4. Products:
    - a. Centerline Brackets; Front Mounting Countertop Support: [www.countertopbracket.com/#sle](http://www.countertopbracket.com/#sle).
    - b. Substitutions: See Section 01 6000 - Product Requirements.

## 2.04 FABRICATION

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
  - 1. Join lengths of tops using best method recommended by manufacturer.
  - 2. Fabricate to overhang fronts and ends of cabinets 1 inch except where top butts against cabinet or wall.
    - a. Rout a 1/8 inch drip groove at underside of exposed overlapping edges, set back 1/2 inch from face of edge.
  - 3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.
- B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
  - 1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
  - 2. Height: 4 inches, unless otherwise indicated.
- C. Wall-Mounted Counters: Provide brackets as indicated on drawings, finished to match.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

### 3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.03 INSTALLATION

- A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.
- B. Attach plastic laminate countertops using screws with minimum penetration into substrate board of 5/8 inch.
- C. Seal joint between back/end splashes and vertical surfaces.

**3.04 TOLERANCES**

- A. Variation From Horizontal: 1/8 inch in 10 feet, maximum.
- B. Offset From Wall, Countertops: 1/8 inch maximum; 1/16 inch minimum.
- C. Field Joints: 1/8 inch wide, maximum.

**3.05 CLEANING**

- A. Clean countertops surfaces thoroughly.

**3.06 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

**END OF SECTION**