

# ***Project Manual***

***IFB No. 20-28***

***RLJA Project No. 19-089-2***

**Flinn & Kennedy Middle School Painting,  
Flooring & Remodeling Work**

**for**

**Rockford Public Schools #205**

**Rockford, Illinois**



**RICHARD L. JOHNSON  
ASSOCIATES | ARCHITECTS**

4703 Charles Street, Rockford, Illinois 61108

P: 815-398-1231, F: 815-398-1280

## **TABLE OF CONTENTS**

### **Pages**

#### **DOCUMENTS**

Table of Contents .....	1
-------------------------	---

#### **DIVISION 00      PROCEDURAL AND CONTRACTING REQUIREMENTS**

Sect. 001113	Advertisement for Bids .....	001113-1	- 2
AIA 701	Instructions to Bidders .....	1	- 6
002213	Supplementary Instructions to Bidders.....	002213-1	- 5
004113	Bid Form.....	004113-1	- 3

#### **CONDITIONS OF CONTRACT**

AIA 201	General Conditions .....	1	- 40
---------	--------------------------	---	------

#### **DIVISION 01      GENERAL REQUIREMENTS**

Sect. 011000	Summary .....	011000-1	- 3
012500	Substitution Procedures .....	012500-1	- 3
012600	Contract Modification Procedures.....	012600-1	- 2
012900	Payment Procedures .....	012900-1	- 4
013100	Project Management & Coordination.....	013100-1	- 5
013300	Submittal Procedures.....	013300-1	- 7
014200	References .....	014200-1	- 3
015000	Temporary Facilities & Controls.....	015000-1	- 3
016000	Product Requirements.....	016000-1	- 5
017300	Execution.....	017300-1	- 6
017419	Construction Waste Management & Disposal.....	017419-1	- 2
017700	Closeout Procedures .....	017700-1	- 5
017839	Project Record Documents .....	017839-1	- 4

#### **DIVISION 02      EXISTING CONDITIONS**

Sect. 024119	Selective Demolition .....	024119-1	- 5
--------------	----------------------------	----------	-----

#### **DIVISION 09      FINISHES**

Sect. 096519	Resilient Flooring-Flinn & Kennedy.....	096519-1	6
096813	Carpet Tile-Flinn & Kennedy.....	096813-1	5
Sect. 099110	Electrostatically Applied Coating.....	099110-1	7
099123	Interior Painting.....	099123-1	- 9

**END TABLE OF CONTENTS.**

## ADVERTISEMENT FOR BIDS

DATE: February 25, 2020

PROJECT: Flinn & Kennedy Middle School Painting, Flooring & Remodeling Work  
for  
Rockford Public Schools #205

LOCATION: Flinn Middle School, 2525 Ohio Parkway, Rockford  
Kennedy Middle School, 520 Pierpont Avenue, Rockford

OWNER: Rockford School District # 205  
501 7<sup>th</sup> Street  
Rockford, Illinois 61104

ARCHITECT: Richard L. Johnson Associates, Inc.  
4703 Charles Street  
Rockford, Illinois 61108  
Tel: 815/ 398-1231  
Fax: 815/ 398-1280

SCOPE: Bids will be received for single contracts or a single contract for all Painting, Flooring & Remodeling Work:

MANDATORY PRE-BID: All prospective Contractors must attend Mandatory Pre-Bid Meetings at:  
  
7:30 A.M., Thursday, March 12, 2020 at Kennedy Middle School, 520 Pierpont Avenue, Rockford  
  
9:00 A.M. Thursday March 12, 2020 at Flinn Middle School, 2525 Ohio Parkway, Rockford

DATE DUE: Sealed bids will be received until 2:00 PM on Thursday, March 26, 2020, at the Rockford School District Office in Conference Room on 6<sup>th</sup> Floor and will be publicly opened and read aloud at that time.

PRE-BID SITE VISIT: Contractors are required to survey the existing conditions prior to bidding. Contact Debbie Dimmick at 815-981-5101 to set up an appointment.

ACCESS TO BIDDING DOCUMENTS: Bidding Documents are on file for reference at the following locations:  
  
Office of the Architect..... Rockford, Illinois  
  
Bidding Documents may be secured from the Rockford Public Schools #205 office at 501 7<sup>th</sup> Street.

**BID FORM:** Bids shall be submitted in duplicate on forms issued with the Bid Documents.

**BID SECURITY:** Bids shall be accompanied by a Bid Security of at least 5% of the total amount of the base bid and all additive alternate bids. This may be in the form of a certified check, cashier's check, bank draft or bid bond, payable to the Owner as a guarantee that should the bidder be awarded the Work, the bidder will enter into a contract with the Owner and will furnish the proper performance and payment bond within the time limit set by the Owner. Bid securities will be returned to all other bidders when the successful bidder files a proper performance and payment bond and the contract is executed by the Owner. If the successful bidder fails to file such contract and performance and payment bond, the amount of his bid security shall be forfeited to the Owner as liquidated damages.

**WAGE RULES:** Each craft, type of worker and mechanic needed to execute the Contract shall be paid the prevailing wage rate for the locality in which the work is performed, in accordance with all federal laws and laws of the State as well as local ordinances and regulations applicable to the work hereunder and having force of law.

**RIGHTS RESERVED BY OWNER:** The Owner reserves the right to waive any irregularities and/or reject any or all bids when, in the opinion of the Owner, such action will serve the best interests of the Owner.

**WITHDRAWAL OF BIDS:** No bid may be withdrawn for a period of 60 days after the opening of bids without written consent of the Owner.

*By order of the Board of Education for  
Rockford Public Schools #205*



# AIA<sup>®</sup> Document A701<sup>™</sup> – 1997

## **Instructions to Bidders**

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

*(Name and location or address)*

Painting, Flooring and Remodeling Work @  
Flinn M.S., 2525 Ohio Parkway, Rockford, IL  
Kennedy M.S., 520 Pierpont Avenue, Rockford, IL

### **THE OWNER:**

*(Name, legal status and address)*

Rockford Public School District #205  
501 Seventh Street  
Rockford, IL 61104

### **THE ARCHITECT:**

*(Name, legal status and address)*

Richard L. Johnson Associates, Inc.  
4703 Charles Street  
Rockford, IL 61108

### **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.

## **TABLE OF ARTICLES**

- |   |  |
|---|--|
| 1 | DEFINITIONS                                    |
| 2 | BIDDER'S REPRESENTATIONS                       |
| 3 | BIDDING DOCUMENTS                              |
| 4 | BIDDING PROCEDURES                             |
| 5 | CONSIDERATION OF BIDS                          |
| 6 | POST-BID INFORMATION                           |
| 7 | PERFORMANCE BOND AND PAYMENT BOND              |
| 8 | FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR |

## **ARTICLE 1 DEFINITIONS**

**§ 1.1** Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

**§ 1.2** Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

**§ 1.3** Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

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

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

**§ 1.6** An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

**§ 2.1** The Bidder by making a Bid represents that:

**§ 2.1.1** The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

**§ 2.1.2** The Bid is made in compliance with the Bidding Documents.

**§ 2.1.3** The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

**§ 2.1.4** The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 COPIES**

**§ 3.1.1** Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

**§ 3.1.2** Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

**§ 3.1.3** Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**§ 3.1.4** The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### **§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

**§ 3.2.1** The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

**§ 3.2.2** Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

**§ 3.2.3** Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### **§ 3.3 SUBSTITUTIONS**

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

**§ 3.3.2** No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

**§ 3.3.3** If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

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

### **§ 3.4 ADDENDA**

**§ 3.4.1** Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

**§ 3.4.2** Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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

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

## **ARTICLE 4 BIDDING PROCEDURES**

### **§ 4.1 PREPARATION OF BIDS**

**§ 4.1.1** Bids shall be submitted on the forms included with the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

#### § 4.2 BID SECURITY

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

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

#### § 4.3 SUBMISSION OF BIDS

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

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

#### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the

signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

**§ 4.4.3** Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

**§ 4.4.4** Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 OPENING OF BIDS**

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

### **§ 5.2 REJECTION OF BIDS**

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

### **§ 5.3 ACCEPTANCE OF BID (AWARD)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

**§ 5.3.2** The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### **§ 6.2 OWNER'S FINANCIAL CAPABILITY**

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

### **§ 6.3 SUBMITTALS**

**§ 6.3.1** The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

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

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

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1)

withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 BOND REQUIREMENTS**

**§ 7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

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

**§ 7.1.3** If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

### **§ 7.2 TIME OF DELIVERY AND FORM OF BONDS**

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

**§ 7.2.2** Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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

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

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

**DIVISION 00- PROCEDURAL & CONTRACTING REQUIREMENTS**  
**SECTION 002213**  
**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**1.1 INSTRUCTIONS TO BIDDERS**

- A. Instructions to Bidders for Project consist of the following:
1. AIA Document A701, "Instructions to Bidders," a copy of which is bound in this Project Manual.
  2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

**1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.
- B. The laws of Illinois shall govern the solicitation and award of the Contract.

**1.4 ARTICLE 2 - BIDDER'S REPRESENTATIONS**

- A. Add Section 2.1.3.1:
1. 2.1.3.1 - The Owner will obtain the building permit.
  2. 2.1.3.2 - All prospective Contractors are required to inspect the premises in order to determine the conditions under which the Work will be bid and performed.
  3. 2.1.3.3 - During the Bidding Period, the building will be available to Bidders' inspection during weekday daytime hours, upon request to Owner. Contact Debbie Dimmick, 815-981-5101 to schedule a site visit.

**1.5 ARTICLE 3 - BIDDING DOCUMENTS**

- A. 3.2 - Interpretation or Correction of Procurement and Contracting Documents:
1. Add Section 3.2.2.1.
    - a. 3.2.2.1 - Submit Bidder's Requests for Interpretation using via email to Allan Johnson at [ajohnson@rljarch.com](mailto:ajohnson@rljarch.com).
- B. 3.4 - Addenda:
1. Delete Section 3.4.3 and replace with the following.
    - a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.
  2. Add Section 3.4.4.1:
    - a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

- 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
- 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

## **1.6 ARTICLE 4 - BIDDING PROCEDURES**

### **A. 4.1 - Preparation of Bids:**

#### **1. Add Section 4.1.1.1:**

- a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from Architect.

#### **2. Add Section 4.1.8:**

- a. 4.1.8 - The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.

#### **3. Add Section 4.1.9:**

- a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

#### **4. Add Section 4.1.10:**

- a. 4.1.10 – Contractor shall not include sales tax on materials used for the project.

### **B. 4.2 - Bid Security**

1. Add Section 4.2.4: Bid Security in the amount of 5% of the sum of the Base Bid and all add alternates that can apply shall be submitted with the Bid in the form of a certified check, cashier's check, bank draft, or bid bond from a bonding company with a Best rating of "B" or better, payable to the Owner.

### **C. 4.3 - Submission of Bids:**

#### **1. Add the following Sections to 4.3.1:**

- a. 4.3.1.2 - All Bids shall be submitted in a sealed envelope boldly labeled with the words "SEALED BID ENCLOSED FOR FLINN & KENNEDY MIDDLE SCHOOL PAINTING, FLOORING & REMODELING WORK".
- b. 4.3.1.3 - Bids received before the time set for receipt of Bids will be securely kept unopened. No responsibility will attach to the Owner or the Architect for premature opening of a Bid not properly identified.
- c. 4.3.1.4 - The Owner will decide when the specified time for receipt and opening of Bids has arrived.



**D. 4.4 - Modification or Withdrawal of Bids:**

**1. Add the following sections to 4.4.2:**

- a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
- b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

**E. 4.5 - Break-Out Pricing Bid Supplement:**

**1. Add Section 4.5:**

- a. 4.5 - Provide detailed cost breakdowns listed on Bid Form.

**F. 4.6 - Subcontractors:**

**1. Add Section 4.6:**

- a. 4.6 Provide list of major subcontractors, as listed on Bid Form no later than 24 hours after the bid opening.

**1.7 ARTICLE 5 - CONSIDERATION OF BIDS**

**A. 5.2 - Rejection of Bids:**

**1. Add Section 5.2.1:**

- a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

**B. 5.3 - Acceptance of Bid (Award):**

**1. Add the following Sections to 5.3.1:**

- a. 5.3.1.1 - The Contract will be awarded to the lowest qualified bidder complying with the conditions of the Bidding Documents, provided that the lowest bid submitted is reasonable and that it is to the interest of the Owner to accept it.
- b. 5.3.1.2 - The Board intends to notify the bidder to whom the award is to be made at the earliest possible date.

**5.3.1.2.1 Work may be started and completed as follows:**

- 1.) Remodeling Work: Start June 29, 2020 at Flinn Middle School and be substantially complete by August 7, 2020.
- 2.) Remodeling Work: Start July 2, 2020 at Kennedy Middle School and be substantially complete by August 7, 2020.
- c. 5.3.1.3 - Negligence on the part of the Bidder in preparing his Bid shall confer no right of withdrawal or modification of his Bid after the Bid has been opened.
- d. 5.3.1.4 - Bidders may be required to cooperate with the Owner and Architect by providing a detailed breakdown of prices bid in order to show, in the manner and form required by the Architect, the division of costs between the several divisions of the Work.
- e. 5.3.1.5 - In case of a discrepancy between the prices quoted in words and those quoted in numbers, the prices quoted in words shall govern.

**1.8 ARTICLE 6 - POSTBID INFORMATION:**

**A. 6.1 - Contractor's Qualification Statement:**

**1. Add the following Sections to 6.1:**

- a. 6.1.1 - Submit Contractor's Qualification Statement no later than three business days following Architect's request.
- b. 6.1.2 - Bidders shall submit, upon Architect's request, a completed AIA Document A305, "Contractor's Qualification Statement"
- c. 6.1.3 - The Owner may make such further investigations of bidders as he deems necessary to determine the ability of a bidder to perform the work, and such bidder shall furnish to the Owner all such data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated.

**1.9 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND**

**A. 7.1 - Bond Requirements:**

**1. Add Section 7.1.1.1:**

- a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

**B. 7.2 - Time of Delivery and Form of Bonds:**

1. Delete the first sentence of Section 7.2.1 and insert the following:
  - a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.
2. Delete Section 7.2.3 and insert the following:
  - a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

## **1.11 ARTICLE 9 - EXECUTION OF CONTRACT**

### **A. Add Article 9:**

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.
2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.
4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

### **B. Add Article 9.1:**

1. A Schedule of the Prevailing Wage Rates for Boone County from the Illinois Department of Labor shall govern. Changes issued by the Dept. of Labor shall prevail over the rates listed at time of Bidding

**END OF DOCUMENT 002213**

## BID OFFER FORM

Bid # IFB-20-28

**PAINTING, FLOORING & REMODELING WORK** at Flinn & Kennedy Middle Schools

BID SUBMITTED BY: \_\_\_\_\_ Date \_\_\_\_\_

The undersigned, having become familiar with the local conditions affecting cost of work and with the Bidding Documents, including the advertisement of the Invitation for Bid, the Instructions and Supplementary Instructions to Bidders, this Bid Offer Form, the General and Supplementary Conditions, the Drawings and Specifications, and Addenda issued thereto, as prepared and issued by the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois hereby agrees to furnish all labor, material and equipment necessary to do the Painting, Flooring & Remodeling Work required for the project(s) and IFB identified above, for the amount shown below:

**Note: Contractor to write "No Bid" in the dollar amount section for any line items not bid.**

### **A. PAINTING WORK**

#### **BASE BID #A1: FLINN MIDDLE SCHOOL, 2525 OHIO PARKWAY, ROCKFORD, IL.**

TOTAL: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

and that such work will be substantially completed in the following number of calendar days.  
CALENDAR DAYS (\_\_\_\_\_).

**ALTERNATE BID #1: FLINN MIDDLE SCHOOL**, to paint the Auditorium ceiling. Color to be determined.

TOTAL: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

and that such work will be substantially completed in the following number of calendar days.  
CALENDAR DAYS (\_\_\_\_\_).

#### **BASE BID #A2: KENNEDY MIDDLE SCHOOL, 520 N. PIERPONT AVENUE, ROCKFORD, IL.**

TOTAL: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

and that such work will be substantially completed in the following number of calendar days.  
CALENDAR DAYS (\_\_\_\_\_).

#### **BASE BID #A3: COMBINED BID: FLINN & KENNEDY MIDDLE SCHOOLS**

TOTAL: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

Flinn Middle School Portion of Combined Bid Amount: (\$ \_\_\_\_\_).

Kennedy Middle School Portion of Combined Bid Amount: (\$ \_\_\_\_\_).

and that such work will be substantially completed in the following number of calendar days.  
CALENDAR DAYS (\_\_\_\_\_)

## BID OFFER FORM

### B. FLOORING WORK

#### **BASE BID #B1: FLINN MIDDLE SCHOOL, 2525 OHIO PARKWAY, ROCKFORD, IL.**

TOTAL: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

and that such work will be substantially completed in the following number of calendar days.  
CALENDAR DAYS (\_\_\_\_\_).

#### **BASE BID #B2: KENNEDY MIDDLE SCHOOL, 520 N. PIERPONT AVENUE, ROCKFORD, IL.**

TOTAL: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

and that such work will be substantially completed in the following number of calendar days.  
CALENDAR DAYS (\_\_\_\_\_).

#### **BASE BID #B3: COMBINED BID: FLINN & KENNEDY MIDDLE SCHOOLS**

TOTAL: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

Flinn Middle School Portion of Combined Bid Amount:(\$ \_\_\_\_\_).

Kennedy Middle School Portion of Combined Bid Amount:(\$ \_\_\_\_\_).

and that such work will be substantially completed in the following number of calendar days.  
CALENDAR DAYS (\_\_\_\_\_).

#### **ADDENDA RECEIVED**

The undersigned acknowledges receipt of Addenda \_\_\_\_ to \_\_\_\_ inclusive.

#### **MANDATORY PRE-BID MEETING ATTENDANCE**

A Bidder representative attended the Mandatory Pre-Bid Meeting? YES \_\_\_\_\_ or NO \_\_\_\_\_.

#### **SITE VISITS**

Existing premises and conditions were checked by on-site inspections on:

Flinn Middle School \_\_\_\_\_.

Kennedy Middle School \_\_\_\_\_.

## BID OFFER FORM

### **CONTRACTOR'S QUALIFICATION STATEMENT**

A fully completed AIA Document A305-1986 Contractor's Qualification Statement is **required** AND MUST BE SUBMITTED WITH THE BID. Include at least three references from projects completed in the past five (5) years with phone number, date of completion, description of work, and project architect (or engineer) contact name with phone number. Projects must be similar to the scope of this bid, and the bidder must have acted in the capacity of prime or general contractor.

Contractor has adequate equipment to perform the work properly and expeditiously: \_\_\_Yes \_\_\_No.

### **COMMENCEMENT AND COMPLETION OF CONTRACT**

The undersigned agrees, if awarded the Contract, to commence the contract work within five (5) days of receipt of Order to Proceed or if required, upon execution of a formal written contract and to complete said Work within the specified completion time. The undersigned further agrees to execute the Contract, furnish satisfactory performance and payment bond as well as insurance coverage, as specified in strict accordance with the Contract Documents.

Date of Commencement of Construction: \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

BIDDER: \_\_\_\_\_  
(Corporation) (Partnership) (Individual) Circle One

Address \_\_\_\_\_  
Street

\_\_\_\_\_

City

State

Zip Code

\_\_\_\_\_

Phone No.

Email address

BIDDER FEIN/SSN NO. \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Bidder or Authorized Agent Signature

Print name

Title: \_\_\_\_\_

Subscribed and sworn to before be this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## BID OFFER FORM

### **BID DEPOSIT CERTIFICATION**

A Bid Deposit is required in the amount of 5% of the total Bid including Alternate Bids. This Bid Deposit is to be a Bid Bond, Bank Draft or Certified Check made payable to the "Rockford School District No. 205", as a guarantee that if awarded all or part of the Bid, the firm will enter into a contract to perform with the Board of Education.

Amount of Total Bid \$ \_\_\_\_\_

Amount of Bank draft or Certified Check \$ \_\_\_\_\_

BIDDER: \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder or Authorized Agent

### **SUBCONTRACTOR LISTING**

1. Pursuant to bidding requirements for the Work:

The Bidder, for portions of the Work equaling or exceeding 1/2 of 1% of the total Contract Sum, proposes to use the following Subcontractors. The Bidder proposes to perform all other portions of the Work with its own forces. The District reserves the right to qualify all Subcontractors. COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY.

2. Portion of the Work Subcontractor Name and Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder:

\_\_\_\_\_

By: \_\_\_\_\_  
Bidder or Authorized Agent Signature

-END OF BID OFFER FORM-

# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Painting, Flooring & Remodeling Work @  
Flinn M.S., 2525 Ohio Parkway, Rockford, IL  
Kennedy M.S., 520 Pierpont Avenue, Rockford, IL

### THE OWNER:

*(Name, legal status and address)*

Rockford Public School District #205  
501 Seventh Street  
Rockford, IL 61104

### THE ARCHITECT:

*(Name, legal status and address)*

Richard L. Johnson Associates, Inc.  
4703 Charles Street  
*(Paragraphs deleted)*  
Rockford, IL 61108

*(Paragraphs deleted)*

## 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 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.

### 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.



### **§ 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 and certify termination of the Agreement under Section 14.2.2.

**1.1.9** Where the word "building," "project" or "work" occurs, it shall be construed as applying to all portions of the Work.

**1.1.10** The term "General Work" shall mean the portion of the Work other than Mechanical and Electrical Work.

**1.1.11** The term "Mechanical Work" shall refer to any Plumbing, Heating, Ventilating or Air Conditioning Work described by the Mechanical Drawings and/or Division 15 of the Specifications and includes like work specified in Division 1.

**1.1.12** The term "Electrical Work" shall mean the Electrical Work described by the Electrical Drawings and/or Division 16 of the Specifications and includes like work specified in Division 1.

**1.1.13** The term "General Contractor" shall mean the Contractor as defined in Article 3. The terms "General Contractor," "Plumbing Contractor," "Fire Protection," "Heating Contractor," "Electrical Contractor," etc., may appear in the Construction Documents to help identify responsibilities associated with their respective segments of the Work.

**1.1.15** The term "Engineer" shall mean an engineering professional or entity employed by the Architect, except as stated or clearly implied otherwise.

**1.1.16** The term "provide" shall mean "furnish and install in place" except as stated otherwise.

**1.1.17** The term "equal" shall mean equal in accordance with the determination of the Architect, except as clearly indicated otherwise.

**1.1.18** The terms "approved," "approval," etc., shall refer to approval by the Architect given in writing, except as specifically indicated otherwise.

## **§ 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 requirements for how pipes, ducts, cables and conduits are to penetrate walls and partitions, as set forth in Specifications Section 07840 - Firestopping, shall supercede requirements described and/or drawn elsewhere.

**1.2.1.2** Ambiguity or conflict in description of quality or quantity shall be resolved in favor of the better quality or greater quantity.

**1.2.1.3** The Contractor shall provide all work and materials which any section or part of the Drawings, Specifications or Conditions require him to provide regardless of whether such requirement is or is not faithfully repeated in other parts of documents thereof to which the provision might be appropriate.

**1.2.1.4** In all cases where a device, material, unit, or part of equipment is referred to as singular in number, it is intended that such reference shall apply to as many such devices as are required to complete the work referenced.

**1.2.1.5** As is the custom, persons and entities appearing in the Contract Documents may be referred to as though masculine in gender, irrespective of actual gender. When the context so requires, the masculine gender includes the female and/or neuter, and a singular number includes the plural as does the plural the singular.

**1.2.1.6** Where a Specifications Section contains a "Work includes" list, the list shall merely serve as a table of contents for items described in the Section and does not necessarily set the limits of work required.

**1.2.1.7** Where a material is listed only by description, ASTM, or Fed. Spec. numbers, any product meeting or exceeding requirements of such specification will be acceptable if material does not alter details shown on Drawings. If requested by Architect, evidence shall be furnished showing that material meets requirements of the Specifications.

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

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

**1.2.3.1** Acronyms and abbreviations that have well known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**1.2.3.2** Where reference is made to a standard of a government, manufacturers' association or professional society, the pertinent sections of the latest edition (as of the time of bidding) of the referenced standard shall apply, unless otherwise specified, and shall have the same force and effect as if set forth in full.

## **§ 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment

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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

## **§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## **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 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 2.2.1** The Owner shall at the written request of the Contractor prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or condition of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.2** 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.

**§ 2.2.3** 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.

**§ 2.2.4** 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.

**§ 2.2.5** 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.

**2.2.5.1** After award of the Contract, the Architect will furnish without charge to the Contractor, 5 complete sets of Contract Drawings and Project Manuals, covering all Divisions of Work.

**2.2.5.2** Contractor may secure extra sets of Drawings, at a cost per set to cover printing and handling, check made payable to the Architect. No refund.

**2.2.5.3** Contractor may secure extra sets of the Project Manual (Specifications) at a cost per set to cover printing and handling, check made payable to the Architect. No refund.

### **§ 2.3 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.

**2.3.1** The reasonable cost to be deducted for correcting such deficiencies may also include costs for testing, engineering, accounting, consulting services and attorneys' fees and expenses.

**2.3.2** The Owner's actions pursuant to this subparagraph shall not operate as a release of any obligation of a Surety upon its Performance and Labor and Material Payments Bonds.

### **§ 2.4 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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **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 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 2.2.3, 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 make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

**3.2.5** The Contractor shall advise the Architect of any condition in the Contract Documents that might affect a product's warranty.

### **§ 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage.

**§ 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.

**3.4.1.1** Where materials are listed by manufacturer and trade name with no qualifying statement, comparable materials of other manufacturers complying with or exceeding the specifications for the named item, as appropriate to the intended use, may be submitted for the Architect's approval by listing the proposed item on the substitutions list found in the Bid Form.

**3.4.1.2** After award of the Contract, substitutions initiated by the Contractor will not be considered except under one of more of the following conditions:

**3.4.1.2.1** Required for compliance with subsequent interpretation of code requirements or insurance regulations.

**3.4.1.2.2** Unavailability of specified products, through no fault of the Contractor.

**3.4.1.2.3** Subsequent information discloses inability of specified products to perform properly or to fit in designated space.

**3.4.1.2.4** When it is clearly seen, in the judgment of the Architect, that a substitution would be substantially to the Owner's best interests, in terms of cost, time or other considerations.

**3.4.1.3** By submitting a substitution, Contractor assumes responsibility for any changes or modifications required in the construction directly related to the substitution as well as in any other items of work affected by such substitution, including warranties, irrespective of Architect's acceptance of the substitution.

**§ 3.4.2** Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 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.

**3.4.3.1** It will be the duty of the Contractor to enforce among all workers directly or indirectly employed by him, all rules that Owner may establish for conduct of workers on premises.

**3.4.4** Criminal Background Checks (ref. Child Sex Offender and Murderer Community Notification Act). Every person employed to perform work at the construction site shall be warranted by the Contractor to have not committed a legal offense that would prohibit such person's employment by the school district, especially with respect to convictions for a child sex offense (105 ILCS 5/10-21.9), unless prior permission is given by the School District Superintendent.

**3.4.4.1** Each such agent or individual so employed shall undergo a criminal background check, including a fingerprint base investigation of the Federal Bureau of Investigation history records database (Public Act 93-0909 - House Bill 3977), by his immediate employer, who shall certify to the Contractor, through such procedures as may be established by the Contractor, that the employer has performed a criminal background check on such person and that according to that check such person has not been convicted of a child sex offense or any other offense that would prohibit such person from becoming an employee of the school district. The certification shall include the name of each individual checked and the date each background check was last performed.

**3.4.4.2** Such certifications shall be updated on a yearly basis by each employer, who shall contact the local law enforcement authority where each employee or agent resides and the Federal Bureau of Investigation history records database to determine if the employee is on the list of registered felons who have committed child sex offenses. The Contractor's certification with the latest updates shall be submitted to the Owner each year, through the Architect.

**3.4.4.3** The Contractor shall be responsible for any fees associated with the criminal background check including the fingerprint based investigation of the Federal Bureau of Investigation history records database.

**3.4.5** Quality of Materials. Unless specifically called for otherwise, all equipment, materials and articles incorporated in the Work are to be of the best grade of their respective kinds for the purpose.

**3.4.5.1** Domestic vs. Foreign Sources of Materials: In order that ready availability of materials, parts, or components for repair, replacement or expansion may be assured, all materials, parts and components shall be obtained where feasible from sources which maintain a regular domestic stock.

**3.4.5.2** Acceptance of Materials: Within 30 days after award of Contract and prior to ordering material and equipment, Contractor shall submit in quadruplicate to Architect a listing of which manufacturers and materials the Contractor intends to incorporate into the Work. When called for by the Architect, he shall also submit related

performance capacities, samples and other pertinent information. Machinery or equipment, materials and articles installed or used without such review shall be at the risk of subsequent rejection.

**3.4.5.3 Anchors and/or Fasteners:** Except as specifically specified or approved otherwise in writing by Architect, anchoring of any component by way of fibrous braid, plastic or other non-metallic expansion shields will not be permitted.

**3.4.6 Quality of Workmanship.** Unless specifically called for otherwise, all workmanship incorporated in the Work is to be of the best grade appropriate to its kind for the purpose.

**3.4.6.1** Work shall be performed by trained experienced personnel, skilled in their various crafts, under supervision of an approved foreman.

### **§ 3.5 WARRANTY**

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.

### **§ 3.6 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.

**3.6.1** Contractor shall also pay unemployment and social security taxes as well as other taxes imposed by local, city, state or federal government. If the tax laws are subsequently amended by legislation during the term of the Contract, the Contractor shall provide the next change caused by such amendment.

### **§ 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.

Subparagraph 3.7.1 of the General Conditions is supplemented by the addition of the following:

**3.7.1** The Owner shall secure and pay for the building permit. Any other permits, fees or notices required shall be secured as part of the work required by the Contract.

**§ 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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.

**3.9.1.1** The Contractor shall employ a competent Superintendent who shall be in attendance at all times when Work is taking place at the Project Site until Substantial Completion.

**3.9.1.2** The Superintendent employed shall be subject to the Owner's approval. Upon Architect's request, Contractor shall submit for review a written summary of the Superintendent's experience and qualifications.

**3.9.1.3** Each prime subcontractor shall keep a responsible representative on the project throughout the work until all check list items have been accepted by the Architect and the Owner.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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.

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's horizontal bar chart construction schedule for the Work. The schedule shall not



exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**3.10.1.1** The Horizontal Bar Chart for the Work shall be posted in the project construction office and shall be brought up to date monthly by the Contractor. Updated bar charts shall include schedule changes for the critical work of all subcontractors. Copies of updated bar charts shall be sent to the Owner and Architect monthly.

**§ 3.10.2** The Contractor shall prepare and keep current, for the architect's approval, a submittal schedule, which is coordinated with the Contractor's construction schedule, and allows the Architect reasonable time to review 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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 the way by which 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect

in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

**3.12.11** Only Shop Drawings that have been reviewed by Contractor and Architect shall be used at the job site and all copies shall bear the stamps of both the Contractor and Architect.

**3.12.12** The Architect's stamp shall only indicate general conformance to the design concept and the Contract Documents.

**3.12.13** The Architect reserves the right to withhold action on a submittal that requires coordination with other submittals, until all of the related submittals are submitted. Should a review be delayed for coordination, the Architect will promptly advise the Contractor of the necessity for additional material to be submitted.

**3.12.14** No extension of time to perform the Contract will be authorized because of Contractor's failure to make submissions to Architect in time for the Architect to execute a thorough review. Contractor should 2 weeks for most reviews.

### **§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably

withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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.

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

**3.18.4** In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party indemnifying shall, in addition to all other obligations, pay the cost of bringing any such action, including attorneys' fees, to the party requesting indemnity.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

**§ 4.1.1** 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.

**§ 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.

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

## **§ 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, except as provided in Section 3.3.1.

**§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**§ 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

**5.2.1.1** Initial payment requests will not be processed for any of the Work until the list of Subcontractors, as requested on the Bid Form, is complete, submitted and approved.

**§ 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

### **§ 5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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 in writing; 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 such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those

portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

**6.2.2.1** Each contractor shall perform work in proper sequence in relation to that of other contractors. Electrical contractors shall fit their conduit, piping and ductwork into the structure as job conditions may demand. Final decision as to right-of-way and run of pipes, ducts, etc., is reserved by the Architect to make at project coordination meetings.

**6.2.2.2** Each contractor shall cooperate in every way possible to allow for installation of equipment provided by Owner or his Equipment Contractors during the course of construction.

**6.2.2.3** Each contractor and subcontractor shall obtain complete data at site and inspect surfaces that are to receive his work before proceeding with his work; shall be solely responsible for accuracy of measurements and layout of work; shall correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies. Work of previous contracts found to be unacceptable to receive work of this contract shall be reported to the Architect by contractors finding such conditions prior to beginning of their work.

**6.2.2.4** Each contractor shall give due notice and proper information to other contractors of any special provisions necessary for the placing and setting of his work coming in contact with work of other contractors. Failing to do so in proper time, he shall be held responsible and shall pay for any and all alterations and repairs necessitated by such neglect.

**6.2.2.5** Each contractor shall furnish all lintels, thimbles, sleeves, hangers, etc., required for his work and not indicated to be furnished under another subcontract. Such items shall be installed in a manner and at such times will not delay or interfere with any other building operations.

**6.2.2.6** Any contractor who installs work improperly coordinated with other trades, either by way of installing work at the wrong time or the wrong items of work or work in the wrong location, shall, at his own expense, do all cutting,



fitting, patching, repairing or replacement required to make is work conform to the intent of the design as shown and specified.

**§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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, and the Contractor shall proceed promptly, 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.

**7.2.2** No contractor shall have the right to prosecute or maintain a suit-at-law to recover for an extra, unless his claim is based upon a written Change Order signed by the Owner.

**7.2.3** In addition to information required by the General Conditions, Change Orders shall include itemized breakdowns of labor hours and wages and of materials as well as itemized costs of related accessories, rentals and special services separated out from other costs. Breakdowns shall be organized according to Subcontractors, sub-subcontractors, material suppliers and Contractor.

**7.2.4** The combined total of profit and overhead shall be limited to 10%. Overhead shall include the markup related to a contractor's indirect expenses such as main office operations, field office activities, tools and minor equipment, depreciation, as-built drawings, personnel transport, delay costs, bond premiums and liability insurance. Overhead is not to include what are frequently called "general conditions" items such as rented sheds, rented operating equipment, scaffolding, toilets, snow removal, waste removal, cleaning, permits, fees, surveying, temporary constructions, temporary enclosures, protection, and temporary heat, power and ventilation. General Contractor is allowed to mark-up subcontractor's cost by 5%.



**7.2.5** Charges for field supervision time shall not be allowed as an added expense unless the Change Order includes an extension of the Contract Time.

**7.2.6** Charges for delivery of materials shall not be allowed as an added expense unless the quantity of additional material items exceeds one-half truck load.

### **§ 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 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** 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.

**§ 7.3.6** 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.

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 7.3.7 shall be limited to the following:

- .1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .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 related to the Work; and
- .5** Additional costs of supervision and field office personnel directly attributable to the change.

**§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### **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.

**8.2.1.1** It is hereby understood and mutually agreed, by and between Contractor and Owner, that the date for beginning construction, rate of progress and time for completion of the work of the Contract are essential conditions of the Contract.

**8.2.1.2** Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure the substantial completion of the work within the required completion time(s) except as otherwise established in the Contract.

**8.2.1.3** Additional costs due to payment of overtime rates shall be deemed to have been included in the Contract Sum and may not be submitted to Owner for additional payment except by prior written agreement.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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**

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.

### **§ 9.2 SCHEDULE OF VALUES**

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

**9.2.1** Allowances and bond charges shall appear separately in the schedule.

### **§ 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**9.3.1.3** As soon as possible, the Contractor shall submit to the Owner an estimated draw schedule for each month, based upon the date established for completion of the project.

**9.3.1.4** Contractor's itemized labor and material breakdown shall be submitted to the Architect on Schedule of the Contract Amount forms furnished by the Architect for review and approval prior to submission of first periodic estimate for payment.

**9.3.1.5** Payment requests shall be submitted in triplicate.

**9.3.1.6** Beginning with the first payment request and with each subsequent payment request, the Contractor shall submit 3 notarized waivers of lien for the full amount of the payment request being submitted. Beginning with the second payment request, the Contractor shall submit 3 notarized waivers of lien from each subcontractor/supplier for

whom payment was requested in the previous payment request. These waivers must be received by the Architect in order for subsequent payment to be released.

**§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**9.3.3.1** All material and work paid for by partial payments shall thereupon become the sole property of the Owner; but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made nor the restoration of damaged work, nor as a waiver of the right of the Owner to require the fulfillment of the terms of the Contract.

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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 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 the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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.

**9.6.1.1** Owner will make partial payment to Contractor for value, proportionate to amount of Contract, of labor and material incorporated in the Work in any calendar month. Payments will be made on approved periodic estimates submitted in triplicate by Contractor. Materials stored off site in preparation for incorporation into the Work will be paid at a rate of 80% of purchased value.

**9.6.1.2** Ten percent (10%) of each payment amount will be retained until completion of the project.

**§ 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 material and equipment 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 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, except as may otherwise be required by law.

**9.6.4.1** Should the Owner fail to approve an Application for Payment for a cause the Owner determines is the fault of the Contractor and not the fault of a particular subcontractor, the Owner may pay such subcontractor directly; and such payment shall not be deemed to create any contractual relationship between the Owner and any subcontractor or to create any rights in the subcontractor against the Owner.

**§ 9.6.5** Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## **§ 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' written 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 shut-down, 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.

**9.8.2.1** When the Architect determines that the Work or designated portions thereof are substantially complete, the Architect will establish the date of Substantial Completion, as defined hereafter, and the date of acceptance of the Work by the Owner, through the use of a Certificate of Substantial Completion (AIA Doc. G704) and through other closing procedures which the Architect may direct. In any case, the Architect will prepare for submission to the Contractor a list of items to be completed or corrected, called the "punch list". The failure to include any item on the punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**9.8.2.2** On the Certificate of Substantial Completion a time shall be fixed, not to exceed thirty (30) days, within which the Contractor shall finish all items on the final punch list accompanying the Certificate.

**§ 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

## **9.8.6 ADDITIONAL SERVICES BY THE ARCHITECT**

**9.8.6.1** After the Certificate of Substantial Completion and punch list are issued to Contractor by Architect, the Architect will make one (1) site visit to review punch list items. This site visit will occur at the agreed upon completion time stated in the Certificate of Substantial Completion or at the Contractor's request which must be made not later than the completion time. If any additional visits by Architect are necessary to ascertain progress on punch list items, the Architect will be paid by the Contractor at the rate of three times direct personnel expense. These costs will be paid directly to the Architect by Contractor and shall be received prior to issue of final Certificate of Payment. The Contractor will be notified prior to the Architect starting this additional service.

## **§ 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 as required under Section 11.3.1.5 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.

**9.9.1.1** In addition to all other precautions required by the Contract, such as barricades, signs, warning lights, etc., to make the Work completely safe for public use, the Contractor shall provide and maintain dust-tight barriers to segregate areas occupied before Substantial Completion. Cost of barriers shall be paid by Contractor if Work is behind schedule and by Owner if Work is ahead of schedule.

**9.9.1.2** The Owner moving equipment into areas of the Work will not constitute partial occupancy.

**§ 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 written 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 and, 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 terms and conditions of 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 substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, 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 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 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; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material 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.

**9.10.6** The final payment will be made, including retained percentages, within 45 days after final acceptance of work, provided that the following conditions have been met:

- .1 All punch lists are satisfactorily completed
- .2 All required record drawings, MSDS forms, warranties and guarantees are provided.

**9.10.7** The Contractor and each of his Subcontractors shall keep an accurate, legible, certified record of all payrolls during his project and for three (3) years after acceptance of the work performed and shall make said records available at any time to the Owner and Architect, if so requested. Such copies of payrolls shall be accompanied by proof satisfactory to the Architect and Owner that all bills for materials supplied have been duly paid and by such other data as the Owner may require. The Contractor shall not carry on his payroll employees of a subcontractor, but such employees must be carried on the payroll of the employing subcontractor.

## **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 or the Contractor's Subcontractors or Sub-subcontractors; 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.
- .4 Contractor shall, likewise, protect property the Owner requires to be temporarily stored in the areas of the Work, including furniture and furnishings delivered under separate contracts let by the Owner under Paragraph 6.1.
- .5 Contractor shall, likewise, protect the Owner's property in the areas of the Work, including furnishings, equipment and sundries, except items designated for disposal.



**§ 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 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 owners and users of adjacent sites and utilities.

**§ 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, except damage or loss 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, written notice of such 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**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

**§ 10.3.2** Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 LIABILITY INSURANCE**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

**§ 11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

**11.1.2.1** During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to Owner.

**11.1.2.2** Workmen's Compensation including Occupational Disease and Employer's Liability Insurance:

- .1 State: Statutory amounts and coverage as required by Workmen's Compensation Laws.
- .2 Employer's Liability: \$500,000/\$500,000/\$500,000

**11.1.2.3** Commercial/Comprehensive General Liability: Include coverage for direct operations, sublet work, contractual liability, completed operations and products liability, with limits not less than those stated below, which insurance shall fully protect the Contractor from claims for damages for bodily injury including accidental death, as well as claims for property damage and loss of use of property which may arise from activities under or incidental to the Contract, whether such activities be by the Contractor or any of his subcontractors, or by anyone directly or indirectly employed or otherwise contracted by any of them.

For Commercial Policies, the limits shall be:

\$1,000,000 general aggregate  
\$2,000,000 products - completed/operations aggregate

For Comprehensive Policies the Combined Single Limits for Bodily Injury and Property Damage shall be:

\$1,000,000 each occurrence  
\$2,000,000 aggregate

Policy shall be endorsed to have General Aggregate apply to this project only.

**11.1.2.4** Personal Injury:

\$1,000,000 aggregate

**11.1.2.5** Comprehensive Automobile Liability: Include coverage for owned, non-owned and hired vehicles - with limits not less than those state below:

Combined Single Limits for Bodily Injury and Property Damage:

\$1,000,000 each person  
\$1,000,000 each occurrence

**11.1.2.6** Property Damage: Include Broad Form Property Damage; that is, remove "XCU" exclusions (explosion, collapse, underground property damage.)

**11.1.2.8** Umbrella Excess Liability: \$5,000,000 over primary insurance with no more restrictions than primary policies.

**11.1.2.10** Proof of insurance shall be submitted to Owner on Standard ACORD Certificate of Insurance; and all certificates and policies shall indicate that the carrying company will not cancel without giving the Owner notice in writing ten (10) days prior to date cancellation is to become effective.

**11.1.2.11** Contractor shall protect himself by requiring his subcontractors to maintain workmen's compensation insurance and insurance of the same kind in amounts specified above.

**11.1.2.12** Contractor shall carry sufficient comprehensive insurance on his equipment at site of Work and en route to and from site to fully protect him; Contractor shall require same coverage of his subcontractors. It is expressly understood and agreed that Owner and/or Architect shall have no responsibility therefore.

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such

coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

## **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

## **§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**11.3.1.6** This insurance will be purchased and maintained by Owner and shall be subject to a maximum of \$1,000.00 deductible and all losses falling within the scope of the deductible amount shall be borne by the Contractor.

**11.3.1.7** This insurance will not cover equipment such as tools owned by mechanics, or tools, sheds, hoists, canvasses, tarpaulins, mixers, scaffolding, staging and towers owned or rented by Contractor.

**11.3.1.8** A copy of the insurance certificate for this coverage will be furnished to the Architect and Contractor upon purchase of the policy by the Owner. Any additional details about the policy's provisions will be promptly furnished by the Owner upon written request.

**11.3.1.9** At the Contractor's option and expense, he may carry insurance not included under Property Insurance for coverage on equipment and materials that are in his possession for this project. See Article **REPLACEMENT OF BROKEN GLASS** in Specifications Section 01500 - *Special Requirements*.

### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Sections 11.2 and 11.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

### **§ 11.3.7 WAIVERS OF SUBROGATION**

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.8** A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Owner requires the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

**§ 11.4.2** Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished to the Owner.

**11.4.3** Contractor shall furnish through a surety company Performance and Labor and Material Payment Bonds in an amount not less than the full amount of his Contract as security for the duration of the Contract and for 12 months after date of acceptance of the Work.

**11.4.4** Premium for bonds shall be paid for by Contractor. Surety company shall use the American Institute of Architects Form A-312, which will be provided by the Architect to the successful contractor. The surety company must have a Best rating of "B" or better, must be licensed to do business in Illinois and must be acceptable to Owner and Architect. The bond form shall incorporate by reference all the Contract Documents as defined in the General Conditions.

### **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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### **§ 12.2 CORRECTION OF WORK**

##### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 an 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 written 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 2.4.

**§ 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, whether completed or partially completed, of the Owner or separate contractors 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.

**12.2.6** Approval of any material or work at any stage of construction will not prevent its subsequent rejection for cause.

**12.2.7** No election by the Owner to correct work shall constitute a waiver of any obligation of a surety upon its Performance and Labor and Material Payment Bonds.

#### **§ 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 except that, 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 such 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 such assignment.

### **§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** 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.

**§ 13.4.2** 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 there under, except as may be specifically agreed in writing.

### **§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**13.5.1.1** The testing and inspection agencies will be hired by the Contractor except as specified otherwise in the various Sections of the Specifications. The laboratory or inspection agency shall meet approval of the Architect/Owner and will perform or cause to be performed the tests indicated, to determine if specified results have been obtained.

**13.5.1.2** The contractor shall prepare a testing schedule indicating the types of tests required by the Specifications and the times at which the tests need to be performed so as not to delay the work. The Contractor shall update the schedule as necessary and shall deliver copies to the Owner, Architect and the testing/inspection agencies.

**13.5.1.3** The Contractor shall cooperate with testing/inspection agencies in all regards.

**§ 13.5.2** 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

**§ 13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

**§ 13.5.4** 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.



**§ 13.5.5** 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.

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

### **§ 13.6 INTEREST**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

### **§ 13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

## **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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

- .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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, 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 as described in 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 written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### **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, 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.

#### **§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written 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 must 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 CONTINUING CONTRACT PERFORMANCE**

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker, except payments relating to the claim

**15.1.3.1** Nothing in the requirements of the Subparagraph shall require the Owner to pay to the Contractor any sum claimed for work performed until the dispute involving the Claim sum is finally resolved.

#### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

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

#### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

**§ 15.1.5.2** 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.

#### **§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### **§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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.

**15.2.4.1** Failure to comply with the Architect's requests, as stated, shall be considered a waiver of the Claim.

**§ 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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 15.1.6 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** 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** All provisions throughout the General Conditions that establish Arbitration shall be deleted and shall form no part of the General Conditions of the Contract.

*(Paragraphs deleted)*

## **§ 15.4.4 CONSOLIDATION OR JOINDER**

**§ 15.4.4.1** Either party, at its sole discretion, 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** Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

## **ARTICLE 16 EQUAL OPPORTUNITY**

### **16.1 POLICIES OF EMPLOYMENT TO BE MAINTAINED BY CONTRACTOR**

**16.1.1** The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the policies of non-discrimination.

**16.1.2** The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applications will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

## **ARTICLE 17 WAGE RATES**

### **17.1 STATE OF ILLINOIS NEW PREVAILING WAGE ACT REQUIREMENTS**

**17.1.1** Effective August 10, 2005 the General Assembly amended the Prevailing Wage Act shown below.

#### **.1 Sec. 5 Certified Payroll:**

**a)** Any contractor and each subcontractor who participates in public works shall:

**.1.1** make and keep, for a period of not less than 3 years from the date of the last payment made before January 1, 2014 (the effective date of Public Act 98-328) and for a period of 5 years from the date of the last payment made on or after January 1, 2014 (the effective date of Public Act 98-328) on a contract or subcontract for public works, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include (i) the worker's name, (ii) the worker's address, (iii) the worker's telephone number when available, (iv) the worker's social security number, (v) the worker's classification or classifications, (vi) the worker's gross and net wages paid in each pay period, (vii) the worker's number of hours worked each day, (viii) the worker's starting and ending times of work each day, (ix) the worker's hourly wage rate, (x) the worker's hourly overtime wage rate, (xi) the worker's hourly fringe benefit rates, (xii) the name and address of each fringe benefit fund, (xiii) the

plan sponsor of each fringe benefit, if applicable, and (xiv) the plan administrator of each fringe benefit, if applicable; and

**1.1.2** no later than the 15<sup>th</sup> day of each calendar month file a certified payroll for the immediately preceding month with the public body in charge of the project. A certified payroll must be filed for only those calendar months during which construction on a public works project has occurred. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a), but may exclude the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee, or agent it is to file such certified payroll who willfully fails to file such a certified payroll on or before the date such certified payroll is required by this paragraph to be filed and any person who willfully files a false certified payroll that is false as to any material fact is in violation of this Act and guilty of a Class A misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) before January 1, 2014 (the effective date of Public Act 98-328) for a period of not less than 3 years, and the records submitted in accordance with this paragraph (2) of subsection (a) on or after January 1, 2014 (the effective date of Public Act 98-328) for a period of 5 years, from the date of the last payment for work on a contract or subcontract for public works. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section. A contractor, subcontractor, or public body may retain records required under this Section in paper or electronic format.

(b) Upon 7 business days' notice, the contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

(c) A contractor or subcontractor who remits contributions to fringe benefit funds that are jointly maintained and jointly governed by one or more employers and one or more labor organizations in accordance with the federal Labor Management Relations Act shall make and keep certified payroll records that include the information required under items (i) through (viii) or paragraph (1) of subsection (a) only. However, the information required under items (ix) through (xiv) of paragraph (1) of subsection (a) shall be required for any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organizations in accordance with the federal Labor Management Relations Act.

(Source: P.A. 97-571, eff. 1-1-12; 98-328, eff. 1-1-14; 98-482, eff. 1-1-14; 98-756, eff. 7-16-14.)

(820 ILCS 130/5.1)

Sec. 5.1. Electronic database. Subject to appropriation, the Department shall develop and maintain an electronic database capable of accepting and retaining certified payrolls submitted under this Act. The database shall accept certified payroll forms provided by the Department that are fillable and designed to accept electronic signatures.

(Source: P.A. 98-482, eff. 1-1-14.)

**17.1.2** Each craft, type of worker and mechanic needed to execute the Contract shall be paid the prevailing wage rate, in accordance with all federal laws and laws of the State as well as local ordinances and regulations applicable to the work hereunder and having force of law, according to the locality in which the work is performed.

**17.1.3** If, during the course of the Contract, the Department of Labor revises the prevailing wage rates, the Contractor shall have the sole responsibility and duty to ensure that wages paid, whether to employees of the Contractor or any subcontractor, are paid according to the revised prevailing rates. Revisions of the prevailing wage rates shall not be cause for an increase in the Contract Sum.

17.1.4 Refer to Supplementary Instructions to Bidders for the Prevailing Wage Rates required for Winnebago County.

**END OF GENERAL CONDITIONS**

Init.

**SECTION 011000**  
**SUMMARY**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.
7. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Washington Academy Flooring Replacement Work for Belvidere CUSD #100.

Project Locations:

1. Washington Academy, 1031 Fifth Avenue, Belvidere, Illinois, 61008.

- B. Owner: Board of Education of Belvidere CUSD #100, 1201 Fifth Avenue, Belvidere, Illinois 61008.

- C. Architect: Richard L Johnson Associates, Inc., 4703 Charles Street, Rockford, IL 61108.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the school as identified in 1.3 above and on the drawings.

- B. Contractor is responsible for construction means, methods and sequencing. Architect will not have control over, be in charge of, or be responsible for construction means,



methods, techniques, sequences, procedures or safety precautions and programs in connection with the Work, as these are solely within the responsibility of the Contractor. Architect shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

## 1.5 ACCESS TO SITES

- A. General: Contractor shall have limited use of Project sites for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
  - 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Buildings: Maintain portions of existing buildings affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

## 1.6 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner may occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

## 1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Normal business working hours will be 7:00 a.m. to 3:30 p.m., Monday through Friday. However, Contractor can work weekends and nights with prior notification to the Owner.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.

- D. Nonsmoking Buildings: Smoking is not permitted within the building or anywhere on the site.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project sites is not permitted.

#### 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

**DIVISION 01 – GENERAL REQUIREMENTS**  
**SECTION 012500**  
**SUBSTITUTION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

**1.3 DEFINITIONS**

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

**1.4 ACTION SUBMITTALS**

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Provide on Contractor's letterhead.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

**DIVISION 01 – GENERAL REQUIREMENTS**  
**SECTION 012600**  
**CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

**1.3 MINOR CHANGES IN THE WORK**

- A. Architect will issue through Owner supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

**1.4 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
- B. General Contractor is allowed to mark up subcontractor's cost by 5%.
- C. General Contractor and Subcontractor is allowed to mark up self performed work by 10%.

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

**DIVISION 01 – GENERAL REQUIREMENTS**

**SECTION 012900**  
**PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

**1.3 DEFINITIONS**

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

**1.4 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.



- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange schedule of values consistent with format of AIA Document G703.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  6. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
  7. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 10<sup>th</sup> of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect and/or Project Manager will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect or Program Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Submittal schedule (preliminary if not final).
  - 5. List of Contractor's staff assignments.
  - 6. List of Contractor's principal consultants.
  - 7. Copies of building permits.
  - 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 9. Initial progress report.
  - 10. Certificates of insurance and insurance policies.
  - 11. Performance and payment bonds.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707-1994, "Consent of Surety to Final Payment."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

**SECTION 013100**

**PROJECT MANAGEMENT & COORDINATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination drawings.
  - 2. Requests for Information (RFIs).
  - 3. Project meetings.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

**1.3 DEFINITIONS**

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

**1.5 GENERAL COORDINATION PROCEDURES**

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

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.

## 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.

## 1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: AIA Document G716.

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

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

1. The following Contractor-generated RFIs will be returned without action:
  - a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for approval of Contractor's means and methods.
  - d. Requests for coordination information already indicated in the Contract Documents.
  - e. Requests for adjustments in the Contract Time or the Contract Sum.
  - f. Requests for interpretation of Architect's actions on submittals.
  - g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

## 1.8 PROJECT MEETINGS

- A. General Contractor: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Preparation of record documents.
    - m. Use of the premises and existing building.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.
  3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: General Contractor to conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

- a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Progress cleaning.
    - 10) Quality and work standards.
    - 11) Status of correction of deficient items.
    - 12) Field observations.
    - 13) Status of RFIs.
    - 14) Status of proposal requests.
    - 15) Pending changes.
    - 16) Status of Change Orders.
    - 17) Pending claims and disputes.
    - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100



**DIVISION 01 – GENERAL REQUIREMENTS**

**SECTION 013300**  
**SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

**1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

**1.4 ACTION SUBMITTALS**

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

**1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS**

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 5 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- C. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Name of subcontractor.
    - f. Name of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - l. Other necessary identification.
  4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
    - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
  - a. Transmittal Form for Paper Submittals: Use.
  - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Architect.
    - 6) Name of Contractor.
    - 7) Name of firm or entity that prepared submittal.
    - 8) Names of subcontractor, manufacturer, and supplier.
    - 9) Category and type of submittal.
    - 10) Submittal purpose and description.
    - 11) Specification Section number and title.
    - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 13) Drawing number and detail references, as appropriate.
    - 14) Indication of full or partial submittal.
    - 15) Transmittal number, numbered consecutively.
    - 16) Submittal and transmittal distribution record.
    - 17) Remarks.
    - 18) Signature of transmitter.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
  1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

#### A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files.
  - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.

4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
  - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. Submit Product Data before or concurrent with Samples.
  5. Submit Product Data in the following format:
    - a. PDF electronic file.
    - b. Three paper copies of Product Data unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).

3. Submit Shop Drawings in the following format:
  - a. PDF electronic file.
  - b. Two opaque (bond) copies of each submittal. Architect will return one copy.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Submit product schedule in the following format:
    - a. PDF electronic file.
    - b. Three paper copies of product schedule or list unless otherwise indicated. Architect will return two copies.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Contractor's Review Stamp: review each submittal with a uniform, review stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals, that do not bear Contractor's review stamp and will return them without action.
- B. Action Submittals: Architect's review is performed to determine general conformance with the design concept set forth in the Contract Documents. Review does not relieve Contractor of sole responsibility for means, methods, sequencing, scheduling of work, verification of quantities and dimensions or the performance of the work in a safe manner. No comments on the shop drawings will relieve the Contractor from performing the work in a manner consistent with the Contract Documents. Architect's review will indicate action mark as follows:
  - 1. Reviewed.
  - 2. Note Comments.
  - 3. Rejected.
  - 4. Not reviewed/Outside scope of Services.
  - 5. Resubmit After Required General Contractor Review.
  - 6. Revise.
  - 7. Resubmit.
- C. Subcontractors are not to use shop drawings and submittals to ask questions or request information. All questions must be asked through the RFI.
- D. Architect is not responsible for correcting errors in the shop drawings or submittals.
- E. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- F. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- G. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

**DIVISION 01 – GENERAL REQUIREMENTS**

**SECTION 014200**  
**REFERENCES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 DEFINITIONS**

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



### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in the following list:
  - 1. AA – Aluminum Association (The).
  - 2. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  - 3. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  - 4. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  - 5. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
  - 6. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
  - 7. AWPAA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).
  - 8. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
  - 9. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
  - 10. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
  - 11. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
  - 12. ICBO - International Conference of Building Officials; (See ICC).
  - 13. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
  - 14. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
  - 15. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
  - 16. NFPA - NFPA International; (See NFPA).
  - 17. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
  - 18. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
  - 19. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
  - 20. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
  - 21. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
  - 22. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
  - 23. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
  2. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
  2. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
  3. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
  4. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
  5. FG - Federal Government Publications; [www.gpo.gov](http://www.gpo.gov).
  6. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
  7. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. FED-STD - Federal Standard; (See FS).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

DIVISION 01 – GENERAL REQUIREMENTS  
**SECTION 015000**  
**TEMPORARY FACILITIES & CONTROLS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Provide barricades as required.

### 2.2 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

### 2.3 EQUIPMENT

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

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
- B. Provide sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
- C. Sanitary Facilities: Use existing toilets, wash facilities, and drinking water for construction personnel.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- D. Fence Opening Protection: Fence openings are not to be left unprotected when construction crews are not present.

END OF SECTION 015000

**DIVISION 01 – GENERAL REQUIREMENTS**

**SECTION 016000**  
**PRODUCT REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 014200 "References" for applicable industry standards for products specified.

**1.3 DEFINITIONS**

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.



5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

**B. Product Selection Procedures:**

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Selection Specification:** Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

**SECTION 017300**  
**EXECUTION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning and final cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - a. Refer to Unit Specifications.
2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  1. Examine walls for suitable conditions where products and systems are to be installed.
  2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Proceed with patching after construction operations requiring cutting are complete.

- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
  3. Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 PROGRESS AND FINAL CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. **Concealed Spaces:** Remove debris from concealed spaces before enclosing the space.
- F. **Exposed Surfaces in Finished Areas:** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. **Waste Disposal:** Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- H. **During handling and installation,** clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. **Clean and provide maintenance on completed construction** as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. **Limiting Exposures:** Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- K. **Provide final cleaning of all disturbed areas.** Clean all glass and frames.

### 3.7 STARTING AND ADJUSTING

- A. **Confirm proper operation of components.** Remove malfunctioning units, replace with new units and retest.
- B. **Adjust equipment for proper operation.** Adjust operating components for proper operation without binding.
- C. **Test each piece of equipment to verify proper operation.** Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. **Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.**

END OF SECTION 017300



**SECTION 017419**

**CONSTRUCTION WASTE MANAGEMENT & DISPOSAL**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for the following:
  - 1. Disposing of nonhazardous construction waste.

**1.3 DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 PLAN IMPLEMENTATION**

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

### 3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

**SECTION 017700**  
**CLOSEOUT PROCEDURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
  5. Submit test/adjust/balance records.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Perform preventive maintenance on equipment used prior to Substantial Completion.
  3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  4. Participate with Owner in conducting inspection and walkthrough.
  5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  6. Complete final cleaning requirements, including touchup painting.
  7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

## 1.7 FINAL COMPLETION PROCEDURES

- A. Preliminary procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Architect, will return annotated file.
    - b. Three paper copies. Architect will return two copies.

#### 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

#### 1.10 ELECTRONIC CLOSEOUT DOCUMENTATION

- A. General: Provide a complete project Closeout Documentation Package in electronic format. This package shall include:
  1. Project Record Documents.
  2. Approved submittals.
  3. Operation and Maintenance Manuals.
  4. Warranties.
  5. Project Contact Directory.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - e. Remove debris and surface dust from limited access spaces.

- f. Sweep concrete floors broom clean in unoccupied spaces.
  - g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
  - h. Clean transparent materials, including and in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish glass, taking care not to scratch surfaces.
  - i. Remove labels that are not permanent.
  - j. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
- 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 017700

**DIVISION 01 – GENERAL REQUIREMENTS**  
**SECTION 017839**  
**PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for project record documents, including the following:
1. Record Drawings.
  2. Record Specifications.
  3. Record Product Data.
- B. Related Requirements:
1. Section 017300 "Execution" for final property survey.
  2. Section 017700 "Closeout Procedures" for general closeout procedures.

**1.3 CLOSEOUT SUBMITTALS**

- A. Record Drawings: Comply with the following:
1. Number of Copies: Submit one set of marked-up record prints.
  2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit one paper-copy set(s) of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and one of file prints.
      - 3) Submit record digital data files and one set of plots.
      - 4) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit three paper-copy sets of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and three sets of prints.
      - 3) Print each drawing, whether or not changes and additional information were recorded.



- B. Record Specifications: Submit one paper copy and PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy and PDF electronic files and directories of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
  - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  - 1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
  - 2. Format: DWG, Version, Microsoft Windows operating system.
  - 3. Format: Annotated PDF electronic file with comment function enabled.
  - 4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  - 5. Refer instances of uncertainty to Architect for resolution.
  - 6. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

## 2.3 RECORD PRODUCT DATA

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

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

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

END OF SECTION 017839

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **SECTION 024119** **SELECTIVE DEMOLITION**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

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

##### **1.2 SUMMARY**

- A. Section Includes:

- 1. Demolition and removal of selected portions of building elements.

- B. Related Requirements:

- 1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
  - 2. Section 017300 "Execution" for cutting and patching procedures.

##### **1.3 DEFINITIONS**

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse or store as instructed by Architect.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

##### **1.4 MATERIALS OWNERSHIP**

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

## 1.5 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:
  - 1. Hazardous materials will be removed by Owner before start of the Work.
  - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

## 1.6 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

- 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION, GENERAL

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

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
  6. Maintain adequate ventilation when using cutting torches.
  7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  10. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items (When requested by Architect):
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area on-site designated by Owner.
  5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items(When requested by Architect):
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition, cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them according to Section 017419 "Construction Waste Management and Disposal."
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

### 3.7 CLEANING

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

END OF SECTION 024119



**SECTION 096519**

**RESILIENT FLOORING & BASE – FLINN & KENNEDY**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
  - 1. Preparation of existing concrete floors to receive LVT and wall surface to receive new rubber base.
  - 2. Patch and prep area to receive new flooring.
  - 3. Apply sealer to area to receive new flooring.
  - 4. Installation of new LVT (Luxury Vinyl Tile)
  - 5. Installation of IT (Interlocking Tile)
  - 6. Installation of new Rubber Base.
  - 7. Installation of Resilient floor transitions and trim accessories.
- B. Related Sections: 096813 Carpet Tile requires Rubber Base as listed herein.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Submit 3 sets of samples of each type, color and finish of resilient flooring, base and accessory required.
  - 1. Provide manufacturer's standard boxed selection kit for flooring and 6" long samples of accessories.
  - 2. Include full range of colors and pattern variations.
  - 3. Upon request, provide 12" square samples of the flooring colors selected from the sample kit.
- C. Submit a letter from the resilient flooring manufacturer that the adhesive proposed to be used is compatible with the resilient flooring.

1.4 QUALITY ASSURANCE

- A. Manufacturers: Wherever possible, provide resilient flooring, adhesives and accessories produced by a single manufacturer.

- B. Flammability: Provide only materials, including adhesives, which will produce an installation having:
  - 1. Critical Radiant Flux of not less than 0.45 watts per cm<sup>2</sup> when tested per ASTM E 648.
  - 2. Smoke Density no greater than 450 when tested per ASTM E 662.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish to the Owner in unopened boxes for future maintenance not less than 5% of each kind and color of floor tile installed.
  - 2. Furnish not less than 10 linear feet of each type, color, pattern, and size of rubber base installed.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient base and installation materials in dry spaces protected from the weather.
- B. Install resilient base after other finishing operations, including painting, have been completed.

#### 1.7 WARRANTY

- A. Provide a 2 year installation warranty in addition to other warranties standard to the manufacturer for each flooring type.

### PART 2 - PRODUCTS

#### 2.1 RESILIENT FLOORING AT FLINN AND KENNEDY

- A. Acceptable Products & Manufacturer for Luxury Vinyl Tile (LVT): Tandus Centiva  
Style: Contour, C-Stamped 18" x 18"  
LVT-1: Color: 0920 Mercury  
Installation Method: Quarterturn on standard grid. See plans for locations of LVT.
  - a. Use manufacturers recommended floor prep, adhesive and recommended installation methods following manufacturer's specification sections and product data sheets for LVT listed.
- B. Acceptable Products & Manufacturer for Interlocking Vinyl Tile (IT): Gerflor  
Style: Attraction 25" x 25"  
IT-1: 8053 Anambas

- a. Use manufacturers recommended floor prep, adhesive and recommended installation methods following manufacturer's specification sections and product data sheets for Interlocking Tile (IT) listed.
- C. See plans. Provide floor pattern placement for IT as shown.
- D. Acceptable Wall Base Products & Manufacturers: Rubber material complying with ASTM F 1861, Type TS, 4" high at all locations. 1/8" .080" thick, Style B coved profile, furnished in rolls. Acceptable Manufacturer: Johnsonite. Color: 63 Burnt Umber
- E. Rubber Base is not to be installed on glazed tile base or brick, unless specifically noted otherwise. At locations where Rubber Base is not to be provided, flooring shall be cut clean and evenly and installed tight to the edge at walls and caulked.
- F. Transitions. Provide even heights between floor finishes, for a smooth level transition between flooring heights/types. Skim or build up with Portland based cement product may be used to achieve level heights between existing flooring and new flooring
  - 1. Provide Johnsonite Slimline transitions best suited for transition on site. Provide sample of proposed type with floor sample submittal. Color: 63 Burnt Umber
- G. Adhesives: Water-resistant type recommended by resilient-product manufacturer as listed above, for resilient products and substrate conditions indicated. Or approved equal complying with manufacturer's recommendations.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of rubber base.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog, installation instructions.
- D. Verify that wall surfaces to receive rubber base are free of bond breakers. Report to Contractor in writing any surfaces unsuitable to develop a permanent bond.
- E. Verify that building air temperature and relative humidity are within manufacturers' recommended limits and that concrete floor temperatures are within 20°F of surrounding air temperatures.
- F. Start of flooring and base preparation and installation will indicate acceptance of the suitability of subfloor and wall conditions and acceptance of full responsibility for completed work. Remove and replace at no charge to Owner all work under this Section

which may require removal in order to correct defects caused by insufficient examination and preparation of the substrates.

### 3.2 PREPARATION

- A. Should excessive alkalinity be discovered, treat the affected areas with a water solution containing 10% muriatic or acetic acid and allow solution to dry. Verify and comply with flooring manufacturers PH level requirements.
- A. Provide necessary floor preparation work to prevent show-through of flooring substrate to finished flooring. At a minimum the contractor shall patch and fill saw cut joints, construction joints, expansion joints, cracks, holes, and depressions with flexible vinyl filler or portland cement product following manufacturers specifications and installation methods.
- B. Provide a skim coat to ALL areas to receive flooring, 1/8" skim using Portland based cement product by Schonox or Ardex.
- C. Apply Acryl-a-Seal sealer by Bone Dry to ALL areas to receive new flooring following manufactures specifications and installation methods.
- D. Clean and prepare to a satisfactory condition all surfaces scheduled to receive resilient flooring.
- E. Check the match of LVT tiles to ensure that there is no visible variation between dye lot runs.
- F. Prepare walls and cabinet bases to receive new wall base as required. Remove bond breakers down to a solid, durable substrate. Fill voids with approved filler.
- G. Vacuum the floor just before application of flooring, until clean and free of dust.

### 3.3 RESILIENT FLOORING INSTALLATION

- A. Comply with manufacturer's written instructions for installing luxury vinyl tile.
- B. Install flooring after building finishes, including painting, have been completed and permanent heating system is operating.
- C. Place flooring with adhesive cement in strict compliance with manufacturer's recommendations, including open time. Tightly cement resilient flooring to floor, leaving an installation without open cracks, voids, raised or puckered joints, telegraphing of substrate imperfections or adhesive spreader marks, or other surface imperfections.
- D. Butt the flooring tightly to vertical surfaces and edgings. Scribe as necessary around obstructions to produce neat joints, laid tight, even, and straight.
- E. Extend flooring into toe spaces, door reveals, and similar spaces.
- F. Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of the room are of equal width. Adjust as necessary to avoid use of tiles less than 6" wide at room perimeters. Lay tile square to room axis, unless otherwise shown.

- G. Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged. Lay tile with grain in basket-weave pattern.
- H. Install tile manufacturer's recommended portland cement based floor patch filler material to raise level of tile flush with other adjacent floor materials.
- I. Install edging strips at all unprotected edges of flooring. Place resilient edge strips tightly butted to flooring and secure with adhesive.

### 3.4 RUBBER BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing rubber base.
- B. Apply rubber base to walls, in rooms and areas where base is required.
- C. Install rubber base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere rubber base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch rubber base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of rubber base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.

### 3.5 ADJUSTMENTS

- A. Tiles that have not "seated" in level plane with surrounding tile shall be removed and cleaned and re-set with new adhesive.
  - 1. Misaligned joints in base shall be reset or replaced with new, properly fitting pieces as required.
  - 2. Any resilient base that shrinks on the wall within 1 year of installation shall be replaced at no charge to the Owner.
- B. Tile showing broken corners or fracture lines entirely across their surfaces shall be warmed, removed and new tile of same color, etc., substituted. Repair tile showing minor breaks and fractures.

### 3.6 CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas.
  - 1. Repair or replace damaged installed products.
  - 2. Fully clean installed products entirely, in accordance with manufacturer's instructions prior to Owner's acceptance.

### 3.7 PROTECTION

- A. Protect vinyl composition tiles and rubber base from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION 096519

DIVISION 9 – FINISHES  
**SECTION 096813**  
**CARPET TILE- FLINN & KENNEDY**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes modular carpet tile.
  - 1. Preparation of existing concrete floors to receive new carpeting and wall surface to receive new rubber base to include:
  - 2. Patch and prep area to receive new flooring.
  - 3. Apply sealer to area to receive new flooring.
  - 4. Carpet tile
  - 5. Carpet edging and other accessories.
- B. Related Requirements:
  - 1. Section 096513 "Resilient Flooring and Base" for resilient wall base and accessories installed with carpet tile.

1.3 QUALITY ASSURANCE

- A. Installer's Qualifications: Carpet Installation Company: Shall be certified by carpet manufacturer and shall have at least 5 years' satisfactory experience in the installation of carpets of the types specified. Only qualified and experienced carpet mechanics working under proper supervision shall be employed on the project.
- B. Flammability Test Requirements: Provide only materials, including adhesives, which will produce an installation having a Critical Radiant Flux of not less than 0.45 watts per square centimeter when tested by the Flooring Radiant Panel Test.
- C. Adhesive Test Requirements: The suitability of the adhesive will require testing as further specified herein after under EXAMINATION.

1.4 SUBMITTALS

- A. Certifications:
  - 1. Manufacturer shall submit certification that materials manufactured are in accordance with materials herein specified. Include certified laboratory test report for flammability requirements.
  - 2. Manufacturer shall submit certification that Installer is a factory approved installer.

- B. Samples: Submit samples of carpets. Label samples, stating color or shade, location in which they are to be used and manufacturer's name. Carpet samples shall be at least one tile per pattern.
- C. Maintenance Supply: Provide 5% maintenance stock of each type of carpet used. Package unused carpet tiles in boxes suitable for preservation of carpet in long term storage. Deliver packaged tiles to location in building designated by Owner
- D. Maintenance Manuals: Obtain from manufacturer and submit for Owner's use, 3 copies of manufacturer's complete maintenance recommendations for carpet(s) installed.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and installation of carpeting shall be coordinated with completion schedule for the various areas.
- B. Carpet shall be stored away from construction activities and shall be protected against moisture, dust and vermin.
- C. Installation shall not begin in any area until painting and ceiling work for that area have been completed.

#### 1.6 GUARANTEES

- A. Provide manufacturer's warranty documentation for all flooring types herein.
- B. Provide a 2 year installation warranty in addition to other warranties standard to the manufacturer for the carpets selected.

### PART 2 - PRODUCTS

#### 2.1 CARPET TILE AT FLINN

##### A. CPT:

Acceptable Manufacturer and Product: Interface

##### 1. 25cm x 1m Planks

CPT-1: Driftwood 104859 Sweetgum

CPT-2: Driftwood 104858 Teak

CPT-3: Aerial Flying Colors: AE317 105821 Grass (green)

CPT-4: Aerial Flying Colors: AE317 105829 Azure (blue)

CPT-1 and CPT-2 Shall be installed as field carpet in a 50/50 random mix, placed together in an ashlar brick pattern. Do not create a pattern with the two, such as every other tile, randomly place them during installation in varying orders and directions per tile.

Installation – See plans for carpet pattern and placement.



2. Manufacturer: Shaw  
Style: Steppin Out, Walk-off Carpet  
CPT-5 - Entrée Tile 5T033 Color: 31400 (blue)  
Installation – Quarterturned

## **2.2 CARPET TILE AT KENNEDY**

### **A. CPT:**

Acceptable Manufacturer and Product: Interface

1. 25cm x 1m Planks  
CPT-1: Driftwood 104859 Sweetgum  
CPT-2: Driftwood 104858 Teak  
CPT-3: Aerial Flying Colors: AE310 105826 Berry (red)  
CPT-4: Aerial Flying Colors: AE317 105829 Azure (blue)  
CPT-1 and CPT-2 Shall be installed as field carpet in a 50/50 random mix, placed together in an ashlar brick pattern. Do not create a pattern with the two, such as every other tile, randomly place them during installation in varying orders and directions per tile.  
Installation – See plans for carpet pattern and placement.
2. Manufacturer: Shaw  
Style: Steppin Out, Walk-off Carpet  
CPT-5 - Entrée Tile 5T033 Color: 31400 (blue)  
Installation – Quarterturned. See plans for locations.

## **2.3 ACCESSORIES**

### **A. Carpet:**

1. All seam tape, edge sealers and other accessories shall be as recommended by the carpet manufacturer.  
Adhesives: Use manufacturers recommended adhesives by their brand. At walk off-carpet, standard N5000 adhesive Shaw. See Manufacturers full product data and follow specifications. Follow manufacturers installation requirements and methods.

### **B. Edge Transition Strips, Rubber Base, including adhesive and accessories, or approved equal. To be provided under 096513 Resilient Flooring and Base.**

- C. Rubber Base is not to be installed on glazed tile base, unless specifically noted otherwise. At locations where Rubber Base is not to be provided, flooring shall be cut clean and evenly and installed tight to the edge at walls and caulked.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that building air temperature and relative humidity are within manufacturers' recommended limits and that concrete floor temperatures are within 20°F of surrounding air temperatures.
- B. Start of flooring and base preparation and installation will indicate acceptance of the suitability of subfloor and wall conditions and acceptance of full responsibility for completed work. Remove and replace at no charge to Owner all work under this Section which may require removal in order to correct defects caused by insufficient examination and preparation of the substrates.

### 3.2 PREPARATION

- A. Should excessive alkalinity be discovered, treat the affected areas with a water solution containing 10% muriatic or acetic acid and allow solution to dry.
- B. Provide necessary floor preparation work to prevent show-through of flooring substrate to finished flooring. At a minimum the contractor shall patch and fill saw cut joints, construction joints, expansion joints, cracks, holes, and depressions with flexible vinyl filler or portland cement product following manufacturers specifications and installation methods.
- C. Provide skim coat to ALL areas to receive new flooring, 1/8" skim using Portland based cement product, by Schonox or Ardex.
- D. Apply Acryl-a-Seal sealer by Bone Dry to ALL areas to receive new flooring following manufactures specifications and installation methods.
- E. Clean and prepare to a satisfactory condition all surfaces scheduled to receive carpeting.
- F. Check the match of carpet tiles to ensure that there is no visible variation between dye lot runs.

### 3.3 INSTALLATION

- A. Carpet Tiles:
  - 1. Glue vinyl backed carpet tile directly to floor. Use manufacturer's recommended application pattern for adhesive and cover floor evenly with adhesive.
  - 2. Follow manufacturer's recommended installation for fillers.
  - 3. Install transition strip at all exposed edges of carpet and where carpet abuts any other floor material, except at ceramic tile, in which case, the edging will be provided with the tile. Edging shall be one continuous piece at doors and wherever standard lengths permit. Securely fasten edging to floors.

- a. When carpet ends at doorway and door swings over carpet, place carpet under door (but not beyond door) and finish carpet with nose of edge strip aligned with the edge of the stop on the door frame.
- b. When carpet ends at doorway and door swings away from carpet, place carpet up to face of door and finish carpet with edge strip having its nose aligned with the edge of the stop on the door frame.

#### 3.4 PROTECTION

- A. No furniture or other heavy objects shall be placed on carpet until the adhesive has cured.
- B. Protect carpet after installation against stains and accumulations of dust and debris.

#### 3.5 CLEANING AND PROTECTION

- A. The completed installation shall be free of scraps, carpet ripples and puckers. Clean up all dirt and debris. Clean all spots with proper remover. Remove loose threads; reweave any ravel at seams or edges.
- B. Damage: Repair any damage to existing paintwork, millwork, walls, doors, floors, etc., caused by carpet installation.
- C. Upon completion of the installation remove all waste, excess materials, protective coverings, tools and equipment.
- D. Carefully and thoroughly vacuum clean all new installed carpet to Owner's satisfaction. Do not begin vacuuming until perimeter resilient base has cured at least 10 days. When schedules allow, do not begin vacuuming until 14 days after installation of resilient base.

END OF SECTION 096813

**DIVISION 09 FINISHES****SECTION 099110 – ELECTROSTATICALLY APPLIED COATING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, as provided by the Owner, apply to this Section.
- B. Extent of electrostatically applied coating is indicated on Drawings, schedules and by provisions of this section.
- C. Type of electrostatically applied coating includes field application of electrostatically charged, spray paint coating, over existing metal casework as provided for and specified in this section and within the Construction Documents.
- D. Colors: Colors selections are included in the color schedule noted within the Construction Documents.

**1.2 SUMMARY**

- A. Section includes surface preparation and the application of paint systems on interior substrates; exterior of lockers at Kennedy Middle School and Flinn Middle School.
  - 1. Steel.
  - 2. Galvanized metal.

**1.3 DEFINITIONS**

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523, a matte flat finish.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523, a high-side sheen flat, velvet-like finish.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523, an eggshell finish.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523, a satin-like finish.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523, a semi-gloss finish.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523, a gloss finish.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

C. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. VOC content.

D. Certification: Provide written certification attesting that applicators have been factory trained, and that application equipment used complies with manufacturer's requirements.

### 1.5 CLOSEOUT SUBMITTALS

- A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used. Use same designations indicated on drawings / schedules.

### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are new, unopened product packaged with protective covering for storage and identified with labels describing contents. Use same designations indicated on drawings / schedules.

1. Paint: For each facility where work is performed, Provide 1 gal. (3.8 L) of each coating type in each color applied.

### 1.7 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Owner will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
  - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq.m).
  - b. Other Items: Architect will designate items or areas required.
2. Final approval of color selections will be based on mockups.
  - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion and accepted by Owner.
- B. Workers performing application of electrostatic finishes shall have satisfactorily completed factory training by the manufacturer for the specific products being used.
- C. Equipment used for application of electrostatic finishes shall be as recommended or approved by the product manufacturer and used in compliance with the equipment operating instructions.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original unopened and sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
1. Product name and type (description).
  2. Batch date.
  3. Color number.
  4. VOC content.
  5. Environmental handling requirements.
  6. Surface preparation requirements.
  7. Application instructions.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage and work areas daily.

#### 1.9 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 70 and 77 deg F or per manufacturer's instructions, if stricter. Painted surfaces and ambient air temperature shall remain greater than 55 deg F prior to application and for at least two hours after finishing coating application.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Lead Paint: It is not expected that lead paint will be encountered in the Work.
1. If suspected lead paint is encountered, do not disturb; immediately notify Owner.

- D. **Lead Paint:** Lead paint **may be** present in buildings and structures to be painted. A report on the presence of lead paint is on file for review and use. Examine report to become aware of locations where lead paint is present.
1. Do not disturb lead paint or items suspected of containing hazardous materials except under procedures specified.
  2. Where applicable, perform preparation for painting of substrates known to include lead paint in accordance with EPA Renovation, Repair and Painting Rule and additional requirements of authorities having jurisdiction.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. **Basis-of-Design Product:** ACCESSA Coatings Solutions, Perfection Electrostatic Paint INVIRAnamel, semi-gloss finish. Subject to compliance with requirements, provide products indicated in construction documents or Owner-approved equal from one of the following:
1. Accessa Coatings Solutions
  2. Sherwin-Williams Company
  3. Benjamin Moore & Co.
  4. Glidden Professional, Division of PPG Architectural Finishes, Inc.
  5. PPG Architectural Finishes, Inc.
  6. Pratt & Lambert.
- B. **Basis-of-Design Product:** ACCESSA Coatings Solutions, INVIRAprime primer for surface preparation as compatible and recommended by manufacturer of final coating. Subject to compliance with requirements, provide products indicated in construction documents or Owner-approved equal from one of the following:
1. Accessa Coatings Solutions
  2. Sherwin-Williams Company
  3. Benjamin Moore & Co.
  4. Glidden Professional, Division of PPG Architectural Finishes, Inc.
  5. PPG Architectural Finishes, Inc.
  6. Pratt & Lambert.
- C. **Source Limitations:** Obtain paint materials from single source from single listed manufacturer.
1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

### 2.2 PAINT, GENERAL

- A. **Material Compatibility:**
1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat and primer for use in paint system and on substrate indicated.

- B. VOC Content: Comply with current State of Illinois Regulations regarding VOC (Volatile Organic Compounds).
- C. Colors: Match Owner's final approved samples with colors as indicated in construction documents.

## 2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible. Contractor responsible for substrate damage identified, resulting from removal of rejected materials based on compliance testing.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
  - 1. Applicator to report, in writing, conditions that may affect application, appearance, or performance of paint.
- B. Substrate Conditions:
  - 1. Existing finished surfaces: Verify existing finish is adequate or made ready to receive new finish.
  - 2. Metal surfaces shall be free of any loose paint or other finish materials that would impede full adherence of new coating to existing surface.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations for a like-new final finish.



- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, tape and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated. Bare metal scratches or surface shall be covered with primer prior to any coating application.
  - 2. Sand or chemically clean as appropriate, all abraded surfaces, corroded areas and other imperfections in surfaces to be coated. Fill or feather edges of sanded areas to produce a smooth transition to bare metal.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by coating manufacturer but not less than the following:
  - 1. SSPC-SP 2, "Hand Tool Cleaning."
  - 2. SSPC-SP 3, "Power Tool Cleaning."
  - 3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
  - 4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints. Notify if a chromate passivated or "bonderized" primer is present.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions."
  - 1. Apply prime and finish materials in accordance with manufacturer's directions. Apply each material in not less than the manufacturer's recommended spreading rate. Use special equipment, applicators, and techniques recommended by the manufacturer as best suited for the particular purpose.
  - 2. Apply additional coats beyond scheduled requirements when undercoating, stains or other conditions show through final paint coat until the special coating is of uniform finish, color and appearance.
  - 3. Paint exposed edges at kerfs, reveals, cut-outs and bends so that all exposed surfaces have an even color matching the main finished surface when final coat is complete. Edges of casework doors and openings that are visible when closed shall have an even color

matching the main finished surface when final coat is complete. All operable parts must be in full operable condition when painting is complete and dry.

4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates. Protect as necessary.
5. Primers may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  1. Contractor shall touch up and restore painted surfaces damaged by testing.
  2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

### 3.6 INTERIOR PAINTING SCHEDULE

- A. Paint metal lockers as directed in Construction Documents and with the colors as selected in the painting schedule.

END OF SECTION 099110

## SECTION 099123 - INTERIOR PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, as provided by the Owner, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates:

1. Concrete masonry units (CMU).
2. Ceramic tile / glazed CMU / structural glazed tile.
3. Steel.
4. Galvanized metal.
5. Wood.
6. Gypsum board.
7. Plaster.
8. Vinyl.

- B. See paint plans for each school for selected paint colors and locations.

- C. For any item solely identified in the bid documents as “Basis of Design”, “Owner Approved Equal” products may be considered.

#### 1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523, a matte flat finish.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523, a high-side sheen flat, velvet-like finish.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523, an eggshell finish.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523, a satin-like finish.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523, a semi-gloss finish.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523, a gloss finish.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. VOC content.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used. Use same designations indicated on drawings / schedules.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: For each facility where work is performed, Provide 1 gal. (3.8 L) of each coating type in each color applied.

#### 1.7 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Owner will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
    - b. Other Items: Architect will designate items or areas required.
  - 2. Final approval of color selections will be based on mockups.

- a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion and accepted by Owner.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
  1. Product name and type (description).
  2. Batch date.
  3. Color number.
  4. VOC content.
  5. Environmental handling requirements.
  6. Surface preparation requirements.
  7. Application instructions.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
  1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage and work areas daily.

#### 1.9 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Lead Paint: It is not expected that lead paint will be encountered in the Work.
  1. If suspected lead paint is encountered, do not disturb; immediately notify Owner.
- D. Lead Paint: Lead paint **may be** present in buildings and structures to be painted. A report on the presence of lead paint is on file for review and use. Examine report to become aware of locations where lead paint is present.

1. Do not disturb lead paint or items suspected of containing hazardous materials except under procedures specified.
2. Where applicable, perform preparation for painting of substrates known to include lead paint in accordance with EPA Renovation, Repair and Painting Rule and additional requirements of authorities having jurisdiction.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide products indicated in construction documents or Owner-approved equal from one of the following:
  1. Sherwin-Williams Company.
  2. Benjamin Moore & Co.
  3. Glidden Professional, Division of PPG Architectural Finishes, Inc.
  4. PPG Architectural Finishes, Inc.
  5. Pratt & Lambert.
- B. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
  1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

### 2.2 PAINT, GENERAL

- A. Material Compatibility:
  1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Comply with current State of Illinois Regulations regarding VOC (Volatile Organic Compounds).
- C. Colors: Match Owner's final approved samples as indicated in construction documents.

### 2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  2. Testing agency will perform tests for compliance with product requirements.
  3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove

noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible. Contractor responsible for substrate damage identified, resulting from removal of rejected materials based on compliance testing.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
  - 1. Applicator to report, in writing, conditions that may affect application, appearance, or performance of paint.
- B. Substrate Conditions:
  - 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
    - a. Masonry (Clay and CMU): 12 percent.
    - b. Wood: 15 percent.
    - c. Gypsum Board: 12 percent.
    - d. Plaster: 12 percent.
  - 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
  - 3. Plaster Substrates: Verify that plaster is fully cured.
  - 4. Existing finished surfaces: Verify existing finish is adequate or made ready to receive new finish.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Patch and prepare surfaces to create like-new finish conditions.
- B. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- D. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, tape and incompatible paints and encapsulants.
  1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- E. Concrete Masonry Units (CMU): Clean all CMU with Simple Green or "Owner-approved equal" product.
- F. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- G. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- H. Ceramic Tile, Structural Glazed Tile, Glazed CMU:
  1. The vitreous substrate must be structurally sound. Clean greasy, oily surfaces with hot soapy solution like Spic & Span. Followed by xylene solvent wipe.
  2. Lightly sand all surfaces paying particular attention to grout joints. Vacuum dust.
- I. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
  1. SSPC-SP 2, "Hand Tool Cleaning."
  2. SSPC-SP 3, "Power Tool Cleaning."
  3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
  4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- J. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- K. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- L. Wood Substrates:
  1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  2. Sand surfaces that will be exposed to view, and dust off.
  3. Prime edges, ends, faces, undersides, and backsides of wood.
  4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.



### 3.3 APPLICATION

- A. Apply one coat of primer and two coats of finish paint.
- B. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces. All operable parts must be in full operable condition when painting is complete and dry.
  - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- C. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- D. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- E. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project Site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

### 3.6 INTERIOR PAINTING SCHEDULE

#### A. CMU Substrates:

##### 1. Water-Based Light Industrial Coating System:

- a. Block filler: Latex, interior/exterior: S-W PrepRite Block Filler, B25W25, at 100 to 200 sq. ft. per gal (2.4 to 4.9 sq. m per l). (Use if unpainted CMU.)
- b. Primer: S-W Protective & Marine Coatings, DTM Acrylic Coating (not required above 6'-0" above finished floor).
- a. Topcoat: Light industrial coating, interior, water based, eggshell: S-W Pro Industrial Pre-Catalyzed Water-based Epoxy, K45-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.

#### B. Ceramic Tile, Glazed CMU:

##### 1. Two Step System:

- a. Step One: Pre-primer / Tack Coat S-W 5531.
- b. Step Two: S-W Protective & Marine Coatings, Water-based Tile-clad Epoxy finish (Part A & Part B).

#### C. Metal Substrates (Aluminum, Steel, Galvanized Steel, Hollow Metal Frames and Doors):

##### 1. Latex System:

- a. Prime Coat: Primer, rust-inhibitive, water-based alkyd: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils wet, 2.0 to 4.0 mils dry.
- b. Intermediate Coat: Water-based acrylic, interior, matching topcoat.
- c. Topcoat: Water-based acrylic, semi-gloss: S-W Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series, at 2.5 to 4.0 mils dry, per coat.
- d. Topcoat: Water-based acrylic, gloss: S-W Pro Industrial Acrylic Gloss Coating, B66-660 Series, at 2.5 to 4.0 mils dry, per coat.

##### 2. Water-Based Dry-Fall System:

- a. Top Coat: Dry-fall latex, flat: S-W Pro Industrial Waterborne Acrylic Dryfall Flat, B42-80 Series, at 6.0 mils wet, 1.7 mils dry.
- b. Top Coat: Dry-fall latex, eggshell: S-W Pro Industrial Waterborne Acrylic DryFall Eg-Shel, B42-2 Series, at 6.0 mils wet, 1.9 mils dry.
- c. Top Coat: Dry-fall latex, semi-gloss: S-W Pro Industrial Waterborne Acrylic DryFall Semi-Gloss, B42-80 Series, at 5.8 mils wet, 2.3 mils dry.

##### 3. Water-Based Light Industrial Coating System:

- a. Prime Coat: Primer, water based: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10.0 mils wet, 2.0 to 4.0 mils dry.

- b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
  - c. Topcoat: Light industrial coating, interior, water based, eggshell: S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.
- D. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.
- 1. Latex System:
    - a. Prime Coat: Primer sealer, latex, interior: S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils wet, 1.4 mils dry.
    - b. Intermediate Coat: Latex, interior, matching topcoat.
    - a. Topcoat: Latex, interior, eggshell: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils wet, 1.7 mils dry, per coat.
    - b. Topcoat: Latex, interior, semi-gloss: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils wet, 1.6 mils dry, per coat.
    - c. Topcoat: Latex, interior, gloss: S-W ProMar 200 Latex Gloss, B11-2200 Series, at 4.0 mils wet, 1.5 mils dry, per coat.
  - 2. Water-Based Light Industrial Coating System:
    - a. Prime Coat: Primer sealer, latex, interior: S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils wet, 1.4 mils dry.
    - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    - c. Topcoat: Light industrial coating, interior, water based, eggshell: S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.
- E. Gypsum Board, Plaster, Vinyl, and Spray-Texture Ceiling Substrates:
- 1. Water-Based Light Industrial Coating System:
    - a. Primer: Protective & Marine Coatings, DTM Acrylic Coating
    - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    - c. Topcoat: Light industrial coating, interior, water based, eggshell: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.

END OF SECTION 099123