

**Project Manual For:
Puffer Summer 2023 Improvements Project**

**Puffer Elementary School
2220 Haddow Avenue
Downers Grove, Illinois 60515**

**Issued for Bid
February 14, 2023**



**Prepared For
Downers Grove Grade School District 58
2300 Warrenville Rd.
Suite 200 NE
Downers Grove, Illinois 60515**



Prepared by:
Wight & Company
2500 North Frontage Road
Darien, IL 60561
630-969-7000
A/E Project No. 230003

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Project: Puffer Summer 2023 Improvements Project

Puffer Elementary School
2220 Haddow Ave
Downers Grove, IL 60515

Project Number: 230003

Owner: Board of Education
Downers Grove Grade School District 58 Administration Center
2300 Warrenville Rd
Suite 200 NE
Downers Grove, IL 60515

Architect: Wight and Company
2500 North Frontage Road
Darien, Illinois 60561
630-969-7000

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SECTION 001116 - NOTICE TO BIDDERS

Notice is hereby given that *Downers Grove Grade School District 58* is accepting sealed bids for the ***District 58 Summer 2023 Improvements Project at Puffer School***. One proposal will be received for the following categories of work:

Puffer Summer 2023 Improvements

GENERAL CONTRACTING including architectural and plumbing work at Henry Puffer Elementary School.

SEALED BIDS will be RECEIVED IN DUPLICATE by *Downers Grove Grade School District 58* at the place, date and time stated below and publicly opened and read there:

PLACE:

District Service Center
1860 63rd street
Downers Grove, IL 60516

DUE DATE:

Wednesday March 1, 2023

TIME:

2:00 PM (CST)

(as Date/Time stamped by District 58's receptionist)

All bids must be sealed and marked on the envelope "Puffer Summer 2023 Improvements" and must be received no later than the date and time stated above. Any proposal received after the time and date stated above will be returned to the Bidder unopened. The competency and responsibility of the Bidders will be considered in making awards.

Each trade Contractor is also required to answer the following questions and provide these answers with your bid form:

- 1) List of trade union agreements and date the current agreement expires.
- 2) Within the last seven years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (if the answer is yes, please attach the details.)
- 3) On a separate sheet, list the major projects your organization has completed in the past five years giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- 4) Trade/Supplier References (minimum of 3):

The competency and responsibility of the bidders will be considered in making awards. The successful bidder shall, upon acceptance of his bid, be required to procure and pay for a Performance Bond and Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the bid. Bonds shall comply with all laws of the State of Illinois governing public contracts let by governmental

units. Bid security in the form of a Bid Bond, certified check or cashier's check made payable to Downers Grove Grade School District 58 in an amount equal to not less than ten percent (10%) of the Base Bid shall be submitted with the Bid. Bid security is required of all parties submitting a proposal. A fully executed and compliant Bid Security must be included with the Bid Form.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

The Architect for this project is Wight & Company. All questions concerning this project or those concerning bidding requirements should be directed to: Amy Tiberi - atiberi@wightco.com. **Questions must be received in writing, or via email (atiberi@wightco.com), until 12:00 p.m. Thursday February 23, 2023.**

NON-MANDATORY building walk thru will be held at Henry Puffer Elementary School on Monday February 20, 2023, at 10:00 AM. We will meet at Door #1 located on the South side of the school off Haddow Ave.

The School District reserves the right to reject any or all bids, to negotiate contract terms with various Bidders, and to waive all formalities or irregularities to any bid when such is deemed by the Owner to be in the Owner's best interests.

- 1) Plans and Specifications can be viewed or downloaded electronically via one of the following:
 - a. The District website: www.dg58.org, under ABOUT, and FINANCIAL INFORMATION (any questions regarding shall be directed via Sonali Patil, spatil@dg58.org)
 - OR**
 - b. via buildingconnected.com (Please send email to atiberi@wightco.com to receive electronic invitation after 12:00 PM on Tuesday, February 14, 2023.)

This invitation is issued in the name of *Downers Grove Grade School District 58*

END OF SECTION 001116

SECTION 002113 – INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS TO BIDDERS

- A. The instructions to bidders shall be AIA Document Number A701, 2017 edition, as modified by Section 002213 – Supplementary Instructions to Bidders. The "Instructions to Bidders" referred to throughout these Bidding Documents shall mean the above two documents taken together. Copies of AIA Document A701 may be examined at the Architect's office. Copies may be purchased from the American Institute of Architects local distributor.
- B. AIA Document A701 is expressly incorporated herein by reference as if fully set forth.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 002113

SECTION 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

GENERAL

The following supplements modify the "Instructions to Bidders" AIA Document A701, 2017. Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, the unaltered portions of the Instructions to Bidders shall remain in effect.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

Add Paragraph 2.1.7:

2.1.7 In order to insure access to all premises involved in the work before visiting the site, contact Kevin Barto, Director of Buildings & Grounds, 630-719-5858, for an appointment.

Add Paragraph 2.1.8:

2.1.8 The Bidder by making a Bid represents that the Bidder meets qualifications indicated in the Advertisement for Bid.

ARTICLE 3 - BIDDING DOCUMENTS

3.3 SUBSTITUTIONS

Add Paragraphs 3.3.6 and 3.3.7:

3.3.6 Items of other manufacturers, or design, quality, and capacity, will be considered as alternates or substitutes to those specified or noted on the Drawings only if the Bidder, at the time of submitting their Base Bid (and Alternate Bids), offers to make such substitution and quotes any addition to, or deduction from, the amount of the Base Bid if such substitution should be accepted in the space provided on the Bid Form.

3.3.7 The Owner reserves the right to reject under the Bid any substitute offered for items specified or noted on the Drawings. Only the successful Bidder's proposed Alternates will be evaluated.

ARTICLE 4 – BIDDING PROCEDURES

4.2 BID SECURITY

Change Paragraphs 4.2.1 and 4.2.2 to read:

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.

4.2.2 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.

ARTICLE 5 - CONSIDERATION OF BIDS

5.3 ACCEPTANCE OF BID (AWARD)

Add Paragraphs 5.3.3, 5.3.4, and 5.3.5:

5.3.3 The award of a Contract will be made within 45 calendar days after the opening of proposals, to the lowest responsible and qualified Bidder whose proposal complies with all the requirements prescribed.

5.3.4 No bids will be withdrawn for a period of 45 days after the Bid opening date without consent of the Owner.

5.3.5 If Contracts cannot be awarded promptly, the Owner may permit the three lowest Bidders to substitute bid bonds executed by corporate surety companies satisfactory to the Owner for any cashier's checks or certified checks submitted with their Bids as Bid guarantees, but such substitution shall not be made until a period of 3 days has elapsed after the date of opening Bids.

ARTICLE 6 – POST-BID INFORMATION

Delete Paragraph 6.2 in its entirety, and insert in its place the following:

6.2 Intentionally Deleted.

ARTICLE 8 – ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

Add Paragraph 8.2 - EXECUTION OF AGREEMENT:

8.2 EXECUTION OF AGREEMENT

8.2.1 The Agreement shall be executed by the successful Bidder or Bidders and returned within 5 days after the Contract has been mailed to the Bidder.

8.2.2 If the Bidder or Bidders to whom award is made is a corporation organized under the laws of a state other than Illinois, the Bidder shall furnish the Owner a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the executed Contract. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and forfeiture of the proposal guarantee to the Owner, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Add Paragraph 8.3 - FAILURE TO EXECUTE AGREEMENT:

8.3 FAILURE TO EXECUTE AGREEMENT

8.3.1 Failure of the successful Bidder to execute the Agreement within 5 days after the Contract has been mailed to Bidder shall be just cause for the cancellation of the award and the forfeiture of the Bid guarantee, which shall become the property of the Owner, not as a penalty but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder or the Work may be readvertised.

Add ARTICLE 9 – TIME OF COMPLETION:

ARTICLE 9 - TIME OF COMPLETION

9.1.1 Time is of the essence in the completion of the Project and the Contract will be predicated upon full compliance with the Contractor's stated time of completion for Owner's useful occupancy included in his Bid. The Owner will evaluate each Bidder's capability in this regard in awarding the Contract.

9.1.2 Bidders are informed that administrative work must be started immediately following the award and signing of Contracts and Work must be carried on continuously thereafter until completion and be fully completed within the time stated in the Bid Form, except on written order from the Architect. Construction activities must be carefully coordinated with the Owner so as to minimize conflict with normal activities and events.

END OF SECTION 002213

SECTION 004100 - BID FORM

BID DATE: March 1, 2023, at 2:00pm (CST)

BID TO: Downers Grove Grade School District 58
District Service Center
1860 63rd Street
Downers Grove, Illinois 60516

BID FROM: _____

BID FOR: Puffer Summer 2023 Improvements Project
Downers Grove, Illinois

Project No. 230003

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

Having examined the site of the work, and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications, and duly issued addenda, as prepared by the Architect, the Bidder hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described material and/or services for stated lump sum price.

To hold this bid open until 45 calendar days after bid opening date.

To accept the provisions of the Instructions to Bidders, Conditions of the Contract, Drawings, specifications, Addenda, and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the Work according to the Contract.
3. Complete the Work within the Contract time herein specified.

BID SECURITY

The undersigned furnishes herewith, as required in the Instructions to Bidders, bid security in the amount of 10 percent of the amount bid in the form of Cashier's Check ____, or Certified Check ____, made payable to the Owner or Bid Bond ____, naming the Owner as obligee. (Bidder to check form of bid security furnished)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid security shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid security is a fair and equitable estimate of such damages.

BASE BID

For all Base Bid construction work, the amount of the bid is:

The sum of: _____ Dollars (\$ _____)

CONSTRUCTION CONTINGENCY ALLOWANCE:

General Contingency:

This bid shall include in the Base Proposal a construction contingency allowance of Twenty Thousand Dollars (\$20,000.00), for additional work that is not defined in the construction documents. This work may be authorized only by owner-signed change orders, and the unused amount remaining in this allowance shall be credited to the Owner at the completion of the project by way of deductive Change Order.

TIME OF COMPLETION

The Bidder agrees to achieve Substantial Completion on or before August 4, 2023. Site access for construction work shall be as stated below.

Construction Activity Site Access hours: 6:00 a.m. – 2:30 p.m.

ALTERNATE BIDS

1. ADD Alternate Bid 1: Provide pricing to furnish and install new quartz resilient floor, floor prep, base, casework, and paint in rooms 211, 209,216,305, & 306 per drawings.

Add the sum of: _____ Dollars, (\$ _____).

2. ADD Alternate Bid 2: Provide pricing to furnish and install upper cabinets at locations per drawing.

ADD the sum of: _____ Dollars, (\$_____).

3. ADD Alternate Bid 3: Provide pricing to furnish and install upper cabinets at locations per drawing.

ADD the sum of: _____ Dollars, (\$_____).

UNIT PRICES

If incorporated into the Contract, the following units of labor and material shall apply to facilitate changes in the Work, should such changes, additions, or deductions become necessary during the progress of the Work. (Bidder to fill in applicable unit prices.)

Adjustments shall be made on net variations of total quantities based on design dimensions. A unit price shall represent the total cost of a unit of labor and material in place, according to the requirements of the Contract Documents and applicable revisions thereto:

| <u>ITEM</u> | <u>ADD</u> | <u>DEDUCT</u> | <u>UNIT</u> |
|--|------------|---------------|-------------|
| 1. Moisture Vapor Emission Control System: | \$_____ | \$_____ | per sq. ft. |

BID ACCEPTANCE

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract (AIA Document A101, 2007 Edition) in accordance with the bids as accepted. He will obtain performance and payment bonds with such surety or sureties as the Owner may approve, the cost of which shall be included in the base bid.

The Owner reserves the right to award the contract to its best interests, to reject any of all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period.

REPRESENTATIONS AND CERTIFICATIONS

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

SURETY. I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and

labor and material payment bond for my work if my bid is accepted and the contract awarded to me.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to the Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq.

Pursuant to Illinois Revised Statutes, Chapter 48, Section 34s-5, the contractor and each contractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

The current prevailing wage rates are included in the specifications for reference only. The contractor and subcontractor must pay the prevailing wage rates in effect at the actual time the labor is performed.

CERTIFICATE OF COMPLIANCE WITH ILLINOIS PREVAILING WAGE RATE ACT. Pursuant to the provisions of the Illinois Prevalent Wage Rate Act. (820 ILCS 130/), Bidder hereby certifies that all workers will be paid at the prevailing wage rate as published by the Illinois Department of Labor.

Initials _____

NON-COLLUSION AFFIDAVIT. Bidder has not, nor has any other member, representative, nor agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement,

understanding or combination with any other person in reference to such bidding. Bidder further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such bid, or any contract awarded as a direct or indirect result of such bid.

Initials _____

CERTIFICATE OF ELIGIBILITY TO CONTRACT. Pursuant to Section 33 E-11 of the Illinois Criminal Code of 1961 as amended, contractor hereby certifies that neither they nor any of the officers, partners, or owners of this business have been convicted in the past five years of the offense of bid-rigging under Section 33 E-3, nor bid-rotating under Section 33 E-4, nor bribing or attempting to bribe an officer or an employee of the State of Illinois, or made an admission of guilt or such conduct which is a matter of record.

Initials _____

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT. Pursuant to Section 3 of the Illinois Drug-Free Workplace Act, having twenty-five or more employees, contractor does hereby certify that they shall provide a drug-free workplace for all employees engaged in the performance of work under this contract by complying with Illinois Drug-Free Workplace Act, and, further certifies that they are not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Initials _____

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY. Pursuant to Section 2-105 of the Illinois Human Rights Act (775 IL-CS5/2-105), contractor certifies they have a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and compliant process available through the Department of Human Rights Commission; (vi) directions of how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Initials _____

CERTIFICATE REGARDING CRIMINAL HISTORY RECORDS CHECK. Bidder hereby certifies that the Bidder shall not send to any school building or school property any employee or agent who would be prohibited from being employed by the District due to a conviction of a crime listed in 105 ILCS 5/10-21.9. The Contractor shall obtain a fingerprint-based criminal history background check before sending any employee or agent to any school building or school property. Additionally, at least quarterly, the Contractor shall contact the local law enforcement authority where each employee or agent resides to determine if the employee is on the list of registered felons who have committed child sex offenses.

Initials _____

VENDOR DESIGNATION. In order to comply with subsection C of Section 10-20.40 of the Illinois School code added by P.A. 95-707, school districts are required to disclose vendors with whom we have entered a contract or purchased goods in the amount of equal to or greater than

\$25,000.00. In addition, school districts are required to specify which of the vendors are owned by a person with disabilities, female, minority and/or locally owned.

Please indicate any of the following that apply to your business.

- Owned by a Person with Disabilities
- Female Owned
- Minority Owned
- Locally Owned (within school district boundaries)
- None of the Above

Initials _____

CERTIFICATE OF BIDDER'S QUALIFICATIONS. Included with bid, Bidder shall submit to the Architect 2 copies of completed American Institute of Architects "Contractor's Qualification Statement" AIA Document A305 (furnished by Bidder), which shall include a certified financial statement, not more than six months old, or other reasonable proof of financial responsibility, which reflects the true financial condition of the firm. Each Bidder must be able to show financial ability to carry on the Work until the first payment and to carry the financing of the Project between payments until the Contract is completed and accepted. Form shall include names and telephone numbers of architects, owners, and contact persons for each project listed (minimum of ten projects required)."

Initials _____

Signature:

Respectfully submitted this ____ day of _____, 20_____.

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

(Firm Name)

(Address)

(Telephone Number)

(Bidder's Signature)

(Title)

Subscribed and sworn to me

this ____ day of _____, 20_____.

_____ (NOTARY SEAL)

END OF SECTION 004100

SECTION 004343 – PREVAILING WAGE ACT

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 PREVAILING WAGE ACT

- A. Pursuant to Illinois Compiled Statutes 820 ILCS 130/0.01 et seq., these specifications list on the following pages, the Illinois Department of Labor prevailing rate of wages for the county where the contract is being performed and for each craft or type of worker needed to execute the contract.
- B. Current wage rate information may be obtained from the IDOL website: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 004343

SECTION 005200 - AGREEMENT

PART 1 - GENERAL

1.1 FORM OF AGREEMENT

- A. The Agreement shall be executed on the American Institute of Architects "Standard Form of Agreement Between Owner and Contractor," Document Number A101 2017 edition, as amended and bound in this Project Manual.
- B. Amended AIA Document A101 and Exhibit A as modified follows immediately after this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 005200



AIA® Document A101® – 2017

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

AGREEMENT made as of the day of in the year 2023
(In words, indicate day, month and year.)

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

Downers Grove Grade School District 58
2300 Warrenville Rd., Suite 200NE
Downers Grove, IL 60515

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

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

Puffer Summer 2023 Improvements Project
2220 Haddow Ave
Downers Grove, IL 60515

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

Wight & Company
2500 N. Frontage Rd.
Darien, IL 60561

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

Init.

/

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

[X] By the following date: August 4, 2023

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

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

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall endeavor to make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, the Application for Payment shall be tendered to the Owner in the next month's payment submittal.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

Ten Percent (10%) of the progress payment certified by the Architect.

Init.

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

None.

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

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The release of retainage by the Owner at Substantial Completion shall be in accordance with Section 9.3.4 of AIA Document A201-2017, as amended by Owner.
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 Intentionally Deleted.

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

§ 5.2 Final Payment

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

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

§ 5.2.2 The Owner's final payment to the Contractor shall be made as set forth in the General Conditions.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest as permitted under the *Illinois Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*).

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, as amended by Owner, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 Intentionally Deleted.

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

§ 8.3 The Contractor’s representative:

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

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

Init.

§ 8.5 Insurance and Bonds

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

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

§ 8.6

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

§ 8.7 Other provisions:

§ 8.7.1 PREVAILING WAGES. All laborers, workers and mechanics performing Work under the Contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor, and that Contractor and all Subcontractors shall in all other respects comply with the Prevailing Wage Act in carrying out Work under the Contract. If, during the course of Work under this Contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum. To the extent required by law, each Contractor and Subcontractor shall submit, on a monthly basis, a certified payroll to the Owner, evidencing the Contractor’s and Subcontractor’s compliance with the Prevailing Wage Act. Further all bonds required of the Contractor shall contain a provision as will guarantee the faithful performance of this prevailing wage clause.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.5 Drawings

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

.6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

.7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

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

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

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

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:06:15 CT on 02/13/2023.

PAGE 1

AGREEMENT made as of the day of in the year 2023

...

Downers Grove Grade School District 58
2300 Warrenville Rd., Suite 200NE
Downers Grove, IL 60515

...

Puffer Summer 2023 Improvements Project
2220 Haddow Ave
Downers Grove, IL 60515

...

Wight & Company
2500 N. Frontage Rd.
Darien, IL 60561

PAGE 2

[] The date of this Agreement.

PAGE 3

[] By the following date: August 4, 2023

PAGE 4

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

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall endeavor to make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, ~~payment of the amount certified shall be made by the Owner not later than (—) days after the Architect receives the Application for Payment.~~ the Application for Payment shall be tendered to the Owner in the next month's payment submittal.

...

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

...

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201–2017~~; A201–2017, as amended by Owner;

...

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201–2017~~; A201–2017, as amended by Owner; and

...

Ten Percent (10%) of the progress payment certified by the Architect.

PAGE 5

None.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: As set forth in the General Conditions

...

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. ~~The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~ release of retainage by the Owner at Substantial Completion shall be in accordance with Section 9.3.4 of AIA Document A201-2017, as amended by Owner.

...

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

...

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

...

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

...

Payments due and unpaid under the Contract shall bear interest ~~from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ as permitted under the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, as amended by Owner, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

PAGE 6

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

...

[] Litigation in a court of competent jurisdiction

...

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

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

...

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

...

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

PAGE 7

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

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

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

...

§ 8.7.1 PREVAILING WAGES. All laborers, workers and mechanics performing Work under the Contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor, and that Contractor and all Subcontractors shall in all other respects comply with the Prevailing Wage Act in carrying out Work under the Contract. If, during the course of Work under this Contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum. To the extent required by law, each Contractor and Subcontractor shall submit, on a monthly basis, a certified payroll to the Owner, evidencing the Contractor’s and Subcontractor’s compliance with the Prevailing Wage

Act. Further all bonds required of the Contractor shall contain a provision as will guarantee the faithful performance of this prevailing wage clause.

...

- .2 AIA Document A101™–2017, Exhibit A, Insurance and ~~Bonds~~ Bonds, as amended by Owner
- .3 AIA Document A201™–2017, General Conditions of the Contract for ~~Construction~~ Construction, as amended by Owner



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:06:15 CT on 02/13/2023 under Order No. 3104236857 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year 2023
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)

Puffer Summer 2023 Improvements Project
2220 Haddow Ave
Downers Grove, IL 60515

THE OWNER:
(Name, legal status and address)

Downers Grove Grade School District 58
2300 Warrenville Rd., Suite 200NE
Downers Grove, IL 60515

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER’S INSURANCE**
- A.3 CONTRACTOR’S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER’S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance required under this Article A.2.

§ A.2.2 Liability Insurance

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

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.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage provided hereunder shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained at least until Substantial Completion. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds.

§ A.2.3.1.1 Causes of Loss. Intentionally Deleted.
(Indicate below the cause of loss and any applicable sub-limit.)

| Causes of Loss | Sub-Limit |
|----------------|-----------|
|----------------|-----------|

§ A.2.3.1.2 Specific Required Coverages. Intentionally Deleted.
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

| Coverage | Sub-Limit |
|----------|-----------|
|----------|-----------|

§ A.2.3.1.3 Intentionally Deleted.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

Intentionally Deleted.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

§ A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

Init.

§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

§ A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

§ A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

§ A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, and excess or umbrella coverage, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by

Init.

Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner, its individual board members, agents, employees, representatives, and consultants, as well as the Architect and its officers, agents, employees and the Architect's Consultants ("Additional Insureds") as an additional insureds on all insurance required of the Contractor by the Contract Documents, with the sole exception of workers' compensation insurance and any professional liability insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Upon the request of Owner, the Contractor and Subcontractor shall provide the Owner with copies of any insurance policy, with all applicable conditions, definitions, exclusions, and endorsements, as well as declaration pages, as required by the Contract Documents.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause all insurance required of the Contractor by the Contract Documents, with the sole exception of workers compensation insurance and any professional liability insurance, to include the Additional Insureds as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the later of (1) the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, or (2) two (2) years after final payment. *(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000) each occurrence, Three Million Dollars (\$ 3,000,000) general aggregate, and Three Million Dollars (\$ 3,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury (with employment exclusion deleted) and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 Intentionally Deleted.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Intentionally Deleted.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- .12 Claims related to sexual abuse.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, including asbestos, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Four Million Dollars (\$ 4,000,000) per claim and in the aggregate.

§ A.3.2.11 Intentionally Deleted.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities or Contractor will otherwise use such aircraft, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this Section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall be responsible for the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- § A.3.3.2.2 Railroad Protective Liability Insurance**, Intentionally Deleted.

- § A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- § A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- § A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- § A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Excess or Umbrella Liability Insurance

Limits

\$5,000,000 per occurrence and annual aggregate, which policies shall follow the primary policies in all respects, including non-contributory obligations.

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

(Table deleted)

The Contractor, before commencing the Work, shall furnish a Performance Bond and a Payment Bond to the Owner. The Performance Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, and the Payment Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishings materials in connection with the Contract Documents, including the obligation to pay the prevailing wage. Such bonds shall be on A.I.A. Document A-312, issued by the American Institute of

Architects, or such other document as may be acceptable to Owner, shall name the Owner obligee, and shall be issued by a surety satisfactory to the Owner that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company must have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

§ A.3.4.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ A.3.4.2 The Contractor 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 A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

§ A.4.1 Except as otherwise expressly provided in the Contract Documents, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it, or its insurance carrier or any self-insured risk pool of which it is a member, may have against the Contractor or Subcontractor of any tier, or any of their employees, agents, consultants, officers and directors.

§ A.4.2 Notwithstanding any other provision in any Contract Document, the Owner, at its own option, may satisfy its obligation to purchase any insurance required of the Owner through its membership in a self-insured risk pool. The rights of the Owner as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required to be maintained by the Owner.

§ A.4.3 In addition to providing certificates of insurance as required by the Contract Documents, the Contractor shall submit a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

§ A.4.4 The Contractor shall require that every Subcontractor of any tier obtain insurance of the same character and limits as the Contractor, except that the Subcontractor may provide a minimum of \$2,000,000 in excess umbrella coverage, rather than the higher amount required of Contractor. All Subcontractor coverage shall name the same additional insureds as the insurance required of the Contractor. Before the commencement of any Work by any Subcontractor of any tier, the Contractor shall obtain and furnish the Owner and the Owner's representative, if any, with certificates of insurance evidencing the required insurance and the required additional insureds. The Contractor shall also submit a certification, signed by each Subcontractor of any tier with each Request for Payment, stating that all require insurance is in force for each and every respective Subcontractor of any tier. Failure to submit such a certification signed by all Subcontractors shall be grounds to withhold payment in full or in part.

§ A.4.5 All insurance required of the Contractor and all Subcontractors shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage by primary, contributing or excess. If the additional insureds have other insurance which is applicable to the loss, it shall be deemed to be on an excess or contingent basis. It is the intent of the Parties that all applicable insurance of the Contractor be fully and completely exhausted before any Additional Insured's insurance becomes applicable to the loss.

§ A.4.6 All insurance required of the Contractor and all Subcontractors shall provide that any failure to comply with reporting provisions of the policies shall not effect coverage provided to the Owner, its officers, directors, commissioners, officials, employees, consultants, volunteers, or agents.

§ A.4.7 All insurance required of the Contractor and all Subcontractors shall provide that the insurance shall apply

separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§ A.4.8 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission. The Contractor agrees that the obligation to provide the insurance required by the Contract Documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Owner. Contractor shall also protect the Owner by specifically incorporating this Section into every Subcontract entered into and also requiring every Subcontractor to incorporate this Section into every Sub-subcontract entered into.

§ A.4.9 Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor or Subcontractors, or any of their respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Owner, Contractor or Subcontractors' interests or liabilities, but are merely minimums. The obligation of the Contractor and Subcontractors to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by the Contractor or Subcontractors' insurance.

§ A.4.10 All insurance coverage shall be provided by insurance companies having a financial strength rating no lower than "A" and a financial size category rating not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

§ A.4.11 The insurance requirements of Contractor set forth in this Exhibit are minimum contractual obligations and shall not preclude the Owner from accessing insurance limits above said stated minimums.

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:05:44 CT on 02/13/2023.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of
in the year 2023

...

Puffer Summer 2023 Improvements Project
2220 Haddow Ave
Downers Grove, IL 60515

...

Downers Grove Grade School District 58
2300 Warrenville Rd., Suite 200NE
Downers Grove, IL 60515

...

Prior to commencement of the Work, the Owner shall secure the ~~insurance, and provide evidence of the coverage,~~
~~required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or~~
~~policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions,~~
~~definitions, exclusions, and endorsements.~~insurance required under this Article A.2.

PAGE 2

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage provided hereunder shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. at least until Substantial Completion. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. ~~This insurance shall include the interests of mortgagees as loss payees.~~

§ A.2.3.1.1 Causes of Loss. ~~The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:~~Intentionally Deleted.

...

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:Intentionally Deleted.

...

§ A.2.3.1.3 ~~Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.~~
Intentionally Deleted.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the ~~Owner~~ Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

...

~~If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.~~

Intentionally Deleted.

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§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, ~~and excess or umbrella coverage,~~ shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show ~~the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.~~ the Owner, its individual board members, agents, employees, representatives, and consultants, as well as the Architect and its officers, agents, employees and the Architect's Consultants ("Additional Insureds") as an additional insureds on all insurance required of the Contractor by the Contract Documents, with the sole exception of workers' compensation insurance and any professional liability insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Upon the request of Owner, the Contractor and Subcontractor shall provide the Owner with copies of any insurance policy, with all applicable conditions, definitions, exclusions, and endorsements, as well as declaration pages, as required by the Contract Documents.

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§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause ~~the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations.~~ all insurance required of the Contractor by the Contract Documents, with the sole exception of workers compensation insurance and any professional liability insurance, to include the Additional Insureds as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's ~~general liability insurance policies~~ and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured

coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

...

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the later of (1) the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below; or (2) two (2) years after final payment.

...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000) each occurrence, Three Million Dollars (\$ 3,000,000) general aggregate, and Three Million Dollars (\$ 3,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

...

.2 personal injury (with employment exclusion deleted) and advertising injury;

...

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions-Intentionally Deleted.

...

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured-Intentionally Deleted.

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.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

.12 Claims related to sexual abuse.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and ~~docks-docks.~~

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, including asbestos, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Four Million Dollars (\$ 4,000,000) per claim and (\$—) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than — (\$ —) per claim and — (\$ —) in the aggregate. Intentionally Deleted.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, activities or Contractor will otherwise use such aircraft, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

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[] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this ~~section~~ Section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall ~~disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible.~~ Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

...

[] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than — (\$ —) per claim and — (\$ —) in the aggregate, for Work within fifty (50) feet of railroad property. Intentionally Deleted.

...

[X] § A.3.3.2.6 Other Insurance

...

Excess or Umbrella Liability Insurance

\$5,000,000 per occurrence and annual aggregate, which policies shall follow the primary policies in all respects, including non-contributory obligations.

...

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. The Contractor, before commencing the Work, shall furnish a Performance Bond and a Payment Bond to the Owner. The Performance Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, and the Payment Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishings materials in connection with the Contract Documents, including the obligation to pay the prevailing wage. Such bonds shall be on A.I.A. Document A-312, issued by the American Institute of Architects, or such other document as may be acceptable to Owner, shall name the Owner obligee, and shall be issued by a surety satisfactory to the Owner that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company must have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

§ A.3.4.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ A.3.4.2 The Contractor 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.

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§ A.4.1 Except as otherwise expressly provided in the Contract Documents, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it, or its insurance carrier or any self-insured risk pool of which it is a member, may have against the Contractor or Subcontractor of any tier, or any of their employees, agents, consultants, officers and directors.

§ A.4.2 Notwithstanding any other provision in any Contract Document, the Owner, at its own option, may satisfy its obligation to purchase any insurance required of the Owner through its membership in a self-insured risk pool. The rights of the Owner as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required to be maintained by the Owner.

§ A.4.3 In addition to providing certificates of insurance as required by the Contract Documents, the Contractor shall submit a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

§ A.4.4 The Contractor shall require that every Subcontractor of any tier obtain insurance of the same character and limits as the Contractor, except that the Subcontractor may provide a minimum of \$2,000,000 in excess umbrella coverage, rather than the higher amount required of Contractor. All Subcontractor coverage shall name the same additional insureds as the insurance required of the Contractor. Before the commencement of any Work by any Subcontractor of any tier, the Contractor shall obtain and furnish the Owner and the Owner's representative, if any, with certificates of insurance evidencing the required insurance and the required additional insureds. The Contractor shall also submit a certification, signed by each Subcontractor of any tier with each Request for Payment, stating that all require insurance is in force for each and every respective Subcontractor of any tier. Failure to submit such a certification signed by all Subcontractors shall be grounds to withhold payment in full or in part.

§ A.4.5 All insurance required of the Contractor and all Subcontractors shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage by primary, contributing or excess. If the additional insureds have other insurance which is applicable to the loss, it shall be deemed to be on an excess or contingent basis. It is the intent of the Parties that all applicable insurance of the Contractor be fully and completely exhausted before any Additional Insured's insurance becomes applicable to the loss.

§ A.4.6 All insurance required of the Contractor and all Subcontractors shall provide that any failure to comply with reporting provisions of the policies shall not effect coverage provided to the Owner, its officers, directors, commissioners, officials, employees, consultants, volunteers, or agents.

§ A.4.7 All insurance required of the Contractor and all Subcontractors shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§ A.4.8 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission. The Contractor agrees that the obligation to provide the insurance required by the Contract Documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Owner. Contractor shall also protect the Owner by specifically incorporating this Section into every Subcontract entered into and also requiring every Subcontractor to incorporate this Section into

every Sub-subcontract entered into.

§ A.4.9 Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor or Subcontractors, or any of their respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Owner, Contractor or Subcontractors' interests or liabilities, but are merely minimums. The obligation of the Contractor and Subcontractors to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by the Contractor or Subcontractors' insurance.

§ A.4.10 All insurance coverage shall be provided by insurance companies having a financial strength rating no lower than "A" and a financial size category rating not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

§ A.4.11 The insurance requirements of Contractor set forth in this Exhibit are minimum contractual obligations and shall not preclude the Owner from accessing insurance limits above said stated minimums.

SECTION 007200 – GENERAL CONDITIONS

PART 1 - GENERAL

1.1 THE PROJECT

- A. Title: Puffer Summer 2023 Improvements Project
A/E Project No. 230003
- B. Owner: Downers Grove Grade School District 58
2300 Warrenville Rd
Suite 200 NE
Downers Grove, IL 60515
- C. Architect: Wight & Company
2500 North Frontage Road
Darien, Illinois 60561

1.2 GENERAL SCOPE OF WORK

- A. The Work that is to be performed under the Contract for this Project consists of furnishing all the materials, equipment, supplies, labor and transportation which is required to complete the Work described by the Contract Documents titled as above. All in strict accordance with the Contract Documents and whatever other documents are issued by the Architect in amplification or clarification during the prosecution of the work.

1.3 GENERAL CONDITIONS

- A. This Project will be governed by the American Institute of Architects General Conditions, AIA Document Number A201, 2017 edition as amended and bound in this Project Manual. The "General Conditions" referred to throughout these Bidding Documents shall mean the above two documents taken together.
- B. Amended AIA Document A201 and Exhibit A as modified follows immediately after this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 007200



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Puffer Summer 2023 Improvements Project
2220 Haddow Ave
Downers Grove, IL 60515

THE OWNER:

(Name, legal status and address)

Downers Grove Grade School District 58
2300 Warrenville Rd., Suite 200NE
Downers Grove, IL 60515

THE ARCHITECT:

(Name, legal status and address)

Wight & Company
2500 N. Frontage Rd.
Darien, IL 60561

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ADDITIONS AND DELETIONS:

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

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

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents consist of the Agreement between the Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, and portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2.

§ 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. Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes and ordinances, the more stringent, or higher quality or greater quantity requirements shall apply. Large scale drawings take precedence over smaller scaled drawings, figured dimensions over scaled dimensions and noted materials over graphic representations.

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

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

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

§ 1.2.4 In the event discrepancies appear among the Contract Documents, the Contractor shall request in writing an interpretation from the Architect before proceeding with the Work. If the Contractor fails to make such request, the Contractor shall be responsible for correcting any Work performed that is inconsistent with the Contract Documents or the intent of the Contract Documents, as reasonably determined by the Owner.

§ 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. The omission of phrases such as "The Contractor shall" or "conforming to the requirements of" is intentional and shall be considered part of such sentences. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings. Words in singular shall include a plural whenever applicable, or the context so indicates.

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

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

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

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, overnight delivery with a nationally recognized provider with proof of delivery or by courier providing proof of delivery. Notice provided under this Section 1.6.2 should be deemed to have been provided upon personal delivery deposit with the U.S. Post Office or deposit with the aforementioned overnight delivery service or courier.

§ 1.7 Digital Data Use and Transmission

The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. If so agreed to by the parties, they will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or another mutually agreeable document, to establish the protocols for the development, use, transmission, and exchange of digital data.

(Paragraphs deleted)

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. Subject to legal limitations, the Owner shall designate a representative who shall have express authority to bind the Owner with respect to routine 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 Intentionally Deleted.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Intentionally Deleted.

§ 2.2.2 Intentionally Deleted.

§ 2.2.3 Intentionally Deleted.

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

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 If requested by the Architect and necessary to complete the Work, 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. The Contractor, however, shall not be entitled to rely on the accuracy of the information furnished by the Owner if the Contractor has information or knowledge to the contrary, or should have known that the information is inaccurate or unreliable.

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

§ 2.3.6 Intentionally Deleted.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has examined all conditions affecting the Work and is fully familiar with all the conditions thereon and affecting the same. As a result of such examination, Contractor hereby waives its rights under the *Public Construction Contract Act*, 30 ILCS 557/10, to an increase in the Contract Sum or time for subsequently discovered subsurface, latent or unknown conditions on the site. Contractor hereby acknowledges that it has made its bid in an amount sufficient to compensate it for its knowing waiver of such rights. Any adjustment to Contract Sum or time as a result of subsequent-discovered conditions shall be made in accordance with, and only to the extent otherwise required by the Contract Documents.

§ 3.2.2 The Contractor specifically acknowledges and declares that the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work therein and that the Drawings, the Specifications, and all Addenda, are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations, and otherwise to fulfill all its obligations hereunder. The Contractor further acknowledges that having carefully examined all Drawings, Specifications, and documents that there are no discrepancies or omissions in the Contract Documents.

§ 3.2.3 Intentionally Deleted.

§ 3.2.4 Intentionally Deleted.

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

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

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

§ 3.3.4 The Contractor shall coordinate all portions of the Work with other separate Owner employed contractors, if any.

§ 3.3.5 The Contractor shall assign a competent, technically trained office project manager to this Project who shall handle all office functions including checking, approving, and coordinating shop drawings and approving purchasing and disbursement, pay-out requests and correspondence.

§ 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. Unless specifically permitted or required elsewhere in the Contract Documents, all Work shall be performed during regular working hours and the Contractor shall not permit Work to be performed on Saturday, Sunday or legal holidays without the Owner's written consent. The Owner shall not be liable for any overtime without its prior written consent approving such Work.

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for any damages to property or injuries to persons caused by the failure of the Contractor's employees to comply with any laws, rules or regulations, including the rules, regulations and policies of the Owner.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract Documents 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 faults and 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 shall be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty will not be affected by the specification of any product or procedure, unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Inability or

refusal of the Subcontractor or supplier responsible for the defective work to correct such work shall not excuse the Contractor from performing under the warranty.

§ 3.5.2 The Contractor shall furnish maintenance and 24 hour call-back service for the equipment provided by it for a period of 3 months after the date of final completion. This service shall include regular examination of the installation by competent and trained employees of the Contractor, and shall include all necessary adjustments, greasing, oiling, cleaning, supplies and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents or negligence not caused by the Contractor or any of its Subcontractors.

(Paragraph deleted)

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

§ 3.6 Taxes

The Project, as a public work, is exempt from sales, consumer, use and similar taxes. To the extent any sales, use or similar taxes are imposed, the Contractor shall pay such taxes. Contractor and all Subcontractors shall collect and remit Illinois Use Tax on all sales of tangible personal property in accordance with the Illinois *School Code* (105 ILCS 5/10-20.21) and the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*). The payment of this tax shall take place regardless of whether the Contractor or Subcontractor is a retailer maintaining a place of business within this State. The costs of such tax shall be borne solely by the Contractor or Subcontractor and Contractor shall not be reimbursed or paid for any taxes unnecessarily paid by the Contractor when not required due to Owner's tax exempt status.

§ 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 all building permits as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

§ 3.7.3 If the Contractor performs Work 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

Intentionally Deleted.

§ 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 or other 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 and shall supervise the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications shall be confirmed on written request. Failure of the Contractor to supervise the job properly as determined by the Architect and/or the Owner shall be deemed a default under the Contract Documents.

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

§ 3.9.3 The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's critical path construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Owner's or Architect's silence to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet those limits, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Architect's or Owner's silence to a Contractor's schedule showing performance in advance of such time limits shall not create or imply any rights in favor of the Contractor for performance in advance of such time limits.

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

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

§ 3.10.4 The Contractor shall prepare at least monthly a schedule summary report in a form and of sufficient detail and character as approved by the Owner. The report, at a minimum, shall specify whether the Project is on schedule, and if not, the reasons therefore, and all options to get the Project back on schedule, as well as a listing and status of all Change Order requests, bulletins, modifications, etc. The Contractor shall also prepare a report not later than thirty (30) calendar days after the Contract is awarded, which shall include a complete list of suppliers, items to be purchased from the suppliers or fabricators, time required for fabrication and the scheduled delivery dates for each item. As soon as available, copies of purchase orders shall be furnished to the Owner. The Contractor shall hold weekly progress meetings at the Job Site, or at such other time and frequency as are acceptable to the Owner. Progress of the Work shall

be reported in detail with reference to construction schedules. Each interested Subcontractor shall have present a competent representative to report the condition of its Work and to receive information.

§ 3.11 Documents and Samples at the Site

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

§ 3.11.2 All concealed Work, particularly concealed piping and conduit, and deviations from conditions shown on the Contract Drawings, shall be shown with dimensions on the as-built drawings. The Contractor shall develop layout drawings for all concealed work that is schematically indicated on Contract Drawings.

§ 3.11.3 The Contractor and its Subcontractors shall maintain an accurate record of deviations and changes from the Contract Documents which occur in the Work; shall indicate all such deviations and changes on the Contract Documents and shall turn over to the Architect upon completion of the Work all such documents and information, such as final shop drawings and sketches, marked prints and similar data indicating the as-built conditions. Plumbing, HVAC and Electrical Contractors shall record all changes and deviations in their Work from what appears on the Contract Documents. The cost of recording and documenting the changes or deviations shall be included in the contract price for the respective work. The as-built documents and files shall be delivered by the Contractor to the Architect prior to the final acceptance of the Project and issuance of final payment.

§ 3.11.4 The Contractor shall cause each mechanical and electrical contractor to provide the Contractor with the three (3) copies of all operating manuals at the time of delivery of each major piece of equipment.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents, unless it knows or has reason to know that such criteria is inaccurate or incomplete. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. If certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the conditions under which the materials, systems, or equipment will be expected to operate at the Project site. The certification shall be based on performance under the operating conditions at the Project site. The Owner and Architect shall be entitled to rely upon the adequacy, accuracy and completeness of such services, certifications and approvals.

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

§ 3.12.11 After the award of the Contract, a request by the Contractor for a substitution of materials or equipment in place of those specified in the Contract Documents will be considered only under one or more of the following conditions:

- (a) Required for compliance with interpretation of code requirements or insurance regulations then existing;
- (b) Unavailability of specified products, through no fault of the Contractor;
- (c) Subsequent information discloses inability of specified products to perform properly as required;
- (d) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; or
- (e) 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 consideration.

Substitution requests shall be written, timely and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitutions, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Architect.

§ 3.13 Use of Site

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

§ 3.13.2 Contractor acknowledges that students may be present in the building during construction and that Contractor, subcontractors and their employees and agents, shall not enter portions of the building where students are present without Owner authorization.

§ 3.14 Cutting and Patching

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

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

§ 3.14.3 Only trades persons skilled and experienced in cutting and patching shall perform such work.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor for all costs and expenses associated therewith.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor waives any right of contribution against and shall indemnify and hold harmless the Owner, the Owner's Representative (if any), the Architect, and each of their board members, agents, consultants and employees from and against all liabilities, claims, damages, losses, causes of action, suits, judgments and expenses (including but not limited to personal injury, property damage (real and personal) and loss of use of property), including but not limited to attorneys' fees and the costs of litigation (including, but not

limited to, filing fees, expert witness fees and court reporter fees), arising out of, relating to, resulting from or in connection with (1) any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed any of by them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or (2) any breach of the Contract Documents. Such obligations shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity or contribution that would otherwise exist as to any party or person described in the Contract Documents.

§ 3.18.2 In any and all claims by an employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations in the Contract Documents shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts. Contractor and every Subcontractor agree to assume the entire liability for all personal injury claims suffered by their own employees allegedly injured on the Project and waive any limitation of liability defense based on workers' compensation acts, or interpretations thereof, against claims by Owner for indemnification or contribution, and further agree to indemnify and defend the Indemnitees from and against all such claims, damages, losses and expenses, including reasonable attorneys' fees, that the Indemnitee's may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for Contractor's and Subcontractors' own negligence. Contractor shall ensure that this provision is inserted in every contract between Contractor and Subcontractors. If such provision is not contained within a Subcontractor contract, or if a Subcontractor's insurance does not cover or is insufficient to pay such claims, Contractor shall assume all Subcontractor liability for such indemnification of or contribution to Owner.

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

§ 3.18.4 Contractor's indemnity obligations shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Indemnitees under federal or state law or the law of other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or Contractor's employees' method of execution of the Work.

§ 3.18.5 To the extent prohibited by the *Construction Contract Indemnification for Negligence Act*, 740 ILCS 35/1, the indemnification obligations of Contractor under the Contract Documents shall not extend to the liability of Owner, or the Architect, or their agents, consultants or employees, arising out of their own negligence.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

§ 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 and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. Notwithstanding anything in the Contract Documents to the contrary, the Owner may communicate directly with any party directly or indirectly involved in the Project, including, but not limited to, subcontractors, suppliers, sureties and lenders.

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

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

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

precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4.

§ 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.

§ 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.

§ 4.2.13 Intentionally Deleted.

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

§ 5.2.2 All Subcontracts shall be in writing, and shall be assignable by the Contractor to the Owner. 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 capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued

before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected without written approval of the Owner.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect.

§ 5.3.1 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.

§ 5.3.2 The Contractor shall be responsible for any and all Subcontractors working under it and shall carry insurance for all Subcontractors or ensure that they are carrying it themselves so as to relieve the Owner and Architect for any liability.

§ 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.

§ 5.4.2 Intentionally Deleted.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors.

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

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

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§ 6.1.4 Intentionally Deleted.

§ 6.2 Mutual Responsibility

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

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

§ 6.2.3 The Contractor shall indemnify and hold harmless the Owner and Architect against all claims caused by delays, improperly timed activities or defective construction the fault of the Contractor subject to any liquidated damages provisions between Owner and Contractor that may be set forth in the Contract Documents. Should the Contractor cause damage to the Work or property of any Separate Contractor on the Project or other Work on the site, the Contractor shall, upon due notice from the damaged party, settle with other Contractors by agreement. If any party sues the Owner and/or Architect on account of any injury caused by the Contractor, including, but not limited to, damage to property or person or monetary damages due to defects or errors in the Work or timing or coordination of the Work, then the Owner and/or Architect shall notify the responsible Contractor who shall defend such proceedings, and, if any judgment or award against the Owner and/or Architect arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner and/or Architect for all attorneys' fees and court costs incurred.

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

§ 6.2.5 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 all costs and expenses associated with such clean-up.

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 or the Owner.

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

§ 7.2 Change Orders

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

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- .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 As required by *The Criminal Code of 2012*, Section 33E *Public Contracts* (720 ILCS 5/33E-9), any changes which authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000 or more of the time of completion of the Work by 30 days or more may only be made upon the written authorization of the Owner and only upon the written determination of the Owner that:

- .1 the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or
- .2 the change is germane to the original contract as signed; or
- .3 the change order is in the best interest of the School District and is authorized by law.

§ 7.3 Construction Change Directives

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

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

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

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

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

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

Overtime when specifically authorized by the Owner shall be paid for by the Owner on the basis of a premium payment only, plus the cost of insurance and taxes based on the premium payment. Overhead and profit will not be paid by the Owner for overtime. Contractor shall submit a detailed, itemized breakdown of quantities and unit costs, including overhead and profit as separate items with response to request for price.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, Owner's employees, any separate contractor employed by the Owner by changes ordered in the Work (which changes do not result, in whole or in part, from neglect of the Contractor, its agents or employees or subcontractors), regional labor disputes as they affect the Work that cannot be resolved by the Contractor agreeing to the wages, hours and working conditions as they have been established as the pattern settlement with respect to the said dispute, fire which does not result from any willful or negligent act of the Contractor, any subcontractors or any of their respective agents or employees, an unusual delay in transportation that could not have been prevented by the Contractor's planning or adequate investigation of conditions, unusually severe weather conditions not reasonably anticipated, or delay authorized by the Owner, the date of Substantial Completion shall be extended by Change Order for such reasonable time as the Architect shall determine. It is further understood that only delays caused by the conditions listed above which the Contractor could not reasonably anticipate, are beyond the Contractor's control and which delays could not have been mitigated by the Contractor will be sufficient to extend the Substantial Completion date. The Contractor has an affirmative duty to inquire and make reasonable investigation where circumstances would alert the reasonable Contractor to a potential delay for whatever reason. The criteria on which the term "unusually severe weather" shall be based is the normal average amount of precipitation received in the project area, as recorded over a period of the last five (5) years at the local area United States Weather Station. Any extension of time due to unusually severe weather must be requested by the Contractor on the basis of documented records of the actual precipitation for a minimum periods of three (3) months time, compared with the normal average for the area. Also, the criteria shall include the number of excessive precipitation days over the same period and whether or not the Contractor's force worked on said days or any stage of construction was affected.

§ 8.3.1.1 Where a delay occurs which is beyond the Contractor's control, the Contractor has an affirmative duty to mitigate the effect of that delay on the progress of the Work. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate.

§ 8.3.1.2 The Contractor shall not be entitled to recover from the Owner, and hereby waives all rights which it or its Subcontractors or any other person may otherwise have to recover, any costs, expenses and damages of any nature which it or its Subcontractors or any other person, may suffer by reason of delay in the performance of the Work or any portion thereof for any reason, the extension of Contract Time granted herein being the Contractor's sole and exclusive remedy.

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

§ 8.3.3 Intentionally Deleted.

§ 8.3.4 The date of final completion of the Work is the date of the Owner's written acceptance of the Architect's final Certificate for Payment or the Owner's issuance of final payment, whichever occurs first.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

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

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

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

§ 9.3.1.3 The Contractor's Application for Payment shall be made monthly.

§ 9.3.1.4 The Contractor must submit all payment requests to the Architect for all Work completed during the previous time period. Requests submitted late will not be processed until the following month.

§ 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. The Contractor must submit evidence satisfactory to the Owner to substantiate the amounts requested on the Application for Payment for materials or equipment stored on or off site. The Owner shall have no responsibility or liability to the Contractor for the safekeeping of materials and equipment stored at the site or off the site.

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

§ 9.3.4 Each partial payment request shall be made monthly and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work less the aggregate of previous payments in each case. This percentage of retainage shall be maintained until the date of Substantial Completion at which time the Owner may reduce the percentage retainage until the date of final completion. The Owner reserves the right to reduce retainage prior to Substantial Completion.

§ 9.3.5 If the Owner reduces retainage, either before or after the date of Substantial Completion, the Owner may, upon giving ten (10) days notice in writing to the Contractor, reinstate the full contract retainage and restore the retention to the basis established in Section 9.3.4 if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, or if any surety of Contractor withholds its consent.

§ 9.3.6 "A Sworn Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment and compliance with the Illinois *Mechanic's Lien Law*. Each payment request shall include executed waivers of lien in conformity with information set forth on a properly

completed Contractor's Affidavit. In the event that the Owner is satisfied with Contractor's payment procedures, the Owner may accept partial waivers of lien of Subcontractors and suppliers who were included in the immediate preceding payment. The Contractor shall submit waivers on a current basis, but the Owner may allow Subcontractors and suppliers to be not more than one payment late with their partial waivers.

§ 9.4 Certificates for Payment

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

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

§ 9.4.3 Notwithstanding any other provision in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or progress payment of any amount.

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. Contractor, upon demand of the Owner and at Contractor's sole cost and expense, shall promptly obtain a payment bond, irrevocable letter of audit or similar product, in the amount of the lien or in such other amount required by the Owner, to promptly release such lien. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, 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 shutdown, delay and start-up, plus interest as provided for in the

Contract Documents. Notwithstanding the foregoing, where there exists a bona fide dispute between Owner and Contractor, Contractor must continue to work if the money in dispute is held in escrow by Owner until the dispute is resolved.

§ 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 ("Punch-List"). Failure to include an item on the Punch-List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner may make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. With respect to Work enumerated on the Punch List, the guarantee or warranty period shall start at the time of subsequent acceptance of this Work in writing by Owner.

§ 9.8.6 The Contractor shall complete all items on the Punch-List, in accordance with the Contract Documents, prior to the Architect's final inspection. The Contractor shall be responsible for all costs incurred by the Owner resulting from multiple inspections by the Architect or any other consultant of the Owner, to ascertain Substantial Completion or final completion. Said costs may be withheld by the Owner from any funds due the Contractor. If the funds due the Contractor are insufficient to cover the costs incurred by the Owner, the Contractor shall promptly pay the Owner for such costs upon demand. The Contractor shall be responsible for all costs incurred by the Owner, including attorneys' fees, in exercising its' rights under this Section.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

§ 9.10.4

(Paragraphs deleted)
Intentionally Deleted.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.7.1 The Contractor, prior to commencing the Work, shall submit to the Architect, in writing, a statement certifying that it is familiar with the Manual of Accident Prevention in Construction by the Associated General Contractors of America, current edition, and further that the Contractor will maintain at the Project a copy of said publication and will strictly enforce the applicable requirements of same. Contractor will also state the name of the Contractor's Safety Engineer who will also be responsible for enforcing all Safety Requirements.

§ 10.2.7.2 The Contractor and any Subcontractors shall at all times maintain safe ingress and egress to all areas of the site where Work is being performed.

§ 10.2.7.3 The Contractor must ensure that all existing buildings are maintained in "weather tight" conditions and protect all existing buildings from water infiltration due to improper drainage throughout the construction phase. In addition, the Contractor must repair any damage caused by a failure to keep the existing buildings in a weather tight condition as required in this section.

§ 10.2.7.4 The Contractor must ensure that it does not interfere with the operation of or power to any sump pump or ejector pumps at the site. Contractor must repair any damage caused by its interference with the operation of the sump pump or ejector pump.

§ 10.2.8 Injury or Damage to Person or Property

The Contractor shall notify Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence that might give rise to such a claim, promptly upon obtaining the first knowledge of same. The notice shall be in writing and shall provide sufficient detail for the Owner to investigate the incident or claim.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable actual additional costs of shutdown, delay, and start-up.

§ 10.3.3 Intentionally Deleted.

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

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site, 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 Intentionally Deleted.

§ 10.4 Emergencies

§ 10.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's reasonable 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.

§ 10.4.2 In an emergency affecting the safety of persons or property of any of the Owner's facilities or Owner's occupied portions of the Work, the Owner may take such actions as are necessary, without prior notices to the Contractor, to protect and preserve the Owner's interests. If the emergency is attributable, in whole or in part, to any action or inaction of the Contractor, or any of its subcontractors, the Contractor shall be liable for all costs and expenses, including professional fees, incurred by the Owner in remediating such emergency and such costs and expenses may be, at the owner's option, deducted from the Contractor's Contract Sum.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. To the fullest extent permitted by law, the Contractor shall cause all insurance required of the Contractor by the Contract Documents, with the sole exception of workers compensation insurance and any professional liability insurance, to include the Owner, its individual board members, agents, employees, representatives, and consultants, as well as the Architect and its officers, agents, employees and the Architect's Consultants, as additional insureds.

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

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within ten (10) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor and all costs and expenses of any kind incurred by the Owner as a result of such stop in the work shall be the responsibility of the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner is obligated to purchase property insurance pursuant to Section A.2.3 of the AIA Document A101-2017 Exhibit A, as amended by Owner or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner (as applicable), and does not intend to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work, 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.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Intentionally Deleted.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by the builder's risk policy obtained for the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. The waiver of subrogation in this Section 11.3.1 shall only apply to the builder's risk policy obtained pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any, and shall not apply to any other insurance of the Owner whatsoever. Moreover, the waiver of subrogation contained in this Section 11.3.1 shall not be a waiver of any indemnification rights of any Indemnitee nor shall it in any way whatsoever affect any rights of indemnification of any Indemnitee.

§ 11.3.2 Intentionally Deleted.

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property covered by any builder's risk policy obtained by the Owner pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A builder's risk policy loss insured under the property insurance required to be obtained by the Owner pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any, shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 5 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the

Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so.

§ 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 In the case of any Work performed in correcting defects pursuant to the guarantees provided or referred to by this Article 12, the guarantee period specified or referenced to by Article 12 shall begin anew from the date of completion of such Work.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 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 herein or elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. Notwithstanding any other term or provision in this Article 13 to the contrary, in the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects and shall bear all costs, fees and expenses associated with such testing and, if necessary, all of the costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied.

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest as permitted under the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .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.
- .4 Intentionally Deleted.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. The Contractor shall only be compensated for work completed in accordance with the Contract Documents, less any costs, fees or expenses incurred by the Owner as a result of Owner's termination for cause.

§ 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 Time shall be adjusted for increases in the time caused by suspension under Section 14.3.1. No adjustment shall be made to the extent

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

§ 14.4 Termination by the Owner for Convenience

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

Init.

- § 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
- .1 cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
 - .4 place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
 - .5 terminate all Subcontracts and orders to the extent they relate to the work terminated unless Owner opts to take assignment under Section 5.4;
 - .6 proceed to complete the performance of Work not terminated; and
 - .7 take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. Allowance shall be made for payments previously made to the Contractor for the terminated portion of the Work, and claims that the Owner has against the Contractor under the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, within the period specified by applicable law.

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

(Paragraphs deleted)

Intentionally Deleted.

§ 15.2 Initial Decision

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

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, (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, or (6) issue a notice to the parties that the Initial Decision Maker is extending the time for rendering an initial decision by ten days.

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

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

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

§ 15.2.6 Intentionally Deleted.

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§ 15.2.6.1 Intentionally Deleted.

§ 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 Intentionally Deleted.

§ 15.3.2 Intentionally Deleted.

§ 15.3.3 Intentionally Deleted.

§ 15.3.4 Intentionally Deleted.

§ 15.4 Arbitration

§ 15.4.1 Intentionally Deleted.

§ 15.4.1.1 Intentionally Deleted.

§ 15.4.2 Intentionally Deleted.

§ 15.4.3 Intentionally Deleted.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Intentionally Deleted.

§ 15.4.4.2 Intentionally Deleted.

§ 15.4.4.3 Intentionally Deleted.

ARTICLE 16 NON DISCRIMINATION

§ 16.1 **NON-DISCRIMINATION** The Contractor agrees to fully comply with the requirements of the Illinois *Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including, but not limited to, the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C Section 1201 *et seq.*, and rules and regulations promulgated thereunder.

The following provisions are included herein pursuant to the requirement of the regulations of the Illinois Department of Human Rights Title 44, Part 750, of the Illinois Administrative Code and contractor shall be required to comply with these provisions only if and to the extent that they are applicable under the law.

As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois *Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois *Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois *Human Rights Act* and the Department's Rules.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois *Human Rights Act* and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ARTICLE 17 OTHER STATUTORY REQUIREMENTS

§ 17.1 PREVAILING WAGES. All laborers, workers and mechanics performing Work under the Contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor, and that Contractor and all Subcontractors shall in all other respects comply with the *Prevailing Wage Act* in carrying out Work under the Contract. If, during the course of Work under this Contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum. To the extent required by law, each Contractor and Subcontractor shall submit, on a monthly basis, a certified payroll to the Owner, evidencing the Contractor's and Subcontractor's compliance with the *Prevailing Wage Act*. Further all bonds required of the Contractor shall contain a provision as will guarantee the faithful performance of this prevailing wage clause.

§ 17.2 The *Public Works Preference Act* (30 ILCS 560/0.01 *et seq.*), the *Employment of Illinois Workers on Public Works Act* (30 ILCS 570/0.01 *et seq.*), and the *Steel Products Procurement Act*, 30 ILCS 565/1 *et seq.*, shall prevail on this project to the extent such Acts are applicable and enforceable.

§ 17.3 Bidding Eligibility Certification. By submitting a bid, the Contractor certifies that the Contractor is not barred from bidding on the Contract under the bidding procedures set forth in Section 10-20.21 of the *School Code* (105 ILCS 5/10-20.21) as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the *Criminal Code of 1961*, (720 ILCS 5/33E) or by any other law or regulation. The Contractor acknowledges that the Owner may declare the contract bid void if it determines the foregoing certification to be false.

§ 17.4 Criminal Background Checks and Contractor Certification. The Contractor represents and warrants that none of its employees or those of any of its Subcontractors performing Work at the site are prohibited by law from being present on school and/or public property. The Owner reserves the right to direct the Contractor, at any time during the Project, to immediately obtain criminal background investigations of any of Contractor's or Subcontractor's employees who are or will be performing work in or around a building when students are or will be present to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS 5/10-21.9. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no cost to Owner, by change order or otherwise. The Owner will notify the Contractor if the Owner determines that any individual is not eligible to be present on the Owner's property in connection with the Project. Due to restrictions on disclosure of background check information, the Owner may not specify to Contractor the reasons for a determination of ineligibility. Furthermore, to the extent required by 105 ILCS 5/24-5 or any other law, rule or regulation, Contractor shall provide to the Owner, at Contractor's expense, evidence of Contractor's employees' physical fitness to perform their duties and freedom from communicable disease.

§ 17.5 Presence of Child Sex Offenders and Disruptive Persons On School Property. Contractor acknowledges that, pursuant to the Illinois *Criminal Code* (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. Contractor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify Contractor if they have been convicted of a sex offense restricting their presence on school property. Contractor will then provide appropriate and immediate notification to Owner. Owner reserves the right to request the removal from the Project of any person, including, but not limited to, employees of Contractor and Subcontractors, who engage in conduct in violation of the law or Board of Education Policy or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor or Subcontractor.

§ 17.6 Gambling, Alcohol and Tobacco Use Prohibited. In accordance with State and Federal law and Board of Education policy, the use of alcohol and any tobacco and engaging in gambling activity products on school property are prohibited.

§ 17.7 Drug Free Workplace Certification. By submitting a bid, Contractor certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 et seq.) by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

ARTICLE 18 ADDITIONAL PROVISIONS

§ 18.1 Exercise of Due Care. Contractor acknowledges that students may be present in the building and in the area during construction. Contractor will exercise due care and appropriate conduct, and will direct and ensure that all trade and Subcontractors exercise due care and appropriate conduct, in carrying on activities on the Project in order to prevent injury to students.

§ 18.2 Determinations in Award of Bid. Contractor agrees that the determination of the lowest responsible bidder, issues of contractor compliance with bid specifications and other Contract Document requirements, as well as material variances from and waiver of such requirements, in the award of bids on this Project shall be in the sole and absolute discretion of the Owner. Further, Contractor agrees that, should it choose to challenge such a determination by Owner, Contractor shall bear all Owner costs and attorneys fees relating to defense of such challenge.

§ 18.3 THIRD PARTY BENEFICIARY. THESE GENERAL CONDITIONS SHALL ONLY BIND THOSE PARTIES THAT ARE IN DIRECT PRIVACY WITH EACH OTHER AND HAVE MADE THESE GENERAL CONDITIONS A PART OF THEIR CONTRACT. NO PARTY MAY RELY UPON THE TERMS AND CONDITIONS HEREIN OR MAY AVAIL ITSELF OF ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN UNLESS THE AFOREMENTIONED IS TRUE. ALL TERMS AND CONDITIONS IN THESE GENERAL CONDITIONS ARE FOR THE SOLE BENEFIT OF THE PARTIES HERETO; NONE OF THE TERMS AND CONDITIONS CONTAINED HEREIN ARE INTENDED TO BENEFIT ANY THIRD PARTY, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THE PAYMENT AND COMPLETION PROVISIONS IN ARTICLE 9. WITHOUT LIMITING THE FOREGOING, PROVISIONS IN THESE GENERAL CONDITIONS THAT REFERENCE SUBCONTRACTORS, SUPPLIERS OR OTHER THIRD-PARTIES ARE NOT FOR THEIR BENEFIT WHATSOEVER AND MAY NOT BE RELIED UPON BY SUCH PARTIES.

§ 18.4 The Owner is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Contractor to the Owner may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Owner withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a Freedom of Information Act request, the Contractor must notify the Owner of such request at the time such information is submitted to the Owner, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Owner will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Owner reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Owner, the Contractor agrees to cooperate with the Owner, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Owner that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Owner.

§ 18.5 Federal and State Grant Terms. The following terms are hereby incorporated into the Agreement between the parties, if and to the extent applicable:

1. Debarment Certification. Contractor represents and warrants that it is not listed in the federal System for Award Management (SAM) in accordance with OMB guidelines as being debarred, suspended, or otherwise excluded by agencies or declared ineligible for any contract awards.
2. EEO Statement. Except as otherwise provided under 41 CFR Part 60, the Agreement shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance

with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In addition, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor shall be deemed incorporated into the contract and solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The District must report all suspected or reported violations to the federal awarding agency. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Owner must report all suspected or reported violations to the federal awarding agency.

3. **Lobbying Certification.** If the Contract Sum exceeds \$100,000, Contractor certifies and will require all subcontractors and their subcontractors to certify in writing that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and all subcontractors and their subcontractors shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award, represents and warrants that it is not listed in the federal System for Award Management (SAM) in accordance with OMB guidelines as being debarred, suspended, or otherwise excluded by agencies or declared ineligible for any contract awards.
4. **Overtime.** If the Contract Sum exceeds \$100,000, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
5. **Funding Agreements.** If the Agreement constitutes a "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act.** If the Contract Sum exceeds \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Additions and Deletions Report for AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Puffer Summer 2023 Improvements Project
2220 Haddow Ave
Downers Grove, IL 60515

...

Downers Grove Grade School District 58
2300 Warrenville Rd., Suite 200NE
Downers Grove, IL 60515

...

Wight & Company
2500 N. Frontage Rd.
Darien, IL 60561

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The Contract Documents ~~are enumerated in~~ consist of the Agreement between the Owner and Contractor (hereinafter the ~~Agreement~~) and consist of the Agreement, ~~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~~ The Contract Documents also include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or and portions of Addenda relating to bidding or proposal requirements.

...

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

...

§ 1.2.1 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.~~ all. Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and the

applicable standards, codes and ordinances, the more stringent, or higher quality or greater quantity requirements shall apply. Large scale drawings take precedence over smaller scaled drawings, figured dimensions over scaled dimensions and noted materials over graphic representations.

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§ 1.2.4 In the event discrepancies appear among the Contract Documents, the Contractor shall request in writing an interpretation from the Architect before proceeding with the Work. If the Contractor fails to make such request, the Contractor shall be responsible for correcting any Work performed that is inconsistent with the Contract Documents or the intent of the Contract Documents, as reasonably determined by the Owner.

...

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. The omission of phrases such as "The Contractor shall" or "conforming to the requirements of" is intentional and shall be considered part of such sentences. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings. Words in singular shall include a plural whenever applicable, or the context so indicates.

...

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, overnight delivery with a nationally recognized provider with proof of delivery or by courier providing proof of delivery. Notice provided under this Section 1.6.2 should be deemed to have been provided upon personal delivery deposit with the U.S. Post Office or deposit with the aforementioned overnight delivery service or courier.

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The parties shall may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties If so agreed to by the parties, they will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, Exhibit or another mutually agreeable document, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 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 Subject to legal limitations, the Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all routine 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.~~Intentionally Deleted.

...

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

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

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

...

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

~~§ 2.3.4 The If requested by the Architect and necessary to complete the Work, 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. The Contractor, however, shall not be entitled to rely on the accuracy of the information furnished by the Owner if the Contractor has information or knowledge to the contrary, or should have known that the information is inaccurate or unreliable.~~

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

...

~~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.~~entity.

...

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

...

§ 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~~ examined all conditions affecting the Work and is fully familiar with all the conditions thereon and affecting the same. As a result of such examination, Contractor hereby waives its rights under the *Public Construction Contract Act*, 30 ILCS 557/10, to an increase in the Contract Sum or time for subsequently discovered subsurface, latent or unknown conditions on the site. Contractor hereby acknowledges that it has made its bid in an amount sufficient to compensate it for its knowing waiver of such rights. Any adjustment to Contract Sum or time as a result of subsequent-discovered conditions shall be made in accordance with, and only to the extent otherwise required by the Contract Documents.

§ 3.2.2 ~~Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided. The Contractor specifically acknowledges and declares that the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work therein and that the Drawings, the Specifications, and all Addenda, are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations, and otherwise to fulfill all its obligations hereunder. The Contractor further acknowledges that having carefully examined all Drawings, Specifications, and documents that there are no discrepancies or omissions 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.~~ Intentionally Deleted.

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

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

...

§ 3.3.4 The Contractor shall coordinate all portions of the Work with other separate Owner employed contractors, if any.

§ 3.3.5 The Contractor shall assign a competent, technically trained office project manager to this Project who shall handle all office functions including checking, approving, and coordinating shop drawings and approving purchasing and disbursement, pay-out requests and correspondence.

§ 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. Unless specifically permitted or required elsewhere in the Contract Documents, all Work shall be performed during regular working hours and the Contractor shall not permit Work to be performed on Saturday, Sunday or legal holidays without the Owner's written consent. The Owner shall not be liable for any overtime without its prior written consent approving such Work.

...

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for any damages to property or injuries to persons caused by the failure of the Contractor's employees to comply with any laws, rules or regulations, including the rules, regulations and policies of the Owner.

...

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract Documents 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 faults and 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. shall be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty will not be affected by the specification of any product or procedure, unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Inability or refusal of the Subcontractor or supplier responsible for the defective work to correct such work shall not excuse the Contractor from performing under the warranty.

§ 3.5.2 The Contractor shall furnish maintenance and 24 hour call-back service for the equipment provided by it for a period of 3 months after the date of final completion. This service shall include regular examination of the installation by competent and trained employees of the Contractor, and shall include all necessary adjustments, greasing, oiling,

cleaning, supplies and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents or negligence not caused by the Contractor or any of its Subcontractors.

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

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

~~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. Project, as a public work, is exempt from sales, consumer, use and similar taxes. To the extent any sales, use or similar taxes are imposed, the Contractor shall pay such taxes. Contractor and all Subcontractors shall collect and remit Illinois Use Tax on all sales of tangible personal property in accordance with the Illinois School Code (105 ILCS 5/10-20.21) and the Illinois Use Tax Act (35 ILCS 105/1 et seq.). The payment of this tax shall take place regardless of whether the Contractor or Subcontractor is a retailer maintaining a place of business within this State. The costs of such tax shall be borne solely by the Contractor or Subcontractor and Contractor shall not be reimbursed or paid for any taxes unnecessarily paid by the Contractor when not required due to Owner's tax exempt status.~~

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

...

§ 3.7.3 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.

...

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

...

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade or other discounts;

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§ 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 and shall supervise the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications shall be confirmed on written request. Failure of the Contractor to supervise the job properly as determined by the Architect and/or the Owner shall be deemed a default under the Contract Documents.

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

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

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's critical path construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Owner's or Architect's silence to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet those limits, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Architect's or Owner's silence to a Contractor's schedule showing performance in advance of such time limits shall not create or imply any rights in favor of the Contractor for performance in advance of such time limits.

...

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

§ 3.10.4 The Contractor shall prepare at least monthly a schedule summary report in a form and of sufficient detail and character as approved by the Owner. The report, at a minimum, shall specify whether the Project is on schedule, and if not, the reasons therefore, and all options to get the Project back on schedule, as well as a listing and status of all Change Order requests, bulletins, modifications, etc. The Contractor shall also prepare a report not later than thirty (30) calendar days after the Contract is awarded, which shall include a complete list of suppliers, items to be purchased from the suppliers or fabricators, time required for fabrication and the scheduled delivery dates for each item. As soon as available, copies of purchase orders shall be furnished to the Owner. The Contractor shall hold weekly progress meetings at the Job Site, or at such other time and frequency as are acceptable to the Owner. Progress of the Work shall be reported in detail with reference to construction schedules. Each interested Subcontractor shall have present a competent representative to report the condition of its Work and to receive information.

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~~The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.~~
§ 3.11.1 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 All concealed Work, particularly concealed piping and conduit, and deviations from conditions shown on the Contract Drawings, shall be shown with dimensions on the as-built drawings. The Contractor shall develop layout drawings for all concealed work that is schematically indicated on Contract Drawings.

§ 3.11.3 The Contractor and its Subcontractors shall maintain an accurate record of deviations and changes from the Contract Documents which occur in the Work; shall indicate all such deviations and changes on the Contract Documents and shall turn over to the Architect upon completion of the Work all such documents and information, such as final shop drawings and sketches, marked prints and similar data indicating the as-built conditions. Plumbing, HVAC and Electrical Contractors shall record all changes and deviations in their Work from what appears on the Contract Documents. The cost of recording and documenting the changes or deviations shall be included in the contract price for the respective work. The as-built documents and files shall be delivered by the Contractor to the Architect prior to the final acceptance of the Project and issuance of final payment.

§ 3.11.4 The Contractor shall cause each mechanical and electrical contractor to provide the Contractor with the three (3) copies of all operating manuals at the time of delivery of each major piece of equipment.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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.

...

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. Documents, unless it knows or has reason to know that such criteria is inaccurate or incomplete. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. If certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the conditions under which the materials, systems, or equipment will be expected to operate at the Project site. The certification shall be based on performance under the operating conditions at the Project site. The Owner and Architect shall be entitled to rely upon the adequacy, accuracy and completeness of such services, certifications and approvals.

...

§ 3.12.11 After the award of the Contract, a request by the Contractor for a substitution of materials or equipment in place of those specified in the Contract Documents will be considered only under one or more of the following conditions:

- (a) Required for compliance with interpretation of code requirements or insurance regulations then existing;
- (b) Unavailability of specified products, through no fault of the Contractor;
- (c) Subsequent information discloses inability of specified products to perform properly as required;
- (d) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; or
- (e) 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 consideration.

Substitution requests shall be written, timely and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitutions, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Architect.

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

§ 3.13.2 Contractor acknowledges that students may be present in the building during construction and that Contractor, subcontractors and their employees and agents, shall not enter portions of the building where students are present without Owner authorization.

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§ 3.14.3 Only trades persons skilled and experienced in cutting and patching shall perform such work.

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the ~~Contractor~~-Contractor for all costs and expenses associated therewith.

...

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

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor waives any right of contribution against and 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, the Owner's Representative (if any), the Architect, and each of their board members, agents, consultants and employees from and against all liabilities, claims, damages, losses, causes of action, suits, judgments and expenses (including but not limited to personal injury, property damage (real and personal) and loss of use of property), 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 fees and the costs of litigation (including, but not limited to, filing fees, expert witness fees and court reporter fees), arising out of, relating to, resulting from or in connection with (1) any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed any of by them, or anyone for whose acts they any of them may be liable, regardless of whether or not such claim, damage,

~~loss, or expense it is caused in part by a party indemnified hereunder. Such obligation hereunder, or (2) any breach of the Contract Documents. Such obligations shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity or contribution that would otherwise exist as to a any party or person described in this Section 3.18. the Contract Documents.~~

§ 3.18.2 ~~In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a any and all claims by an employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of 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 any of them may be liable, the indemnification obligations in the Contract Documents shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a any Subcontractor under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts. Contractor and every Subcontractor agree to assume the entire liability for all personal injury claims suffered by their own employees allegedly injured on the Project and waive any limitation of liability defense based on workers' compensation acts, or interpretations thereof, against claims by Owner for indemnification or contribution, and further agree to indemnify and defend the Indemnitees from and against all such claims, damages, losses and expenses, including reasonable attorneys' fees, that the Indemnitee's may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for Contractor's and Subcontractors' own negligence. Contractor shall ensure that this provision is inserted in every contract between Contractor and Subcontractors. If such provision is not contained within a Subcontractor contract, or if a Subcontractor's insurance does not cover or is insufficient to pay such claims, Contractor shall assume all Subcontractor liability for such indemnification of or contribution to Owner.~~

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

§ 3.18.4 Contractor's indemnity obligations shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Indemnitees under federal or state law or the law of other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or Contractor's employees' method of execution of the Work.

§ 3.18.5 To the extent prohibited by the *Construction Contract Indemnification for Negligence Act*, 740 ILCS 35/1, the indemnification obligations of Contractor under the Contract Documents shall not extend to the liability of Owner, or the Architect, or their agents, consultants or employees, arising out of their own negligence.

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

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§ 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, Owner~~ and Architect. Consent shall not be unreasonably withheld.

...

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall ~~promptly endeavor to~~ notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. Notwithstanding anything in the Contract Documents to the contrary, the Owner may communicate directly with any party directly or indirectly involved in the Project, including, but not limited to, subcontractors, suppliers, sureties and lenders.

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

...

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

...

§ 4.2.12 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.~~ Intentionally Deleted.

...

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected ~~if the Owner or Architect makes reasonable objection to such substitution without written approval of the Owner.~~

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By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect.

§ 5.3.1 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, 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.

§ 5.3.2 The Contractor shall be responsible for any and all Subcontractors working under it and shall carry insurance for all Subcontractors or ensure that they are carrying it themselves so as to relieve the Owner and Architect for any liability.

...

- .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;~~ Contractor in writing; and

...

~~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.~~ Intentionally Deleted.

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

...

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

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

...

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

discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not ~~apparent, discoverable.~~

~~§ 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 indemnify and hold harmless the Owner and Architect against all claims caused by 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.~~ construction the fault of the Contractor subject to any liquidated damages provisions between Owner and Contractor that may be set forth in the Contract Documents. Should the Contractor cause damage to the Work or property of any Separate Contractor on the Project or other Work on the site, the Contractor shall, upon due notice from the damaged party, settle with other Contractors by agreement. If any party sues the Owner and/or Architect on account of any injury caused by the Contractor, including, but not limited to, damage to property or person or monetary damages due to defects or errors in the Work or timing or coordination of the Work, then the Owner and/or Architect shall notify the responsible Contractor who shall defend such proceedings, and, if any judgment or award against the Owner and/or Architect arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner and/or Architect for all attorneys' fees and court costs incurred.

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

...

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.~~ all costs and expenses associated with such clean-up.

...

~~§ 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 or the Owner.~~

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~~§ 7.2.2 As required by *The Criminal Code of 2012, Section 33E Public Contracts (720 ILCS 5/33E-9)*, any changes which authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000 or more of the time of completion of the Work by 30 days or more may only be made upon the written authorization of the Owner and only upon the written determination of the Owner that:~~

- ~~.1 the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or~~
- ~~.2 the change is germane to the original contract as signed; or~~
- ~~.3 the change order is in the best interest of the School District and is authorized by law.~~

...

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

...

- ~~.5~~ Costs of supervision and field office personnel directly attributable to the change.

Overtime when specifically authorized by the Owner shall be paid for by the Owner on the basis of a premium payment only, plus the cost of insurance and taxes based on the premium payment. Overhead and profit will not be

paid by the Owner for overtime. Contractor shall submit a detailed, itemized breakdown of quantities and unit costs, including overhead and profit as separate items with response to request for price.

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§ 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~~, increase or decrease, if any, with respect to that change.

...

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

...

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

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§ 8.3.1 If the Contractor is delayed at any time in the ~~commencement or progress of the Work~~ by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect ~~may determine~~ progress of the Work by any act or neglect of the Owner, Owner's employees, any separate contractor employed by the Owner by changes ordered in the Work (which changes do not result, in whole or in part, from neglect of the Contractor, its agents or employees or subcontractors), regional labor disputes as they affect the Work that cannot be resolved by the Contractor agreeing to the wages, hours and working conditions as they have been established as the pattern settlement with respect to the said dispute, fire which does not result from any willful or negligent act of the Contractor, any subcontractors or any of their respective agents or employees, an unusual delay in transportation that could not have been prevented by the Contractor's planning or adequate investigation of conditions, unusually severe weather conditions not reasonably anticipated, or delay authorized by the Owner, the date of Substantial Completion shall be extended by Change Order for such reasonable time as the Architect shall determine. It is further understood that only delays caused by the conditions listed above which the Contractor could not reasonably anticipate, are beyond the Contractor's control and which delays could not have been mitigated by the Contractor will be sufficient to extend the Substantial Completion date. The Contractor has an affirmative duty to inquire and make reasonable investigation where circumstances would alert the reasonable Contractor to a potential delay for whatever reason. The criteria on which the term "unusually severe weather" shall be based is the normal average amount of precipitation received in the project area, as recorded over a period of the last five (5) years at the local area United States Weather Station. Any extension of time due to unusually severe weather must be requested by the Contractor on the basis of documented records of the actual precipitation for a minimum periods of three (3) months time, compared with the normal average for the area. Also, the criteria shall include the number of excessive precipitation days over the same period and whether or not the Contractor's force worked on said days or any stage of construction was affected.

§ 8.3.1.1 Where a delay occurs which is beyond the Contractor's control, the Contractor has an affirmative duty to mitigate the effect of that delay on the progress of the Work. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate.

§ 8.3.1.2 The Contractor shall not be entitled to recover from the Owner, and hereby waives all rights which it or its Subcontractors or any other person may otherwise have to recover, any costs, expenses and damages of any nature which it or its Subcontractors or any other person, may suffer by reason of delay in the performance of the Work or any portion thereof for any reason, the extension of Contract Time granted herein being the Contractor's sole and exclusive remedy.

...

§ 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.~~Intentionally Deleted.~~

§ 8.3.4 The date of final completion of the Work is the date of the Owner's written acceptance of the Architect's final Certificate for Payment or the Owner's issuance of final payment, whichever occurs first.

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§ 9.3.1.3 The Contractor's Application for Payment shall be made monthly.

§ 9.3.1.4 The Contractor must submit all payment requests to the Architect for all Work completed during the previous time period. Requests submitted late will not be processed until the following month.

§ 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. The Contractor must submit evidence satisfactory to the Owner to substantiate the amounts requested on the Application for Payment for materials or equipment stored on or off site. The Owner shall have no responsibility or liability to the Contractor for the safekeeping of materials and equipment stored at the site or off the site.

...

§ 9.3.4 Each partial payment request shall be made monthly and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work less the aggregate of previous payments in each case. This percentage of retainage shall be maintained until the date of Substantial Completion at which time the Owner may reduce the percentage retainage until the date of final completion. The Owner reserves the right to reduce retainage prior to Substantial Completion.

§ 9.3.5 If the Owner reduces retainage, either before or after the date of Substantial Completion, the Owner may, upon giving ten (10) days notice in writing to the Contractor, reinstate the full contract retainage and restore the retention to the basis established in Section 9.3.4 if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, or if any surety of Contractor withholds its consent.

§ 9.3.6 "A Sworn Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment and compliance with the Illinois *Mechanic's Lien Law*. Each payment request shall include executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event that the Owner is satisfied with Contractor's payment procedures, the Owner may accept partial waivers of lien of Subcontractors and suppliers who were included in the immediate preceding payment. The Contractor shall submit waivers on a current basis, but the Owner may allow Subcontractors and suppliers to be not more than one payment late with their partial waivers.

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§ 9.4.3 Notwithstanding any other provision in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or progress payment of any amount.

...
7 repeated failure to carry out the Work in accordance with the Contract Documents.
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§ 9.6.1 After the Architect has issued a Certificate for Payment, and has been approved by the Owner, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

...

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. Contractor, upon demand of the Owner and at Contractor's sole cost and expense, shall promptly obtain a payment bond, irrevocable letter of audit or similar product, in the amount of the lien or in such other amount required by the Owner, to promptly release such lien. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

...

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, Architect,~~ 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents. Notwithstanding the foregoing, where there exists a bona fide dispute between Owner and Contractor, Contractor must continue to work if the money in dispute is held in escrow by Owner until the dispute is resolved.

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§ 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, payment~~ ("Punch-List"). Failure to include an item on ~~such list~~ the Punch-List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner ~~shall~~ may make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. With respect to Work enumerated on the Punch List, the guarantee or warranty period shall start at the time of subsequent acceptance of this Work in writing by Owner.

§ 9.8.6 The Contractor shall complete all items on the Punch-List, in accordance with the Contract Documents, prior to the Architect's final inspection. The Contractor shall be responsible for all costs incurred by the Owner resulting from multiple inspections by the Architect or any other consultant of the Owner, to ascertain Substantial Completion or final completion. Said costs may be withheld by the Owner from any funds due the Contractor. If the funds due the Contractor are insufficient to cover the costs incurred by the Owner, the Contractor shall promptly pay the Owner for such costs upon demand. The Contractor shall be responsible for all costs incurred by the Owner, including attorneys' fees, in exercising its' rights under this Section.

...

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

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§ 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~~, effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

...

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

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

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

...

§ 10.2.7.1 The Contractor, prior to commencing the Work, shall submit to the Architect, in writing, a statement certifying that it is familiar with the Manual of Accident Prevention in Construction by the Associated General Contractors of America, current edition, and further that the Contractor will maintain at the Project a copy of said publication and will strictly enforce the applicable requirements of same. Contractor will also state the name of the Contractor's Safety Engineer who will also be responsible for enforcing all Safety Requirements.

§ 10.2.7.2 The Contractor and any Subcontractors shall at all times maintain safe ingress and egress to all areas of the site where Work is being performed.

§ 10.2.7.3 The Contractor must ensure that all existing buildings are maintained in "weather tight" conditions and protect all existing buildings from water infiltration due to improper drainage throughout the construction phase. In addition, the Contractor must repair any damage caused by a failure to keep the existing buildings in a weather tight condition as required in this section.

§ 10.2.7.4 The Contractor must ensure that it does not interfere with the operation of or power to any sump pump or ejector pumps at the site. Contractor must repair any damage caused by its interference with the operation of the sump pump or ejector pump.

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. The Contractor shall notify Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence that might give rise to such a claim, promptly upon obtaining the first knowledge of same. The notice shall be in writing and shall provide sufficient detail for the Owner to investigate the incident or claim.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. ~~Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor.~~ resume. By Change Order, the Contract Time shall be extended appropriately

and the Contract Sum shall be increased by the amount of the Contractor's reasonable actual additional costs of shutdown, delay, and start-up.

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

...

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

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

...

~~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.~~§ 10.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's reasonable 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.

~~§ 10.4.2 In an emergency affecting the safety of persons or property of any of the Owner's facilities or Owner's occupied portions of the Work, the Owner may take such actions as are necessary, without prior notices to the Contractor, to protect and preserve the Owner's interests. If the emergency is attributable, in whole or in part, to any action or inaction of the Contractor, or any of its subcontractors, the Contractor shall be liable for all costs and expenses, including professional fees, incurred by the Owner in remediating such emergency and such costs and expenses may be, at the owner's option, deducted from the Contractor's Contract Sum.~~

...

~~§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~To the fullest extent permitted by law, the Contractor shall cause all insurance required of the Contractor by the Contract Documents, with the sole exception of workers compensation insurance and any professional liability insurance, to include the Owner, its individual board members, agents, employees, representatives, and consultants, as well as the Architect and its officers, agents, employees and the Architect's Consultants, as additional insureds.

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§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within ~~three (3)~~ten (10) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual

cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, ~~unless the lapse in coverage arises from an act or omission of the Owner, shall~~ have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor and all costs and expenses of any kind incurred by the Owner as a result of such stop in the work shall be the responsibility of the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

...

§ 11.2.2 Failure to Purchase Required Property Insurance. ~~If the Owner fails-is obligated to purchase property insurance pursuant to Section A.2.3 of the AIA Document A101-2017 Exhibit A, as amended by Owner or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner (as applicable), and does not intend to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and 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 the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

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

...

§ 11.3.1 ~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the builder's risk policy obtained for the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. The waiver of subrogation in this Section 11.3.1 shall only apply to the builder's risk policy obtained pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any, and shall not apply to any other insurance of the Owner whatsoever. Moreover, the waiver of subrogation contained in this Section 11.3.1 shall not be a waiver of any indemnification rights of any Indemnitee nor shall it in any way whatsoever affect any rights of indemnification of any Indemnitee.~~

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

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's ~~property, property covered by any builder's risk policy obtained by the Owner pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any,~~ due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

~~§11.5 Adjustment and Settlement of Insured Loss~~

§ 11.5.1 ~~A builder's risk policy loss insured under the property insurance required by the Agreement to be obtained by the Owner pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any,~~ shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have ~~14~~5 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

...

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

...

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

an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.5. so.

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§ 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. In the case of any Work performed in correcting defects pursuant to the guarantees provided or referred to by this Article 12, the guarantee period specified or referenced to by Article 12 shall begin anew from the date of completion of such Work.

...

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

...

§ 13.2.1 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, Section 13.2.2 herein or elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

...

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

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§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including including, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. Notwithstanding any other term or provision in this Article 13 to the contrary, in the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects and shall bear all costs, fees and expenses associated with such testing and, if necessary, all of the costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied.

...

Payments due and unpaid under the Contract Documents shall bear interest ~~from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located as permitted under the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).~~

...

- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .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 Documents.
- .4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~ Intentionally Deleted.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the ~~Work,~~ 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.

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- .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~~ a breach of a provision of the Contract Documents.

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

...

§ 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. The Contractor shall only be compensated for work completed in accordance with the Contract Documents, less any costs, fees or expenses incurred by the Owner as a result of Owner's termination for cause.

...

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

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

...

- .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; and
- .4 place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- .5 terminate all Subcontracts and orders to the extent they relate to the work terminated unless Owner opts to take assignment under Section 5.4;
- .6 proceed to complete the performance of Work not terminated; and
- .7 take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. Allowance shall be made for payments previously made to the Contractor for the terminated portion of the Work, and claims that the Owner has against the Contractor under the Contract.

...

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

...

§ 15.1.3.1 Claims by ~~either the Owner or Contractor~~, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the ~~other party~~ Owner 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~~ the Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the ~~claimant~~ Contractor first recognizes the condition giving rise to the Claim, whichever is later. The Architect may give notice of claims to Contractor on behalf of Owner. The time limit set forth in this Section shall not apply to Claims by Owner.

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

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

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

...

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

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, ~~or~~ (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve ~~the Claim~~ the Claim, or (6) issue a notice to the parties that the Initial Decision Maker is extending the time for rendering an initial decision by ten days.

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§ 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~~ mediation, if agreeable by the parties, and, if the parties fail to resolve their dispute through mediation, to ~~binding dispute resolution~~ litigation.

§ 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~~ Intentionally Deleted.

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

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

§ 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. Intentionally Deleted.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, ~~demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to~~

file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

Intentionally Deleted.

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

Intentionally Deleted.

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

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

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

Intentionally Deleted.

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

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

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

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

ARTICLE 16 NON DISCRIMINATION

§ 16.1 **NON-DISCRIMINATION** The Contractor agrees to fully comply with the requirements of the Illinois *Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including, but not limited to, the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C Section 1201 *et seq.*, and rules and regulations promulgated thereunder.

The following provisions are included herein pursuant to the requirement of the regulations of the Illinois Department of Human Rights Title 44, Part 750, of the Illinois Administrative Code and contractor shall be required to comply with these provisions only if and to the extent that they are applicable under the law.

As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois *Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois *Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois *Human Rights Act* and the Department's Rules.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois *Human Rights Act* and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ARTICLE 17 OTHER STATUTORY REQUIREMENTS

§ 17.1 PREVAILING WAGES. All laborers, workers and mechanics performing Work under the Contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor, and that Contractor and all Subcontractors shall in all other respects comply with the *Prevailing Wage Act* in carrying out Work under the

Contract. If, during the course of Work under this Contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum. To the extent required by law, each Contractor and Subcontractor shall submit, on a monthly basis, a certified payroll to the Owner, evidencing the Contractor's and Subcontractor's compliance with the Prevailing Wage Act. Further all bonds required of the Contractor shall contain a provision as will guarantee the faithful performance of this prevailing wage clause.

§ 17.2 The *Public Works Preference Act* (30 ILCS 560/01 et seq.), the *Employment of Illinois Workers on Public Works Act* (30 ILCS 570/0.01 et seq.), and the *Steel Products Procurement Act*, 30 ILCS 565/1 et seq., shall prevail on this project to the extent such Acts are applicable and enforceable.

§ 17.3 Bidding Eligibility Certification. By submitting a bid, the Contractor certifies that the Contractor is not barred from bidding on the Contract under the bidding procedures set forth in Section 10-20.21 of the *School Code* (105 ILCS 5/10-20.21) as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the *Criminal Code of 1961*, (720 ILCS 5/33E) or by any other law or regulation. The Contractor acknowledges that the Owner may declare the contract bid void if it determines the foregoing certification to be false.

§ 17.4 Criminal Background Checks and Contractor Certification. The Contractor represents and warrants that none of its employees or those of any of its Subcontractors performing Work at the site are prohibited by law from being present on school and/or public property. The Owner reserves the right to direct the Contractor, at any time during the Project, to immediately obtain criminal background investigations of any of Contractor's or Subcontractor's employees who are or will be performing work in or around a building when students are or will be present to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS 5/10-21.9. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no cost to Owner, by change order or otherwise. The Owner will notify the Contractor if the Owner determines that any individual is not eligible to be present on the Owner's property in connection with the Project. Due to restrictions on disclosure of background check information, the Owner may not specify to Contractor the reasons for a determination of ineligibility. Furthermore, to the extent required by 105 ILCS 5/24-5 or any other law, rule or regulation, Contractor shall provide to the Owner, at Contractor's expense, evidence of Contractor's employees' physical fitness to perform their duties and freedom from communicable disease.

§ 17.5 Presence of Child Sex Offenders and Disruptive Persons On School Property. Contractor acknowledges that, pursuant to the Illinois *Criminal Code* (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. Contractor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify Contractor if they have been convicted of a sex offense restricting their presence on school property. Contractor will then provide appropriate and immediate notification to Owner. Owner reserves the right to request the removal from the Project of any person, including, but not limited to, employees of Contractor and Subcontractors, who engage in conduct in violation of the law or Board of Education Policy or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor or Subcontractor.

§ 17.6 Gambling, Alcohol and Tobacco Use Prohibited. In accordance with State and Federal law and Board of Education policy, the use of alcohol and any tobacco and engaging in gambling activity products on school property are prohibited.

§ 17.7 Drug Free Workplace Certification. By submitting a bid, Contractor certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 et seq.) by:

- (a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

ARTICLE 18 ADDITIONAL PROVISIONS

§ 18.1 Exercise of Due Care. Contractor acknowledges that students may be present in the building and in the area during construction. Contractor will exercise due care and appropriate conduct, and will direct and ensure that all trade and Subcontractors exercise due care and appropriate conduct, in carrying on activities on the Project in order to prevent injury to students.

§ 18.2 Determinations in Award of Bid. Contractor agrees that the determination of the lowest responsible bidder, issues of contractor compliance with bid specifications and other Contract Document requirements, as well as material variances from and waiver of such requirements, in the award of bids on this Project shall be in the sole and absolute discretion of the Owner. Further, Contractor agrees that, should it choose to challenge such a determination by Owner, Contractor shall bear all Owner costs and attorneys fees relating to defense of such challenge.

§ 18.3 THIRD PARTY BENEFICIARY. THESE GENERAL CONDITIONS SHALL ONLY BIND THOSE PARTIES THAT ARE IN DIRECT PRIVITY WITH EACH OTHER AND HAVE MADE THESE GENERAL CONDITIONS A PART OF THEIR CONTRACT. NO PARTY MAY RELY UPON THE TERMS AND CONDITIONS HEREIN OR MAY AVAIL ITSELF OF ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN UNLESS THE AFOREMENTIONED IS TRUE. ALL TERMS AND CONDITIONS IN THESE GENERAL CONDITIONS ARE FOR THE SOLE BENEFIT OF THE PARTIES HERETO; NONE OF THE TERMS AND CONDITIONS CONTAINED HEREIN ARE INTENDED TO BENEFIT ANY THIRD PARTY, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THE PAYMENT AND COMPLETION PROVISIONS IN ARTICLE 9. WITHOUT LIMITING THE FOREGOING, PROVISIONS IN THESE GENERAL CONDITIONS THAT REFERENCE SUBCONTRACTORS, SUPPLIERS OR OTHER THIRD-PARTIES ARE NOT FOR THEIR BENEFIT WHATSOEVER AND MAY NOT BE RELIED UPON BY SUCH PARTIES.

§ 18.4 The Owner is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Contractor to the Owner may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Owner withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a Freedom of Information Act request, the Contractor must notify the Owner of such request at the time such information is submitted to the Owner, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided

by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Owner will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Owner reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Owner, the Contractor agrees to cooperate with the Owner, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Owner that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Owner.

§ 18.5 Federal and State Grant Terms. The following terms are hereby incorporated into the Agreement between the parties, if and to the extent applicable:

1. Debarment Certification. Contractor represents and warrants that it is not listed in the federal System for Award Management (SAM) in accordance with OMB guidelines as being debarred, suspended, or otherwise excluded by agencies or declared ineligible for any contract awards.
2. EEO Statement. Except as otherwise provided under 41 CFR Part 60, the Agreement shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In addition, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor shall be deemed incorporated into the contract and solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The District must report all suspected or reported violations to the federal awarding agency. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Owner must report all suspected or reported violations to the federal awarding agency.
3. Lobbying Certification. If the Contract Sum exceeds \$100,000, Contractor certifies and will require all subcontractors and their subcontractors to certify in writing that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and all subcontractors and their subcontractors shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award, represents and warrants that it is not listed in the federal System for Award Management (SAM) in accordance with OMB guidelines as being debarred, suspended, or otherwise excluded by agencies or declared ineligible for any contract awards.
4. Overtime. If the Contract Sum exceeds \$100,000, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements

of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

5. Funding Agreements. If the Agreement constitutes a "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. Clean Air Act. If the Contract Sum exceeds \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:06:39 CT on 02/13/2023 under Order No. 3104236857 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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 the Contract Documents.
3. Work schedule.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.
8. Miscellaneous provisions.

- B. Related Requirements:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Puffer Summer 2023 Improvements, project number 230003.

1. Project Location: Puffer Elementary School, 2220 Haddow Avenue, Downers Grove, Illinois 60515.

- B. Owner: Board of Education, Downers Grove Grade School District 58 Administration Center, 2300 Warrenville Rd, Suite 200 NE, Downers Grove, IL 60515.

- C. Architect: Wight & Company, 2500 North Frontage Road, Darien, Illinois 60561.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work consists of flooring replacement, new casework, and painting at **Henry Puffer Elementary School**.

- B. Type of Contract: Project will be constructed under a single prime contract.

1.5 WORK SCHEDULE

A. Conduct the Work in one phase in the following order:

1. Pre-Construction Meeting: To be determined.
2. Start of General Construction: July 5th, 2023.
3. Substantial Completion: August 4, 2023.

1.6 ACCESS TO SITE

A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
2. Driveways 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 use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.7 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Contractor(s) is/are responsible to coordinate with other trade contractors on access to areas of building. Owner will have additional projects on site during the construction period. It is the responsibility of the contractor(s) to coordinate with other vendors as required to maintain construction schedule.

1.8 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: Work shall be generally performed inside the existing building during normal business working hours of 6:00 a.m. to 2:30 p.m., Monday through Friday, except otherwise indicated.
 - 1. Weekend Hours: As approved by Owner.
 - 2. Early Morning Hours: As approved by Owner.
 - 3. Hours for Utility Shutdowns: As approved by Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than three days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
- D. 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.
- E. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.9 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. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be

performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

3. 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.
 4. 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.

1.10 MISCELLANEOUS PROVISIONS

- A. Materials used in this Project shall be polychlorinated biphenyl (PCB), mercury, and asbestos free. No PCB, mercury, or asbestos-containing-building materials (ACM), as defined by federal regulation A.H.E.R.A., E.P.A., and Illinois Department of Public Health are permitted for this Project.
- B. Installation of a product on surfaces prepared by others constitutes acceptance of the surface.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 – ALLOWANCES

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Allowances:
 - a. List of allowances to be included in contract sum.
 - b. Procedures for using allowance amounts.
 - c. Unit Price procedures and schedule.

1.2 ALLOWANCE LIST

- A. Construction Contingency Allowance:
 - 1. \$20,000

1.4 SUBMITTALS

- A. Supporting Data: With applications for payment covering allowance work submit executed modification to the contract.
 - 1. For variations in lump sum cost, include invoices showing actual cost.
 - 2. For variations in unit cost, include invoices showing actual cost.
- B. Supporting Data: With applications for payment covering unit price work submit substantiated measurement of quantity installed or executed.

1.5 CONTRACT CONSIDERATIONS

- A. Allowances:
 - 1. Include in the contract sum all allowances defined in the contract documents.
 - 2. Include the costs of materials and equipment delivered to the site, including all required taxes, less applicable trade discounts.
 - 3. Related costs, including unloading, unpacking, handling at the site, installation, overhead, profit, and other expenses, shall not be included in the allowances unless otherwise indicated; the same shall apply when allowances are expended by subcontractors.
 - 4. Whenever actual costs differ from the allowance amount, the contract sum shall be adjusted by modification to the contract to reflect changes in the related costs which were included in the contract sum, as well as the difference between actual costs and the allowance.
 - 5. Contingency allowance is a lump sum for use only on the owner's instructions, intended to cover all costs for the work performed under the allowance.
 - a. Contractor's costs will be determined as specified for changes in the work.
 - 6. At substantial completion, if not sooner, the contract sum will be adjusted by modification to the contract.

- B. Procedures for Modifications to the Contract: Procedures for submitting and handling modifications due to changes are specified elsewhere.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 012100

SECTION 012200 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1: Moisture Vapor Emission Control System:

1. Description: Furnish and install Moisture Vapor Emission Control System, in accordance with Division 09 Section "MOISTURE VAPOR EMISSION CONTROL"
2. Unit of Measurement: Cost per Square Foot.

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 PROCEDURES

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. ADD Alternate No. 1: Provide Lump Sum pricing to furnish and install new quartz resilient floor, floor prep, base, casework, and paint in rooms 211, 209, 216, 305, & 306 per drawing.
- B. ADD Alternate No. 2: Provide Lump Sum pricing to furnish and install new upper cabinet at locations per drawing.
- C. ADD Alternate No. 3: Provide Lump Sum pricing to furnish and install new upper cabinet at locations per drawing.

END OF SECTION 012300

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. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "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: Use facsimile of form provided in Project Manual.
 - 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 modifications 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, from ICC-ES.
 - 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 qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify 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 upon 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. Requested substitution provides sustainable design characteristics that specified product provided.
- c. Substitution request is fully documented and properly submitted.
- d. Requested substitution will not adversely affect Contractor's construction schedule.
- e. Requested substitution has received necessary approvals of authorities having jurisdiction.
- f. Requested substitution is compatible with other portions of the Work.
- g. Requested substitution has been coordinated with other portions of the Work.
- h. Requested substitution provides specified warranty.
- i. 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.

- B. Substitutions for Convenience: Not Allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012519 – SUBSTITUTION REQUEST FORM

Please refer to Section 016000 – Product Requirements. Substitution requests will not be considered without submittal of this completed form.

REFERENCE TO: Puffer Summer 2023 Improvements Project Project No. 230003

Having reviewed the requirements for the above Project, we hereby submit for consideration the following item in lieu of the specified item.

1. Section: _____ Specified Item: _____
2. Proposed Substitution: _____
3. Reason for Substitution: _____
4. Supporting Data Attached: _____
Yes _____ No ____ Technical data, including laboratory tests, if applicable.
Yes _____ No ____ Complete information on changes to Drawings/
Specifications that proposed substitution will require for
proper installation.
Yes _____ No ____ Effects of substitution on drawing dimensions.
5. Yes _____ No ____ The undersigned will pay for changes to the building and
systems design, including engineering and detailing costs
caused by the requested substitution.
6. Yes _____ No ____ Does the substitution effect other trades? Describe:

7. Describe differences between proposed substitution and specified item:

8. Yes _____ No ____ Maintenance and services parts will be as readily available
as for specified item.
9. Yes _____ No ____ Manufacturer's guarantees for the proposed and specified
items are the same; describe differences:

The undersigned state that the function, appearance and quality of the proposed substitution are equivalent or superior to the specified item:

Submitted by:

Company: _____

For Use by Architect:

Address: _____

Accepted: _____ Accepted as noted: _____

Not Accepted ____ Received too late: _____

By: _____

By: _____

Date: _____

Date: _____

Telephone: _____

Remarks: _____

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 specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Division 01 Section "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 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. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days after receipt of Proposal Request, submit a detailed quotation of 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. Provide a detailed labor, material and equipment breakdown.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

- c. Allow, for changes in the work other than that covered by Allowances, Alternates, or Unit Prices, an added percentage to compensate for the Contractor's profit margin, on the following basis:
 - 1) For work performed by the Contractor's own forces, 10 percent.
 - 2) For work performed by Subcontractors to the contractor, 5 percent.
 - 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.
 - B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Allow, for changes in the work other than that covered by Allowances, Alternates, or Unit Prices, an added percentage to compensate for the Contractor's profit margin, on the following basis:
 - a. For work performed by the Contractor's own forces, 10 percent.
 - b. For work performed by Subcontractors to the contractor, 5 percent.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
 - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
- 1.5 ADMINISTRATIVE CHANGE ORDERS
- A. Unit-Price Adjustment: See Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.
- 1.6 CHANGE ORDER PROCEDURES
- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor.

1.7 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
 - 4. Section 018113.13 "Sustainable Design Requirements " for administrative requirements governing submittal of cost breakdown information required for sustainable design documentation.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. Schedule of alternates.
 - e. List of products.
 - f. List of principal suppliers and fabricators.
 - g. Schedule of submittals.

2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than fourteen days before the date scheduled for submittal of the initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format 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 the Architect.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
 - a. Include separate line items under Contractor and principal subcontracts for sustainable design documentation and other Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

5. If previously approved in writing by the Owner that it is in the Owner's best interest to purchase materials before they can be installed, and to store the materials off-site, provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment 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. Include requirements for insurance and bonded warehousing, if required.
6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. 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.
8. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the 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.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Stored Materials: If previously approved in writing by the Owner, include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- G. Certified Payroll Report: With each Application for Payment, submit a certified payroll report for the period covered by the Application for Payment, as required by Public Act 94-0515 from every contractor or subcontractor who performs work for the Project.
- H. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested in the previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit waivers of lien on Chicago Title Insurance Company forms, F1722 R5/92 and F3870 R5/92 and executed in a manner, acceptable to the Owner.
- I. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
 1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Sustainable design submittals for project materials cost data.
 5. Contractor's Construction Schedule (preliminary if not final).
 6. Schedule of principal products.
 7. Sustainability action plans.
 8. Schedule of unit prices.
 9. Submittal Schedule (preliminary if not final).
 10. List of Contractor's staff assignments.
 11. List of Contractor's principal consultants.
 12. Copies of building permits.
 13. Copies of authorizations and licenses from governing authorities for performance of the Work.
 14. Initial progress report.
 15. Report of preconstruction meeting.
 16. Certificates of insurance and insurance policies.
 17. Performance and payment bonds.
 - J. 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.
 - K. 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 G707, "Consent of Surety to Final Payment."
 5. Evidence that claims have been settled.
 6. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 7. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Coordination Drawings.
 - 4. Administrative and supervisory personnel.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

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 fabricated to a special design. Use CSI Form 1.5A. 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.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

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

1.5 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. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. 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.

- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

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.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on the Drawings. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
 - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 - 2. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.

- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
 2. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format.
 3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
 - b. Digital Data Software Program: Drawings are available in AutoCAD Architecture 2008.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within 3 days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. 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. Sustainable design requirements.
 - m. Preparation of record documents.
 - n. Use of the premises and existing building.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Sustainable design requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - l. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written instructions.
 - o. Warranty requirements.
 - p. Compatibility of materials.

- q. Acceptability of substrates.
 - r. Temporary facilities and controls.
 - s. Space and access limitations.
 - t. Regulations of authorities having jurisdiction.
 - u. Testing and inspecting requirements.
 - v. Installation procedures.
 - w. Coordination with other work.
 - x. Required performance results.
 - y. Protection of adjacent work.
 - z. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for completing sustainable design documentation.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for delivery of material samples, attic stock, and spare parts.
 - g. Requirements for demonstration and training.
 - h. Preparation of Contractor's punch list.
 - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - j. Submittal procedures.
 - k. Coordination of separate contracts.
 - l. Owner's partial occupancy requirements.
 - m. Installation of Owner's furniture, fixtures, and equipment.
 - n. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

- E. Progress Meetings: 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 conference 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) Status of sustainable design documentation.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.
 - 14) Status of RFIs.
 - 15) Status of proposal requests.
 - 16) Pending changes.
 - 17) Status of Change Orders.
 - 18) Pending claims and disputes.
 - 19) 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.

- F. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined 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.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
 3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

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 documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Site condition reports.
 - 6. Special reports.
 - 7. Construction photographs.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
- B. Event: The starting or ending point of an activity.
- C. Float: The measure of leeway in starting and completing an activity.
 - 1. Float is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

- D. Major Area: A story of construction, a separate building, or a similar significant construction element.
- E. Milestone: A key or critical point in time for reference or measurement.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
- B. Startup construction schedule.
 - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals.
- G. Material Location Reports: Submit at weekly intervals.
- H. Site Condition Reports: Submit at time of discovery of differing conditions.
- I. Special Reports: Submit at time of unusual event.
- J. Construction Photographs: Submit digital photograph image files within three days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
 - 2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
 - 3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect.

- d. Name of Contractor.
- e. Date photograph was taken.
- f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- g. Unique sequential identifier keyed to accompanying key plan.

1.5 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from entities involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 15 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
- D. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.

2.2 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (see special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Partial completions and occupancies.
 - 18. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

3.2 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- C. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties from different vantage points, as directed by Architect. Show existing conditions adjacent to property.
 - 1. Flag construction limits before taking construction photographs.

2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
 3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Periodic Construction Photographs: Take 20 photographs monthly, coinciding with cutoff date associated with each Application for Payment. Photographer shall select vantage points to best show status of construction and progress since last photographs were taken.
- E. Final Completion Construction Photographs: Take 20 photographs after date of Substantial Completion for submission as Project Record Documents. Architect will direct photographer for desired vantage points.
1. Do not include date stamp.

END OF SECTION 013200

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. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Division 01 Section "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."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

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. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
3. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD Architecture 2008.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
 - d. The following digital data files will be furnished for each appropriate discipline:
 - 1) Floor plans.
 - 2) Reflected ceiling plans.
- B. 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. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 10 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 10 days for review of each resubmittal.
- 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.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software or electronic form acceptable to Architect, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.

- h. Submittal purpose and description.
 - i. Specification Section number and title.
 - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Indication of full or partial submittal.
 - o. Transmittal number, numbered consecutively.
 - p. Submittal and transmittal distribution record.
 - q. Other necessary identification.
 - r. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
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. 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. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.

- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
 - 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, but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - 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 two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
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. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.

5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- L. Sustainable Design Submittals: Comply with requirements specified in Division 01 Section "Sustainable Design Requirements."
- M. 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.
- N. 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.
- O. 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.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports

on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

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 Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. 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.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

Electronic File Release and Disclaimer



<Date>

<Name>

<Company>

<Address>

<Town, State, Zip Code>

<Project Name>

<Project Number>

Wight & Company

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Ambient conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations.

Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - e. When testing is complete, remove test specimens, assemblies, and mockups, and laboratory mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed, unless otherwise indicated.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Delivery of samples to testing agencies.

6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 20 days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

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

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and

effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project must 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 and make them available on request.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entity indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water distribution.
 - 2. Temporary electric power distribution.
 - 3. Sanitary facilities, including drinking water.
 - 4. Storm and sanitary sewer.
- C. Support facilities include, but are not limited to, the following:
 - 1. Temporary enclosures.
 - 2. Waste disposal services.
 - 3. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, and lights.
 - 3. Environmental protection.

1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, fire department, and rescue squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety

Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.4 FIELD CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- C. Water: Provide potable water approved by local health authorities.

2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4-inch, heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- G. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

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

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary connection to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction.
- B. Temporary Water Service: Use of Owner's existing water service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- C. Temporary Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

- D. Temporary Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- E. Toilets: Use of the Owner's existing toilet facility will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to the condition prevalent at the time of initial use.
- F. Drinking-Water Facilities: Use of the Owner's existing drinking water facilities will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to the condition prevalent at the time of initial use.
- G. Sewers and Drains: Use of the Owner's existing sewers and drains will be permitted, so long as facilities are are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to the condition prevalent at the time of initial use.
 - 1. Provide temporary connections to remove effluent that can be discharged lawfully.
 - 2. Filter out excessive amounts of construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Locate support facilities for easy access.
 - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Provide incombustible construction for offices, shops, and sheds located within the construction area or within 30 feet of building lines. Comply with requirements of NFPA 241.
- C. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Provide supervision of sources of fire ignition.

- B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

- C. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
 - 1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

- D. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage.
 - 1. Maintain operation of temporary enclosures and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the Contractor's property.
 2. At Substantial Completion, clean and renovate permanent facilities used during the construction period, but not limited to, the following:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts subject to unusual operating conditions.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. 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. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "Substitution Procedures" for requests for substitutions.
 - 3. Division 01 Section "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 Division 01 Section "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 Division 01 Section "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.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: 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 Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, 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.
 - 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.
 - 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 Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. 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 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 general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Cutting and patching.
 - 2. Progress cleaning.
 - 3. Protection of installed construction.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for limits on use of Project site.
 - 2. Division 02 Section "Selective Demolition" for demolition and removal of selected portions of the building.

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. Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 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.

- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainability requirements indicated.
- B. 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. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. 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 roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

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

3.3 CONSTRUCTION LAYOUT

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

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.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- 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. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. 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.
- E. 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 Division 01 Section "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. 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. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.
- H. 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.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, 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. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. 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 CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where other contracts worked. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- 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 Division 01 Section "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.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION 017300

SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT AND 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 disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. Division 31 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

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.

1.4 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

1.5 INFORMATIONAL SUBMITTALS

- A. Landfill Disposal Records: Indicate receipt and acceptance of waste by landfills licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review

methods and procedures related to waste management including, but not limited to, the following:

1. Review and discuss waste management plan including responsibilities of waste management coordinator.
2. Review requirements for documenting quantities of each type of waste and its disposition.
3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review waste management requirements for each trade.

1.7 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

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. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

- D. 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.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

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. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 2. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 3. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.

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.
- C. Field Report: For pest control inspection.

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, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 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.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 - 5. Submit test/adjust/balance records.
 - 6. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 33 Sections.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- 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. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. 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. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "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.
4. Submit pest-control final inspection report.

- 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. Use form acceptable to Architect.
 - 1. Organize list of spaces in sequential order.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 - 4. Submit list of incomplete items in one of the following format:
 - a. MS Excel electronic file. Architect will return annotated file.
 - b. PDF electronic file. Architect will return annotated file.

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. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Warranty Electronic File: Scan warranties and assemble complete warranty 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.

- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.10 ELECTRONIC CLOSEOUT DOCUMENTATION

- A. General: Provide a complete project closeout documentation package in electronic format. This package shall include:

1. Issued for Construction Plans, Specs
2. Project Record Documents.
3. **Approved** Submittals.
4. Operation and Maintenance Manuals.
5. Warranties.
6. Owner training Videos (.WMV or .MP4 Format)
7. Project Contact Directory.

- B. The Electronic Closeout Documentation shall be prepared by BHFx Imaging. **Contractors are responsible for all Closeout Fees.** Please contact Sarah Jacobs at 847-593-3161 x. 206 or sarah.jacobs@bhfx.net for Pricing and Closeout Organization Information

- C. In order to facilitate the Electronic Closeout Documentation process, comply with the following procedures:

1. Contact BHFx Imaging for a Project Order Form a minimum of three months prior to the date of Substantial Completion to schedule a pre-closeout meeting. Review the following:
 - a. Format of documents: PDF electronic format for all documents.
 - b. Folder structure for storage and transfer of files.
 - c. Schedule for collection and turn-over of closeout documentation.
 - d. Record Document format procedures: Provide clean and accurate paper copies of the marked-up Record Documents (Drawings and Specifications) for scanning.
 - e. Provide contact information for the individual responsible for the collection and transfer of the Electronic Closeout Documentation Package contents.
 - f. Review a complete listing of Electronic Closeout Documentation Package contents.
2. **Multi-Building Projects - Submittals must be sorted by building**
 - a. Each submittal must be assigned to a building
 - b. Submittals pertaining to multiple buildings must be labeled or tagged with all buildings associated with that particular file.
 - c. Building specific folders can be generated. Files pertaining to multiple buildings must be added to all appropriate folders

3. Provide all documentation to BHFX Imaging for processing no later than 30 days after the date of Substantial Completion.
4. Schedule a training conference with the Owner's Representative, Architect, Construction Manager and BHFX Imaging to present the completed Electronic Closeout Documentation Package.

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.
 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

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: 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. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid

disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "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 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.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017823.16 - MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing maintenance manuals, including the following:
 - 1. Maintenance documentation directory.
 - 2. Maintenance manuals for the care and maintenance of products, materials, and finishes.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for maintenance manuals.
 - 2. Division 01 Section "Closeout Procedures" for submitting maintenance manuals.
 - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for maintenance manuals.
 - 4. Divisions 02 through 48 Sections for specific maintenance manual requirements for products in those Sections.

1.3 COORDINATION

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

1.4 SUBMITTALS

- A. Operations and Maintenance Manuals Submittal: Submit 2 copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

PART 2 - PRODUCTS

2.1 MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. Table of contents.
- B. Tables of Contents: Include a table of contents for each maintenance manual.

2.2 MANUALS, GENERAL

- A. Organization: Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components.
 - b. Identify each binder on front and spine, with printed title "MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq. ft. white bond paper.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.

- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to maintenance manuals.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper maintenance.
- D. Comply with Division 01 Section "Closeout Procedures" for the schedule for submitting maintenance documentation.

END OF SECTION 017823.16

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. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures and electronic closeout documentation.
 - 2. Division 01 Section "Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 48 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Submit PDF electronic files of scanned marked-up record prints and one of file prints.
- B. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

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.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Changes made by Change Order or Construction Change Directive.
 - d. Changes made following Architect's written orders.
 - e. Details not on the original Contract Drawings.
 - f. Field records for variable and concealed conditions.
 - g. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with red-colored lines. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. 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: Annotated PDF electronic file with comment function enabled.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect for resolution.

4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
 - b. Architect will provide data file layer information. Record markups in separate layers.
- 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. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and

in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 018113.26 - SUSTAINABLE DESIGN 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 general requirements and procedures for compliance with sustainability requirements.
- B. Related Requirements:
 - 1. Specific requirements for sustainability are also included in other Sections.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site. Review sustainability requirements and action plans for compliance with requirements.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Respond to questions and requests from Architect about sustainability requirements that are the Contractor responsibility, that depend on product selection or product qualities, or that depend on Contractor's procedures.
 - 1. Document responses as informational submittals.

1.5 ACTION SUBMITTALS

- A. General: Submit sustainable design submittals required by other Sections.
- B. Sustainability design submittals are in addition to other submittals.
 - 1. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated sustainability requirements.

C. Sustainability Design Documentation Submittals:

1. Environmental Product Declarations (EPDs) complying with sustainability requirements indicated.
2. Documentation for products that comply with sustainability requirements for multi-attribute optimization.
 - a. Include documentation for any applicable third-party certifications.
3. Documentation complying with Division 01 Section "Construction Waste Management and Disposal."
4. Product Data for adhesives and sealants used inside weatherproofing system, indicating laboratory test reports showing compliance with requirements for low-emitting materials.
5. Laboratory test reports for flooring, indicating compliance with requirements for low-emitting materials.
6. Construction Indoor-Air-Quality (IAQ) Management:
 - a. Construction IAQ management plan.
 - b. Product Data for temporary filtration media.
 - c. Product Data for filtration media used during occupancy.
 - d. Construction Documentation: Six photographs at three different times during construction period, along with brief description of SMACNA approach employed, documenting implementation of IAQ management measures, including protection of ducts and on-site stored or installed absorptive materials.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For sustainability coordinator.
- B. Project Materials Cost Data: Provide statement indicating total cost for materials used for Project. Costs exclude labor, overhead, and profit. Include breakout of costs for the following categories of items:
 1. Plumbing.
 2. Mechanical.
 3. Electrical.
 4. Specialty items such as elevators and equipment.
- C. Sustainability Action Plans: Provide preliminary submittals within 30 days of date established for the Notice to Proceed indicating how the following requirements will be met:
 1. List of proposed products with EPDs.
 2. List of proposed products complying with requirements for multi-attribute optimization.
 3. Waste management plan complying with Section 017419 "Construction Waste Management and Disposal."

- D. Sustainable Design Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with sustainable design action plans.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide products and procedures necessary to meet sustainability requirements in this Section. Although other Sections may specify some requirements that contribute to sustainability requirements, Contractor shall provide additional materials and procedures necessary to achieve sustainability requirements indicated.
- B. At least 20 different products from at least five different manufacturers shall have EPDs that comply with sustainability requirements. Industrywide (generic) EPDs shall be valued as one-half of a product.
- C. Products indicated in other Sections shall have publicly released reports that comply with sustainability requirements for raw material source and extraction reporting.

2.2 LOW-EMITTING MATERIALS

- A. The following products and systems, where field applications that are inside the weatherproofing system, shall comply with requirements of California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
 - 1. Adhesives and sealants.
 - 2. Flooring systems.

PART 3 - EXECUTION

3.1 NONSMOKING BUILDING

- A. Smoking is not permitted within the building or within 25 ft. of entrances, operable windows, or outdoor-air intakes.

3.2 CONSTRUCTION WASTE MANAGEMENT

- A. Comply with Division 01 Section "Construction Waste Management and Disposal."

3.3 CONSTRUCTION INDOOR-AIR-QUALITY MANAGEMENT

- A. Comply with SMACNA's "SMACNA IAQ Guideline for Occupied Buildings under Construction."
 - 1. If Owner authorizes use of permanent heating, cooling, and ventilating systems during construction period as specified in Division 01 Section "Temporary Facilities and Controls," install MERV 8 filter media at each return-air inlet for the air-handling system used during construction.
 - 2. Replace air filters immediately prior to occupancy with new filters specified in Division 23 Section "Particulate Air Filtration."

3.4 INDOOR-AIR-QUALITY (IAQ) ASSESSMENT

- A. Flush-Out:
 - 1. After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total volume of 14,000 cu. ft. of outdoor air per sq. ft. of floor area while maintaining an internal temperature of at least 60 deg F and a relative humidity no higher than 60 percent.
 - 2. If occupancy is desired prior to flush-out completion, the space may be occupied following delivery of a minimum of 3500 cu. ft. of outdoor air per sq. ft. of floor area to the space. Once a space is occupied, it shall be ventilated at a minimum rate of 0.30 cfm per sq. ft. of outside air or the design minimum outside air rate, whichever is greater. During each day of the flush-out period, ventilation shall begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of 14,000 cu. ft./sq. ft. of outside air has been delivered to the space.
- B. Air-Quality Testing: Owner will engage testing agency to perform the following:
 - 1. Conduct baseline IAQ testing, after construction ends and prior to occupancy, using testing protocols consistent with the EPA's "Compendium of Methods for the Determination of Air Pollutants in Indoor Air," and as additionally detailed in other sections.
 - 2. Demonstrate that contaminant maximum concentrations listed below are not exceeded:
 - a. Formaldehyde: 27 ppb.
 - b. Particulates (PM10): 50 mcg/cu. m.
 - c. Ozone: 0.075 ppm, according to ASTM D5149.
 - d. Total Volatile Organic Compounds (TVOC): 500 mcg/cu. m.
 - e. 4-Phenylcyclohexene (4-PH): 6.5 mcg/cu. m.
 - f. Carbon Monoxide: 9 ppm and no greater than 2 ppm above outdoor levels.
 - g. Target Chemicals in California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Table 4-1 (except formaldehyde).

3. For each sampling point where maximum concentration limits are exceeded, take corrective action until requirements have been met.
4. Air-sample testing shall be conducted as follows:
 - a. All measurements shall be conducted prior to occupancy but during normal occupied hours, and with building ventilation system starting at the normal daily start time and operated at the minimum outside airflow rate for the occupied mode throughout the duration of the air testing.
 - b. Building shall have all interior finishes installed including, but not limited to, millwork, doors, paint, carpet, and acoustic tiles. Nonfixed furnishings such as workstations and partitions are encouraged, but not required, to be in place for the testing.
 - c. Number of sampling locations varies depending on the size of building and number of ventilation systems. For each portion of building served by a separate ventilation system, the number of sampling points shall not be less than one per 5000 sq. ft.. For large open spaces, one sampling point per 50,000 sq. ft. may be used.
 - d. Air samples shall be collected between 3 and 6 ft. from the floor to represent the breathing zone of occupants, and over a minimum four-hour period.

END OF SECTION 018113.26

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 other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.
- 2. Removal of existing items to be reinstalled.

- B. Related Requirements:

- 1. Division 01 Section "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Division 01 Section "Alternates" for products selected under an alternate.
- 3. Division 01 Section "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

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

1.5 PREINSTALLATION MEETINGS

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

- 1. Inspect and discuss condition of construction to be selectively demolished.

2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
4. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Predemolition Photographs or Video: Submit before Work begins.

1.7 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

1.8 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.
 1. Comply with requirements specified in Division 01 Section "Summary."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 1. 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.

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 ANSI/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. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or videotapes.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."

- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain adequate ventilation when using cutting torches.
 - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 9. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Construction Waste Management and Disposal."
- B. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.

3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.
- B. Resilient Base: Score gypsum board at top of resilient base to prevent damage to paper facers. Remove residual adhesive residue from wall surfaces and prepare substrate for new wall base.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

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

END OF SECTION 024119

SECTION 035416 – HYDRAULIC CEMENT UNDERLAYMENT

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 hydraulic-cement-based, polymer-modified self-leveling underlayments for application below interior floor coverings.
- B. Related Requirements:
 - 1. Division 02 Sections for floor covering removal.
 - 2. Division 09 Section "Moisture-Vapor Emission Control" for water-vapor emission control systems applied to existing slabs-on-grade with hydraulic cement underlayments.
 - 3. Division 09 Sections for patching and leveling compounds applied with floor coverings.

1.3 COORDINATION

- A. Coordinate application of underlayment with requirements of floor covering products, including adhesives, specified in Division 09 Sections, to ensure compatibility of products.

1.4 PREINSTALLATION MEETINGS

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

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Sustainable Design Submittals:
 - 1. Laboratory Test Reports: For coatings, indicating compliance with requirements for low-emitting materials.
- C. Shop Drawings: Plans indicating substrates, locations, and average depths of underlayment based on survey of substrate conditions.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: Signed by manufacturers of underlayment and floor-covering systems certifying that products are compatible.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Installer who is approved by manufacturer for application of underlayment products required for this Project.
- B. Product Compatibility: Manufacturers of both underlayment and floor covering system certify in writing that products are compatible.

1.8 DELIVERY, STORAGE, AND HANDLING

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

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Comply with manufacturer's written instructions for substrate temperature, ambient temperature and humidity, ventilation, and other conditions affecting underlayment performance.
 - 1. Place cementitious underlayments only when ambient temperature and temperature of substrates are between 50 and 80 deg F.

PART 2 - PRODUCTS

2.1 HYDRAULIC-CEMENT-BASED UNDERLAYMENTS

- A. Underlayment: Hydraulic-cement-based, polymer-modified, self-leveling product that can be applied in minimum uniform thickness of 1/8 to 1-1/2 inches in one pour, and up to 5 inches with the addition of aggregate, and that can be feathered at edges to match adjacent floor elevations.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Ardex Engineered Cements; Ardex K-15 Self-Leveling Underlayment Concrete, or a comparable product by one of the following:
 - a. BASF Construction Chemicals, Inc.; Chemrex Self-Leveling Underlayment.
 - b. Bonsal American, an Oldcastle Company; ProSpec Level Set 200.
 - c. L&M Construction Chemicals, Inc.; Levelex.
 - d. USG Corporation; USG Durock Brand Speed Self-Leveling Underlayment.

2. Cement Binder: ASTM C 150, portland cement, or hydraulic or blended hydraulic cement as defined by ASTM C 219.
 3. Compressive Strength: Not less than 4000 psi at 28 days when tested according to ASTM C 109.
 4. Underlayment Additive: Resilient-emulsion product of underlayment manufacturer, formulated for use with underlayment when applied to substrate and conditions indicated.
- B. Aggregate: Well graded, washed gravel, 1/8 to 1/4 inch or larger, for use when underlayment is installed over 1-1/2 inch thick.
1. Provide aggregate when recommended in writing by underlayment manufacturer for underlayment thickness required.
- C. Water: Potable and at a temperature of not more than 70 deg F.
- D. Primer: Product of underlayment manufacturer recommended in writing for substrate, conditions, and application indicated.
1. Low-Emitting Materials: Verify coating complies with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for conditions affecting performance.
1. Proceed with application only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Prepare and clean substrate according to manufacturer's written instructions.
1. Treat nonmoving substrate cracks according to manufacturer's written instructions to prevent cracks from telegraphing (reflecting) through underlayment.
 2. Fill substrate voids to prevent underlayment from leaking.
- B. Subfloors shall be sound, solid, cleaned, and primed:
1. Concrete Substrates: Mechanically remove, according to manufacturer's written instructions, laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants that might impair underlayment bond.

2. Cutback and other non-water soluble adhesive residues shall be wet scraped to a thin, well-bonded layer.
 3. Nonporous Substrates: For ceramic tile, quarry tile, and terrazzo substrates, remove waxes, sealants, and other contaminants that might impair underlayment bond, and prepare surfaces according to manufacturer's written instructions.
 4. Adhesion Tests: After substrate preparation, test substrate for adhesion with underlayment according to manufacturer's written instructions.
- C. Refer to Division 09 Section "Moisture Vapor Emission Control" for existing concrete slab-on-grade substrates that receive water-vapor emission control system prior to application of hydraulic cement underlayment.

3.3 APPLICATION

- A. General: Mix and apply underlayment components according to manufacturer's written instructions.
1. Close areas to traffic during underlayment application and for time period after application recommended in writing by manufacturer.
 2. Coordinate application of components to provide optimum underlayment-to-substrate and intercoat adhesion.
 3. At substrate expansion, isolation, and other moving joints, allow joint of same width to continue through underlayment.
- B. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Apply underlayment to produce uniform, level surface.
1. Apply underlayment to a minimum thickness of 1/8 inch over highest point in substrate, with an average typical thickness of 1/4 inch.
 2. Aggregate Mix: Where underlayment will be installed over 1-1/2-inch thick, add aggregate to underlayment according to manufacturer's written instructions.
 3. Apply a final layer without aggregate to produce surface.
 4. Feather edges to match adjacent floor elevations.
- D. Cure underlayment according to manufacturer's written instructions. Prevent contamination during application and curing processes.
- E. Do not install floor coverings over underlayment until after time period recommended in writing by underlayment manufacturer.
- F. Remove and replace underlayment areas that evidence lack of bond with substrate, including areas that emit a "hollow" sound when tapped.

3.4 PROTECTION

- A. Protect underlayment from concentrated and rolling loads for remainder of construction period.

END OF SECTION 035416

SECTION 061000 – ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Rooftop equipment bases and support curbs.
2. Wood nailers and blocking.
3. Plywood backing panels.
4. Barrier membrane.

- B. Related Requirements:

1. Division 06 Section "Sheathing."
2. Division 06 Section "Architectural Woodwork" for woodwork not specified in this Section.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
5. Laboratory Test Reports: For installation adhesives used inside the weatherproofing system, indicating compliance with requirements for low-emitting materials.

1.4 INFORMATIONAL SUBMITTALS

- A. Material test reports from a qualified independent testing agency indicating and interpreting test results relative to compliance of fire-retardant-treated wood products with performance requirements indicated.
- B. Warranty of chemical treatment manufacturer for each type of treatment.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.
- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
 - 1. WWPA - Western Wood Products Association.
- C. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Dress lumber, S4S, unless otherwise indicated.
- D. Maximum Moisture Content of Lumber:: 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWWA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing members less than 18 inches above grade.
 - 4. Wood floor plates that are installed over concrete slabs directly in contact with earth.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
 - 1. Treatment shall not promote corrosion of metal fasteners.
 - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
 - 3. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D 5664, and design value adjustment factors shall be calculated according to ASTM D 6841.

- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- E. Application: Treat items indicated on Drawings, and the following:
 - 1. Plywood backing panels.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including cant strips, rooftop equipment bases and support curbs, bucks, nailers, blocking, stripping, and similar members.
- B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.
- C. Moisture Content: 19 percent maximum for lumber items are not specified to receive wood preservative treatment.
- D. Grade: For dimension lumber sizes, provide No. 2 SPIB or WWPA of S-P-F species. For board-size lumber, provide No. 3 Common grade per NELMA, NLGA, or WWPA; No. 2 grade per SPIB; or Standard grade per NLGA, WCLIB or WWPA of S-P-F species.

2.5 PLYWOOD BACKING PANELS

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

2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where miscellaneous carpentry is exposed to weather, in ground contact, in area of high relative humidity, or in contact with wood-preservative-treated or fire-retardant-treated lumber and plywood, provide fasteners with hot-dip zinc coating complying with ASTM A 153, or of Type 304 stainless steel.
- B. Nails, Wire, Brads, and Staples: FS FF-N-105.
- C. Screws for Fastening to Metal Framing: ASTM C 1002 or ASTM C 954, length as recommended by screw manufacturer for material being fastened.

- D. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- E. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, ICC-ES AC58, ICC-ES AC193, or ICC-ES AC308 as appropriate for the substrate.
 - 1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

2.7 MISCELLANEOUS MATERIALS

- A. Installation Adhesives: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
 - 1. Adhesive used inside the weatherproofing system shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- B. Barrier Membrane: Self-adhesive, rubberized-asphalt compound, bonded to a high-density, polyethylene film to produce an overall thickness of not less than 0.064 inch.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Vycor Deck Protector, or equal.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Discard units of material with defects that impair quality of carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.
- D. Fit carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.

- E. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.
- F. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 2. ICC-ES evaluation report for fastener.
- G. Use fasteners of appropriate type and length. Predrill members when necessary to avoid splitting wood.

3.2 WOOD NAILERS, STRIPPING, AND BLOCKING

- A. Install where shown and where required for attaching other work. Cut and shape to required size. Coordinate locations with other work involved.
- B. Attach to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
- C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous barrier membrane separator between wood and metal decking.

3.3 INSTALLATION OF STRUCTURAL-USE PANELS

- A. General: Comply with applicable recommendations contained in APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
 - 1. Plywood Backing Panels: Nail or screw to supports.

END OF SECTION 061000

SECTION 062000 – FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes interior standing and running trim.
- B. Related Requirements:
 - 1. Division 06 Section "Rough Carpentry" for furring, blocking, and other carpentry work not exposed to view.
 - 2. Division 09 Section "Painting" for backpriming of finish carpentry.

1.3 ACTION SUBMITTALS

- A. Samples for Verification:
 - 1. For each species and cut of lumber products with nonfactory-applied finish, with 1/2 of exposed surface finished, 50 sq. in. for lumber.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Protect materials from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.
- B. Deliver interior finish carpentry materials only when environmental conditions meet requirements specified for installation areas. If interior finish carpentry materials must be stored in other than installation areas, store only where environmental conditions meet requirements specified for installation areas.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install interior finish carpentry until building is enclosed and weatherproof, wet work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

- B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.
 - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and the following grading rules:
 - 1. NHLA: National Hardwood Lumber Association, "Rules for the Measurement and Inspection of Hardwood & Cypress."
- B. Factory mark each piece of lumber with grade stamp of inspection agency indicating grade, species, moisture content at time of surfacing, and mill.
 - 1. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by inspection agency.

2.2 INTERIOR STANDING AND RUNNING TRIM

- A. Hardwood Lumber Trim for Transparent Finish (Stain or Clear Finish):
 - 1. Species and Grade: Clear, white, hard maple; NHLA.
 - 2. Maximum Moisture Content: 10 percent.
 - 3. Finger Jointing: Not allowed.
 - 4. Gluing for Width: Not allowed.
 - 5. Veneered Material: Not allowed.
 - 6. Face Surface: Surfaced (smooth).
 - 7. Matching: Selected for compatible grain and color.

2.3 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.
 - 1. Where finish carpentry materials are exposed in areas of high humidity, provide fasteners and anchorages with hot-dip galvanized coating complying with ASTM A 153.

- B. Sealants: Latex, complying with ASTM C 834, and with applicable requirements in Division 07 Section "Joint Sealants," recommended by sealant manufacturer and manufacturer of substrates for intended application.

2.4 FABRICATION

- A. Back out or kerf backs of the following members except those with ends exposed in finished work:
 - 1. Interior standing and running trim.
- B. Ease edges of lumber less than 1 inch in nominal thickness to 1/16-inch radius and edges of lumber 1 inch or more in nominal thickness to 1/8-inch radius.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours, unless longer conditioning is recommended by manufacturer.

3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, too small to fabricate with proper jointing arrangements, or with defective surfaces, sizes, or patterns.
- B. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 - 1. Scribe and cut finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 2. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.

3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
4. Coordinate finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate finish carpentry.

3.4 STANDING AND RUNNING TRIM INSTALLATION

- A. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches long, except where necessary. Stagger joints in adjacent and related standing and running trim. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints.
 1. Match color and grain pattern across joints.
 2. Install trim after gypsum board joint finishing operations are completed.
 3. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting. Fasten to prevent movement or warping. Countersink fastener heads on exposed carpentry work and fill holes.

3.5 ADJUSTING

- A. Replace finish carpentry that is damaged or does not comply with requirements. Finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing. Adjust joinery for uniform appearance.

3.6 CLEANING

- A. Clean finish carpentry on exposed and semiexposed surfaces. Touch up factory-applied finishes to restore damaged or soiled areas.

3.7 PROTECTION

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace interior finish carpentry materials that are wet, moisture damaged, and mold damaged.
 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 062000

SECTION 064000 – ARCHITECTURAL WOODWORK

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 custom plastic-laminate casework.
- B. Related Requirements:
 - 1. Division 06 Section "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing woodwork and concealed within other construction before woodwork installation.
 - 2. Division 06 Section "Finish Carpentry" for interior carpentry exposed to view that is not specified in this Section.
 - 3. Division 07 Section "Joint Sealants" for caulking of casework and/or countertops to abutting walls.
 - 4. Division 08 Section "Flush Wood Doors."
 - 5. Division 12 Section "Manufactured Plastic-Laminate-Clad Casework" for manufactured casework.

1.3 DEFINITIONS

- A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items, unless concealed within other construction before woodwork installation.
- B. Exposed Surfaces of Cabinets: Visible surfaces, including visible surfaces in open cabinets.
- C. Concealed Surfaces of Cabinets: Surfaces not usually visible after installation, including backs of cabinets installed directly against and completely concealed by walls or other cabinets.

1.4 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

1.5 PREINSTALLATION MEETINGS

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

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product, including panel products, high-pressure decorative laminate, adhesives for bonding plastic laminate, cabinet hardware and accessories, and finishing materials and processes.
 - 1. Product Data: For composite wood products and adhesives, documentation indicating that product contains no added urea formaldehyde.
 - 2. Laboratory Test Reports: For composite wood products, adhesives, and finishing materials, documentation indicating that products comply with requirements for low-emitting materials.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
 - 1. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 - 2. Show locations and sizes of cutouts and holes, installed in architectural woodwork.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available for each type of material indicated.
 - 1. Plastic laminates.
 - 2. PVC edge material.
- D. Samples for Verification: For the following:
 - 1. Plastic-laminate-clad panel products, 8 by 10 inches, for each type, color, pattern, and surface finish and specified edge material applied to 1 edge.
 - 2. PVC edge material, manufacturer's standard size.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.8 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing architectural woodwork similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Installer Qualifications: Fabricator of products.
- C. Single-Source Responsibility: Arrange for production of custom architectural woodwork by a single firm.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed and indicate measurements on Shop Drawings.
- C. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 ARCHITECTURAL WOOD CABINETS, GENERAL

- A. Quality Standard: Unless otherwise indicated, comply with AWI/AWMAC/WI's "Architectural Woodwork Standards." for grades of interior architectural woodwork, construction, finishes, and other requirements.
 - 1. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.

2.2 CUSTOM PLASTIC-LAMINATE CABINETS

- A. Grade: Premium.
- B. Quality Standard: Comply with AWS Section 10 requirements for laminate cabinets.
- C. Sides, Dividers, Tops, Bottoms, Shelves, and Stretchers: 3/4-inch-thick particleboard; 1-inch-thick for shelves over 32-inches wide. Provide stretchers for top of base cabinets.
- D. Back Panels: 1/2-inch-thick particleboard with melamine laminate finish on both sides for balanced construction. Edges shall be rabbeted to fit into sides, tops, and bottoms.
 - 1. Balanced with textured 0.020-inch-thick high-pressure cabinet liner, CLS. Color as selected by Architect from manufacturer's full range of standard colors.
- E. Laminate Cladding for Exposed Surfaces: High-pressure decorative laminate complying with the following requirements:
 - 1. Horizontal Surfaces Other Than Tops: HGS.
 - 2. Vertical Surfaces: VGS.
 - 3. Edges: PVC tape, 3 mm minimum thickness, matching laminate in color, pattern, and finish.
- F. Materials for Concealed Surfaces: Backing Sheet, BKL, 0.020-inch nominal thickness.
- G. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. Provide Architect's selections from **ANY OF THE SPECIFIED** laminate manufacturer's **FULL** range of colors and finishes in the following categories:
 - a. **ANY PATTERN AVAILABLE.**

2.3 MATERIALS

- A. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of interior architectural woodwork and quality grade specified unless otherwise indicated.
1. Composite Wood Products:
 - a. Products shall be made without added urea formaldehyde.
 - b. Products shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
 2. Particleboard: ANSI A208.1, Grade M-2, with a minimum density of 45 pcf, internal bond of 65 psi, and minimum screw-holding capacity of 225 lbs. on faces and 200 lbs. on edges.
 3. Hardboard: AHA A135.4.
- B. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated, or if not indicated, as required by woodwork quality standard.
1. Manufacturer: Subject to compliance with requirements, provide high-pressure decorative laminates by **ANY OR ALL** of the following:
 - a. Formica Corporation.
 - b. Nevamar Company, LLC; Decorative Products Div.
 - c. Panolam Industries International Incorporated.
 - d. Wilsonart International; Div. of Premark International, Inc.
- C. Edgework for Plastic Laminate: Rigid PVC extrusions, solid, high-impact, through-color with satin finish, acid resistant, pre-lamination-primed edging, machine applied with hot-melt adhesives, automatically trimmed face, back, and corners for uniform appearance, buffed and corner-radiused for consistent design.
1. Product: Subject to compliance with requirements, provide edgework products by one of the following:
 - a. Doellken-Woodtape.
 - b. Rehau Industries, LLC.
 2. Thickness: 3 mm.
 3. PVC Edgework Color: As selected by Architect from manufacturer's full range of solids, woodgrains, and patterns.
- D. Rubber Stair Treads with Integrated Riser: ASTM F 2169.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Johnsonite; A Tarkett Company; Fast Lane CFLTR, or equal.
 2. Material Requirement: Type TS (rubber, vulcanized thermoset).

3. Surface Design:
 - a. Class: 1 (smooth, flat).
4. Nosing Style: Square.
5. Nosing Height: 1-1/2 inches.
6. Thickness: 1/4 inch and tapered to back edge.
7. Size: Lengths and depths to fit in one piece.
8. Integrated Risers: Smooth, 0.100-inch thick, one-piece tread and riser.
9. Colors and Patterns: As selected by Architect from full range of industry colors.
10. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
 - a. Adhesives shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.4 CABINET HARDWARE

A. Coat Hooks:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Richelieu Hardware; 237BCV Utility Metal Hook, Brushed Chrome, or equal.

2.5 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.

B. Screws: Select material, type, size, and finish required for each use. Comply with ASME B18.6.1 for applicable requirements.

C. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

D. Adhesives:

1. Do not use adhesives that contain added urea formaldehyde.
2. Use adhesives that meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

E. Adhesive for Bonding Plastic Laminate: PVA.

F. Adhesive for Bonding Edges: Hot-melt adhesive.

- G. Installation Adhesive: Product recommended by fabricator for each substrate for secure anchorage.
 - 1. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.6 FABRICATION, GENERAL

- A. Woodwork Grade: Provide **PREMIUM** grade woodwork complying with the referenced quality standard.
- B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.
- C. Fabricate woodwork to dimensions, profiles, and details indicated.
- D. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements indicated on Shop Drawings before disassembling for shipment.
- E. Shop cut openings, to maximum extent possible, to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine architectural woodwork materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- C. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing.

3.3 INSTALLATION

- A. Quality Standard: Install woodwork to comply with applicable AWS Section for the same grade specified in Part 2 of this Section for type of woodwork involved.
- B. Assemble woodwork and complete fabrication at Project site to comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.
- C. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, too small to fabricate with proper jointing arrangements, or with defective surfaces, sizes, or patterns.
- D. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches.
- E. Scribe and cut woodwork to fit adjoining work, and refinish cut surfaces and repair damaged finish at cuts.
- F. Cabinets: Install without distortion and accurately aligned. Complete installation of hardware and accessory items as indicated.
 - 1. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
- G. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.
- H. Rubber Stair Treads with Integrated Riser:
 - 1. Install according to manufacturer's written instructions.
 - 2. Tightly adhere to substrates throughout length of each piece.

3.4 ADJUSTING AND CLEANING

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.

- B. Clean woodwork surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064000

SECTION 079200 - JOINT SEALANTS

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. Silicone joint sealants.
2. Urethane joint sealants.
3. Latex joint sealants.
4. Solvent-release-curing joint sealants.

- B. Related Requirements:

1. Division 04 Section "Unit Masonry" for masonry control and expansion joint fillers and gaskets.
2. Division 07 Section "Penetration Firestopping" for sealing joints in fire-resistance-rated construction.
3. Division 08 Section "Glazing" for glazing sealants.
4. Division 09 Section "Gypsum Board Assemblies" for sealing perimeter joints.

1.3 PREINSTALLATION MEETINGS

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

1.4 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.

1. Laboratory Test Reports: For sealants, indicating compliance with requirements for low-emitting materials.

- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.
- C. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- D. Warranties: Special warranties specified in this Section.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
 2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.

1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 2. Conduct field tests for each application indicated below:
 - a. Each kind of sealant and joint substrate indicated.
 3. Notify Architect seven days in advance of dates and times when test joints will be erected.

4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.8 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.9 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Urethane Sealant Warranty Period: 5 years from date of Substantial Completion.
 2. Silicone Sealant Warranty Period: 20 years from date of Substantial Completion.

- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
 - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. VOC Content of Sealants:
 - 1. Sealant used inside the weatherproofing system shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- D. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 MILDEW-RESISTANT JOINT SEALANTS

- A. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Pecora Corporation; 898, Translucent.
 - b. Tremco; Tremsil 600 Clear.

2.3 SOLVENT-RELEASE-CURING JOINT SEALANTS

- A. Butyl-Rubber-Based Joint Sealant: ASTM C 1311.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Bostik, Inc.; Chem-Calk 300.
 - b. Pecora Corporation; BC-158.
 - c. Tremco Incorporated; Tremco Butyl Sealant.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean,

sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

- a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
3. Remove laitance and form-release agents from concrete.
 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application JS-1 : Interior joints between plumbing fixtures and adjoining walls, floors, and counters; and joints in vertical surfaces of ceramic tile in toilet rooms.
 - 1. Joint Sealant: Mildew-resistant, single-component, nonsag, neutral curing, silicone.
 - 2. Joint-Sealant Color: Clear.

- B. Joint-Sealant Application JS-2 : Bedding for thresholds.
 - 1. Joint Sealant: Butyl rubber based.

END OF SECTION 079200

SECTION 090561.13 - MOISTURE VAPOR EMISSION CONTROL

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 fluid-applied, resin-based, membrane-forming systems that control the moisture-vapor-emission rate of high-moisture, interior concrete to prepare it for floor covering installation.

1.3 ALLOWANCES

- A. Concrete MVE-control systems are part of Moisture Vapor Emission Control Allowance.

1.4 DEFINITIONS

- A. MVE: Moisture vapor emission.
- B. MVER: Moisture vapor emission rate.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Sustainable Design Submittals:
 - 1. Laboratory Test Reports: For coatings, indicating compliance with requirements for low-emitting materials.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each MVE-control system, for tests performed by manufacturer and witnessed by a qualified testing agency.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Employs factory-trained personnel who are available for consultation and Project-site inspection.
- B. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating directions for storage and mixing with other components.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Comply with MVE-control system manufacturer's written instructions for substrate and ambient temperatures, humidity, ventilation, and other conditions affecting system installation.
 - 1. Store system components in a temperature-controlled environment and protected from weather and at ambient temperature of not less than 65 deg F and not more than 85 deg F at least 48 hours before use.
 - 2. Maintain ambient temperature and relative humidity in installation areas within range recommended in writing by MVE-control system manufacturer, but not less than 65 deg F or more than 85 deg F and not less than 40 or more than 60 percent relative humidity, for 48 hours before installation, during installation, and for 48 hours after installation unless longer period is recommended in writing by manufacturer.
 - 3. Install MVE-control systems where concrete surface temperatures will remain a minimum of 5 deg F higher than the dew point for ambient temperature and relative humidity conditions in installation areas for 48 hours before installation, during installation, and for 48 hours after installation unless longer period is recommended in writing by manufacturer.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. MVE-Control System Capabilities: Capable of suppressing MVE without failure where installed on concrete that exhibits the following conditions:
 - 1. MVER: Maximum 25 lb of water/1000 sq. ft. when tested according to ASTM F 1869.
 - 2. Relative Humidity: Maximum 90 percent when tested according to ASTM F 2170 using in situ probes.

- B. Water-Vapor Transmission: Through MVE-control system, maximum 0.10 perm when tested according to ASTM E 96/E 96M.
- C. Tensile Bond Strength: For MVE-control system, greater than 200 psi with failure in the concrete according to ASTM D 7234.

2.2 MVE-CONTROL SYSTEM

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. ARDEX Americas.
 - 2. BASF Corporation.
 - 3. KOSTER American Corporation.
 - 4. MAPEI Corporation.
- B. MVE-Control System: ASTM F 3010-qualified, fluid-applied, two-component, epoxy-resin, membrane-forming system; formulated for application on concrete substrates to reduce MVER to level required for installation of floor coverings indicated and acceptable to manufacturers of floor covering products indicated, including adhesives.
 - 1. Substrate Primer: Provide MVE-control system manufacturer's concrete-substrate primer if required for system indicated by substrate conditions.
 - 2. Cementitious Underlayment Primer: If required for subsequent installation of cementitious underlayment products, provide MVE-control system manufacturer's primer to ensure adhesion of products to MVE-control system.
 - 3. Low-Emitting Materials: Verify coating complies with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.3 ACCESSORIES

- A. Patching and Leveling Material: Moisture-, mildew-, and alkali-resistant product recommended in writing by MVE-control system manufacturer and with minimum of 3000-psi compressive strength after 28 days when tested according to ASTM C 109/C 109M.
- B. Crack-Filling Material: Resin-based material recommended in writing by MVE-control system manufacturer for sealing concrete substrate crack repair.
- C. Cementitious Underlayment: Where indicated, and where required to maintain manufacturer's warranty, provide MVE-control system manufacturer's recommended hydraulic cement-based underlayment.
 - 1. Refer to Division 03 Section "Hydraulic Cement Underlayment," for hydraulic-cement-based formulation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for maximum moisture content, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Installation of system indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Preinstallation Testing:
 - 1. Testing Agency: Owner will engage a qualified testing agency to perform tests.
 - 2. Alkalinity Testing: Perform pH testing according to ASTM F 710. Install MVE-control system in areas where pH readings are less than 7.0 and in areas where pH readings are greater than 8.5.
 - 3. Moisture Testing: Perform tests so that each test area does not exceed 1000 sq. ft., and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Anhydrous Calcium Chloride Test: ASTM F 1869. Install MVE-control system in locations where concrete substrate MVER exceeds 3 lb of water/1000 sq. ft. in 24 hours.
 - b. Internal Relative Humidity Test: Using in situ probes, ASTM F 2170. Install MVE-control system in locations where concrete substrates exhibit relative humidity level greater than 75 percent.
 - 4. Tensile-Bond-Strength Testing: For typical locations indicated to receive installation of MVE-control system, install minimum 100-sq. ft. area of MVE-control system to prepared concrete substrate and test according to ASTM D 7234.
 - a. Proceed with installation only where tensile bond strength is greater than 200 psi with failure in the concrete.
- B. Concrete Substrates: Prepare and clean substrates according to MVE-control system manufacturer's written instructions to ensure adhesion of system to concrete.
 - 1. Remove coatings and other substances that are incompatible with MVE-control system and that contain soap, wax, oil, or silicone, using mechanical methods recommended in writing by MVE-control system manufacturer. Do not use solvents.
 - 2. Provide concrete surface profile complying with ICRI 310.2R CSP 3 by shot blasting using apparatus that abrades the concrete surface with shot, contains

- the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.
3. After shot blasting, repair damaged and deteriorated concrete according to MVE-control system manufacturer's written instructions.
 4. Protect substrate voids and joints to prevent resins from flowing into or leaking through them.
 5. Fill surface depressions and irregularities with patching and leveling material.
 6. Fill surface cracks, grooves, control joints, and other nonmoving joints with crack-filling material.
 7. Allow concrete to dry, undisturbed, for period recommended in writing by MVE-control system manufacturer after surface preparation, but not less than 24 hours.
 8. Before installing MVE-control systems, broom sweep and vacuum prepared concrete.
- C. Protect walls, floor openings, electrical openings, door frames, and other obstructions during installation.

3.3 INSTALLATION

- A. General: Install MVE-control system according to ASTM F 3010 and manufacturer's written instructions to produce a uniform, monolithic surface free of surface deficiencies such as pin holes, fish eyes, and voids.
1. Install primers as required to comply with manufacturer's written instructions.
- B. Do not apply MVE-control system across substrate expansion, isolation, and other moving joints.
- C. Apply system, including component coats if any, in thickness recommended in writing by MVE-control system manufacturer for MVER indicated by preinstallation testing.
- D. Cure MVE-control system components according to manufacturer's written instructions. Prevent contamination or other damage during installation and curing processes.
- E. After curing, examine MVE-control system for surface deficiencies. Repair surface deficiencies according to manufacturer's written instructions.
- F. Install cementitious underlayment over cured membrane where indicated, and where required to maintain manufacturer's warranty and in thickness required to maintain the warranty.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform installation inspections.

- B. Installation Inspections: Inspect substrate preparation and installation of system components to ensure compliance with manufacturer's written instructions and to ensure that a complete MVE-control system is installed without deficiencies.
 - 1. Verify that surface preparation meets requirements.
 - 2. Verify that component coats and complete MVE-control-system film thicknesses comply with manufacturer's written instructions.
 - 3. Verify that MVE-control-system components and installation areas that evidence deficiencies are repaired according to manufacturer's written instructions.
- C. MVE-control system will be considered defective if it does not pass inspections.

3.5 PROTECTION

- A. Protect MVE-control system from damage, wear, dirt, dust, and other contaminants before floor covering installation. Use protective methods and materials, including temporary coverings, recommended in writing by MVE-control system manufacturer.
- B. Do not allow subsequent preinstallation examination and testing for floor covering installation to damage, puncture, or otherwise compromise the MVE-control system membrane.

END OF SECTION 090561.13

SECTION 096513 – RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Resilient base.
- 2. Resilient molding accessories.

- B. Related Requirements:

- 1. Division 09 Section " Quartz Resilient Floor Tile" for quartz resilient floor tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product specified.

- B. Sustainable Design Submittals:

- 1. Laboratory Test Reports: For resilient base and accessories, and adhesives, indicating compliance with requirements for low-emitting materials.
- 2. Environmental Product Declaration: For each product.

- C. Samples for Verification: For each type of product indicated, in manufacturer's standard sizes, but not less than 12 inches long, of each resilient product color, texture, and pattern required.

- D. Product Schedule: For resilient base and accessory products. Use same designations indicated on Drawings.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.

- 1. Furnish not less than 10 linear feet for each 500 linear feet or fraction thereof, of each different type, color, pattern, and size of resilient product installed.
- 2. Deliver extra materials to Owner.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer to perform work of this Section who has specialized in installing resilient products similar to those required for this Project and with a record of successful in-service performance.
- B. Source Limitations: Obtain each type and color of product specified from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.
- C. Mockups: Provide resilient products with mockups specified in other Sections.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to Project site in manufacturer's original, unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store products in dry spaces protected from the weather, with ambient temperatures maintained between 50 and 90 deg F.
- C. Move products into spaces where they will be installed at least 48 hours before installation, unless longer conditioning period is recommended in writing by manufacturer.

1.7 FIELD CONDITIONS

- A. Maintain a temperature of not less than 70 deg F or more than 95 deg F in spaces to receive resilient products for at least 48 hours before installation, during installation, and for at least 48 hours after installation, unless manufacturer's written recommendations specify longer time periods. After postinstallation period, maintain a temperature of not less than 55 deg F or more than 95 deg F.
- B. Do not install products until they are at the same temperature as the space where they are to be installed.
- C. For resilient products installed on traffic surfaces, close spaces to traffic during installation and for time period after installation recommended in writing by manufacturer.
- D. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Verify products comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.2 THERMOSET RESILIENT BASE

- A. Resilient Base:

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
 - b. Flexco.
 - c. Johnsonite; A Tarkett Company; BaseWorks.
 - d. Nora Systems, Inc.
 - e. Roppe Corporation, U.S.A.

- B. Resilient Base Standard: ASTM F 1861.

- 1. Material Requirement: Type TS (rubber, thermoset).
- 2. Manufacturing Method: Group I (solid, homogeneous).
- 3. Style and Location:
 - a. Style B, Cove: Provide in areas with resilient floor coverings.

- C. Thickness: 0.125 inch.

- D. Height: 6 inches.

- E. Lengths: Coils in manufacturer's standard length.

- F. Outside Corners: Job formed or preformed.

- G. Inside Corners: Job formed or preformed.

- H. Colors and Patterns: As indicated on Drawings, or if not indicated, as selected by Architect from full range of industry colors.

2.3 RESILIENT MOLDING ACCESSORY

A. Resilient Molding Accessories:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
 - b. Flexco.
 - c. Johnsonite; A Tarkett Company.
 - d. Nora Systems, Inc.
 - e. Roppe Corporation, U.S.A.

B. Description: Provide the following types of resilient edge molding accessories at edges of and joints between floor coverings:

1. Reducer strip for resilient floor covering.
2. Joiner for tile and carpet.

C. Material: Rubber.

D. Profile and Dimensions:

1. Tapered or bullnose edge.
2. Minimum nominal thickness: 1/8-inch.
3. Width: 1-inch.

E. Colors and Patterns: As indicated on Drawings, or if not indicated, as selected by Architect from manufacturer's full range.

2.4 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

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 resilient products.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are same temperature as the space where they are to be installed.
 - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
- G. Corners: Either premolded installed before straight pieces, or job-formed from straight pieces of maximum lengths possible, without producing discoloration (whitening) at bends. Shave back of base at points where bends occur and remove strips perpendicular to length of base that are only deep enough to produce a snug fit without removing more than half the wall base thickness.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet and resilient floor covering that would otherwise be exposed, and joiner moldings between dissimilar flooring materials.

3.5 CLEANING AND PROTECTING

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Clean surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient accessory products until Substantial Completion.
 - 1. Include nonstaining construction-grade natural kraft paper secured with non-tacky blue floor tape, and in areas affected by rolling traffic, moving objects, or stored materials, include hardboard-panel protection.

END OF SECTION 096513

SECTION 096523 –RESILIENT FLOOR TILE

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 quartz resilient floor tile.
- B. Related Requirements:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 09 Section "Resilient Wall Base and Accessories" for resilient base, reducer strips, and other accessories installed with resilient floor coverings.

1.3 PREINSTALLATION MEETINGS

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

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Laboratory Test Reports: For flooring products, adhesives and sealants, indicating compliance with requirements for low-emitting materials.
- B. Sustainable Design Submittals:
 - 1. Laboratory Test Reports: For adhesives and sealants, indicating compliance with requirements for low-emitting materials.
 - 2. Environmental Product Declaration: For each product.
- C. Shop Drawings: For each type of floor tile. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 1. Show details of special patterns.
- D. Samples for Initial Selection: For each type of floor tile indicated.
- E. Samples for Verification: Full-size units of each color and pattern of floor tile required.

- F. Product Schedule: For floor tile. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.7 MATERIALS MAINTENANCE 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. Floor Tile: Furnish 1 box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation indicated.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store floor tiles on flat surfaces.

1.10 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.

- E. Install floor tile after other finishing operations, including painting, have been completed.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace quartz resilient floor tile that fails in materials or workmanship within specified warranty period.

- 1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type, color, and pattern of product specified from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.

2.2 PERFORMANCE REQUIREMENTS

- A. Verify flooring products comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.3 QUARTZ RESILIENT FLOOR TILE (QTZ)

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings, or equal.
- B. Tile Standard: ASTM F 1066, Class 1, Type A.
- C. Static Load Limit: ASTM F 970, 3500 psi.
- D. Slip Resistance: ASTM C 1028; dry 0.50, dynamic coefficient of friction not less than 0.42.
- E. Wearing Surface: Smooth.
- F. Thickness: 0.08 inch, unless indicated otherwise.
- G. Size: 24 by 24 inches, unless indicated otherwise.
- H. Colors and Patterns: As indicated on Drawings.

2.4 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Two-part, solvent-free polyurethane adhesive, designed for high strength, recommended by manufacturer to suit floor tile and substrate conditions indicated.
 - 1. Verify adhesive complies with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- C. Joint Sealant for Quartz Resilient Floor Tile: Silicone sealant of type and grade recommended in writing by floor tile manufacturer to suit resilient terrazzo floor tile.
 - 1. Verify sealant complies with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- D. Sealers and Finish Coats for Quartz Resilient Floor Tile: Products recommended by floor tile manufacturer for quartz resilient floor tile.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.

2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
 3. Where resilient floor coverings are installed over moisture-vapor emission control system, or where floor coverings have been removed in areas of new resilient floor coverings, prepare flooring substrates to comply with requirements of Division 03 Section "Hydraulic Cement Underlayment" and floorcovering manufacturer.
 4. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
 5. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 5 lb of water/1000 sq. ft. in 24 hours.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
1. Include an allowance of one 10-pound bag per 1000 square feet of tile area.
- D. Do not install floor tiles until they are same temperature as space where they are to be installed.
1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 1. Lay tiles square with room axis.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
 1. Lay tiles with grain direction alternating in adjacent tiles (basket-weave pattern), unless indicated otherwise.

- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.
- G. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- H. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- I. Hand roll tiles according to tile manufacturer's written instructions.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Sealers and Finish Coats: Remove soil, visible adhesive, and surface blemishes from resilient terrazzo floor tile surfaces before applying liquid cleaners, sealers, and finish products.
 - 1. Sealer: Apply two base coats of liquid sealer.
 - 2. Finish: Apply two coats of liquid floor finish.
- E. Cover floor tile until Substantial Completion with undyed, untreated building paper.

- F. Do not move heavy and sharp objects directly over floor surfaces. Place plywood or hardboard panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.

END OF SECTION 096523

SECTION 096813 - TILE CARPETING

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, tufted carpet tile.
- B. Related Requirements:
 - 1. Division 09 Section "Resilient Base and Accessories" for resilient wall base and accessories installed with tile carpeting.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to carpet tile installation including, but not limited to, the following:
 - a. Review delivery, storage, and handling procedures.
 - b. Review ambient conditions and ventilation procedures.
 - c. Review subfloor preparation procedures.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
 - 2. Include installation recommendations for each type of substrate.
- B. Sustainable Design Submittals:
 - 1. Laboratory Test Reports: For flooring products and adhesives, indicating compliance with requirements for low-emitting materials.
- C. Shop Drawings: For carpet tile installation, plans showing the following:
 - 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
 - 2. Carpet tile type, color, and dye lot.
 - 3. Type of subfloor.
 - 4. Type of installation.
 - 5. Pattern of installation.

6. Pattern type, location, and direction.
7. Pile direction.
8. Type, color, and location of insets and borders.
9. Type, color, and location of edge, transition, and other accessory strips.
10. Transition details to other flooring materials.

D. Samples for Verification: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

1. Carpet Tile: Full-size Sample.
2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch-long Samples.

E. Product Schedule: For carpet tile. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
- C. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For tile carpeting to include in maintenance manuals specified in Division 01. Include the following:
 1. Methods for maintaining tile carpeting, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 2. Precautions for cleaning materials and methods that could be detrimental to tile carpeting.

1.7 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. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 10 sq yd.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.
 1. Build mockups at locations selected by Architect, not less than 144 sq ft.
 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI's "CRI Carpet Installation Standard."

1.10 FIELD CONDITIONS

- A. Comply with the Carpet and Rug Institute's CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- C. Do not install tile carpeting over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by tile carpeting manufacturer.
- D. Where demountable partitions or other items are indicated for installation on top of tile carpeting, install tile carpeting before installing these items.

1.11 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Warranty does not include deterioration or failure of tile carpeting due to unusual traffic, failure of substrate, vandalism, or abuse.
 - 2. Failures include, but are not limited to, the following:
 - a. More than 10 percent edge raveling, snags, and runs.
 - b. Dimensional instability.
 - c. Excess static discharge.
 - d. Loss of tuft-bind strength.
 - e. Loss of face fiber.
 - f. Delamination.
 - 3. Warranty Period: Not less than 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE

- A. Product: Subject to compliance with requirements, provide the product indicated on the Drawings, or a comparable product by one of the following:
 - 1. Interface, LLC.
 - 2. Mohawk Group (The); Mohawk Carpet, LLC.
 - 3. Shaw Contract Group; a Berkshire Hathaway company.
 - 4. Tandus; a Tarkett company.

- B. Color: As indicated on Drawings.
- C. Backing: Manufacturer's standard 100-percent recycled content backing with Green Label Plus certification.
- D. Sustainable Design Requirements:
 - 1. Verify flooring products comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- E. Installation: As indicated on Drawings, or if not indicated, as selected by Architect.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided by or recommended by tile carpeting manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.
 - 1. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- C. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.
 - 1. Available Product: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, 3M Industrial Adhesives and Tapes Division; Clean-Walk Mats.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.
- B. Examine carpet tile for type, color, pattern, and potential defects.

- C. Concrete Slabs: Verify that finishes comply with requirements specified in Division 03 "Cast-in-Place Concrete" and that surfaces are free of cracks, ridges, depressions, scale, and foreign deposits.
 - 1. Moisture Testing: Perform tests so that each test area does not exceed 1000 sq ft, and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq ft in 24 hours.
 - b. Relative Humidity Test: Using in situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
 - c. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with the Carpet and Rug Institute's CRI 104 and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider, and protrusions more than 1/32 inch unless more stringent requirements are required by manufacturer's written instructions.
- C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.
 - 1. Where floor coverings are installed over moisture-vapor emission control system, or where floor coverings have been abated, or where floor coverings have been removed in areas of new floor coverings, prepare flooring substrates and provide hydraulic cement underlayment to comply with Division 03 Section "Hydraulic Cement Underlayment" and floorcovering manufacturer.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.
- E. Install dust-control adhesive-surface walk-off mats at each access location to areas receiving carpeting. As adhesive sheets become soiled, peel off to expose clean adhesive sheet during the remainder of construction period.

3.3 INSTALLATION

- A. General: Comply with the Carpet and Rug Institute's CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: Glue down; install every tile with full-spread, releasable, pressure-sensitive adhesive.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Maintain pile-direction patterns indicated.
- E. Cut and fit tile carpeting to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by tile carpeting manufacturer.
- F. Extend tile carpeting into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.
- I. When tile carpeting is installed on both sides of interior all-glass walls or storefront systems, align carpet joints, seams, and edges.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing tile carpeting:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by tile carpeting manufacturer.
 - 2. Remove yarns that protrude from tile carpeting surface.
 - 3. Vacuum tile carpeting using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with the Carpet and Rug Institute's CRI 104, Section 13.7.
- C. Protect tile carpeting against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by tile carpeting manufacturer.
 - 1. Include nonstaining construction-grade natural kraft paper secured with non-tacky blue floor tape, and in areas affected by rolling traffic, moving objects, or stored materials, include hardboard-panel protection.

END OF SECTION 096813

SECTION 099100 – PAINTING

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 surface preparation and the application of paint systems on interior and exterior substrates.
- B. Related Requirements:

1.3 DEFINITIONS

- A. Gloss Level 4: Eggshell refers to low-sheen finish with a gloss range between 20 and 35 at 85 degrees, according to ASTM D 523.
- B. Gloss Level 5: Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Sustainable Design Submittals:
 - 1. Laboratory Test Reports: For paints and coatings, indicating compliance with requirements for low-emitting materials.
- C. Samples for Initial Selection: For each type of topcoat product.
- D. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Submit stain Samples on representative samples of actual wood substrates, 8 inches square or 8 inches long.
 - 5. Label each Sample for location and application area.

- E. Product List: For each product indicated, include the following:
 - 1. Cross-reference to finish system and locations of application areas. Use same designations indicated on Drawings and in schedules.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint Finishes: 5 percent, but not less than 1 gal. of each material and color applied.
 - 2. Coating Maintenance Manual: Upon conclusion of the project, the contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating 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.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect 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.
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.
 - 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.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. 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.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply paints and finishes only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints and finishes when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Do not apply exterior finishes in snow, rain, fog, or mist.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Benjamin Moore & Co. (BM)
 - 2. Glidden Professional Paints. (GP)
 - 3. PPG Architectural Finishes, Inc. (PPG)
 - 4. Pratt & Lambert. (P&L)
 - 5. Sherwin-Williams Company (The). (S-W)

2.2 MATERIALS, 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 finish system and on substrate indicated.
- B. Low-Emitting Materials: Interior paints and coatings used inside the waterproofing system shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. Colors: As indicated in color schedules on Drawings, or if not indicated, as selected by Architect from manufacturer's full range.

- D. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
 - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

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 work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Masonry (Clay and CMU): 12 percent.
 - 3. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Maintenance Repainting Manual" and "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that 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 dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
 - 2. Remove grade stamps and pencil marks from wood by sanding lightly. Remove loose wood fibers by brushing.
- D. Masonry Substrates: Remove 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.
- E. Non-Shop-Primed Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer, but not less than the following:
 - 1. SSPC-SP 3, "Power Tool Cleaning."
- F. 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.
- G. 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.

3.3 APPLICATION

- A. Apply paints and finishes according to manufacturer's written instructions and to recommendations in "MPI Architectural Painting Specification Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Finish 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.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. 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.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints and finishes 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.

- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed in equipment rooms:
 - a. Uninsulated metal piping.
 - b. Uninsulated plastic piping.
 - c. Pipe hangers and supports.
 - d. Metal conduit.
 - e. Plastic conduit.
 - f. Tanks that do not have factory-applied final finishes.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 2. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
 3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

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 and finish 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.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Steel Substrates:

- 1. Semi-Gloss Acrylic-Enamel Finish: Two finish coats over a primer over shop primer.
 - a. 1st Coat: S-W Industrial Pro-Cryl Universal Primer, B66-1310 Series: Applied at a dry film thickness of not less than 4.0 mils (8.0 mils wet).
 - b. 2nd and 3rd Coats: S-W Metalatex Semi-Gloss, B42 Series: Applied at a dry film thickness of not less than 1.5 mils (4.0 mils wet) per coat.
 - c. 2nd and 3rd Coats: S-W ProIndustrial Acrylic Semi-Gloss, B66 Series: Applied at a dry film thickness of not less than 1.5 mils (4.0 mils wet) per coat.

B. Galvanized-Metal Substrates:

- 1. Semi-Gloss Finish: Two finish coats over a primer:
 - a. Additional Preparation:
 - 1) Clean galvanized steel with Simple Green All Purpose Cleaner.
 - 2) Wipe galvanized steel with H&C Clean and Etch, diluted 1:1 with water.
 - 3) Rinse with clean water.
 - b. 1st Coat: S-W Industrial Pro-Cryl Universal Primer, B66-1310 Series: Applied at a dry film thickness of not less than 4.0 mils (8.0 mils wet).
 - c. 2nd and 3rd Coats: S-W ProIndustrial Acrylic Semi-Gloss, B66 Series: Applied at a dry film thickness of not less than 1.5 mils (4.0 mils wet) per coat.

C. Metal Railings, Hollow Metal Doors and Frames Substrates:

- 1. Semi-Gloss Urethane Finish: One finish coats over a primer.
 - a. 1st Coat: S-W Macropoxy 646 - 100 Fast Cure Epoxy, B58-620 Series. Applied at a dry film thickness of not less than 3 mils (7.0 mils wet).
 - b. 2nd Coat: S-W Acrolon 218 Acrylic Polyurethane Semi-Gloss, B65-650 Series. Applied at a dry film thickness of not less than 3.0 mils (4.5 mils wet).

D. Existing Porcelain-Enamel-Coated Fascia:

1. Gloss Finish: Two finish coats over a primer:
 - a. Preparation: Clean surfaces of foreign material. Dull coating by abrading surfaces. Apply a test area, allowing paint to dry one week before testing adhesion according to ASTM D3359. If adhesion is poor, remove previous coating.
 - b. 1st Coat: S-W DTM Bonding Primer, B66A50 Series. (5.0 mils wet, 2.0 mils dry).
 - c. 2nd and 3rd Coats: S-W Pro Industrial Waterbased Acrolon 100, B65-720 Series. Applied at a dry film thickness of not less than 1.8 - 3.6 mils (4.0 - 8.0 mils wet) per coat.

3.7 INTERIOR PAINTING SCHEDULE

A. CMU Substrates:

1. Semi-Gloss Finish: Two finish coats over heavy-duty block filler.
 - a. 1st Coat: S-W Pro Industrial Heavy Duty Block Filler B42W150: Applied at a dry film thickness of not less than 14.0 mils (26.0 mils wet).
 - b. 2nd and 3rd Coats: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series: Applied at a dry film thickness of not less than 1.7 mils (4 mils wet) per coat.
2. Semi-Gloss Urethane Finish: Two finish coats over a primer over shop primer.
 - a. 1st Coat: S-W Pro Industrial Heavy Duty Block Filler B42W150: Applied at a dry film thickness of not less than 14.0 mils (26.0 mils wet).
 - b. 2nd and 3rd Coats: S-W Pro Industrial Waterbased Alkyd Urethane, Semi Gloss, B53W1150 (Extra-White base only): Applied at a dry film thickness of not less than 1.4 to 1.7 mils dry (4.0 to 5.0 mils wet) per coat.

B. Steel Substrates:

1. Semi-Gloss Acrylic-Enamel Finish: Two finish coats over a primer over shop primer.
 - a. 1st Coat: S-W Pro Industrial Pro-Cryl Primer B66-1310 Series. Applied at a dry film thickness of 1.9 to 3.8 mils (5.0 to 12.0 mils wet).
 - b. 2nd and 3rd Coats: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series: Applied at a dry film thickness of not less than 1.7 mils (4 mils wet) per coat.

C. Steel Railings, Hollow Metal Doors and Frames:

1. Semi-Gloss Urethane Finish: Two finish coats over a primer over shop primer.
 - a. 1st Coat: S-W Pro Industrial Pro-Cryl Primer B66-1310 Series. Applied at a dry film thickness of 1.9 to 3.8 mils (5.0 to 12.0 mils wet).
 - b. 2nd and 3rd Coats: S-W Pro Industrial Waterbased Alkyd Urethane, Semi Gloss, B53W1150 (Extra-White base only): Applied at a dry film thickness of not less than 1.4 to 1.7 mils dry (4.0 to 5.0 mils wet) per coat.
2. Fluid-Applied Insulating Coatings:
 - a. Primer: Tnemec Company; Tneme-Zinc Series 90E-92; Applied at a dry film thickness of not less than 2.5 mils dry.
 - b. 1st Coat: Tnemec Company; Tnemec Aerolon Series 971 Aerogel-Based Thermally Insulative Coating; Applied at a dry film thickness of not less than 30 to 300 mils applied in multiple applications to specified R-value.
 - 1) R-Value: As indicated on Drawings.
 - c. 2nd Coat: Tnemec Company; Tnemec Series 1028 Enduratone: Applied at a dry film thickness of not less than 2.0 to 3.0 mils dry.

D. Galvanized-Metal Substrates:

1. Semi-Gloss Acrylic-Enamel Finish: Two finish coats over a primer.
 - a. Additional Preparation:
 - 1) Clean galvanized steel with Simple Green All Purpose Cleaner.
 - 2) Wipe galvanized steel with H&C Clean and Etch, diluted 1:1 with water.
 - 3) Rinse with clean water.
 - b. 1st Coat: S-W Pro Industrial Pro-Cryl Primer B66-1310 Series. Applied at a dry film thickness of 1.9 to 3.8 mils (5.0 to 12.0 mils wet).
 - c. 2nd and 3rd Coats: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series: Applied at a dry film thickness of not less than 1.7 mils per coat (4 mils wet).

E. Gypsum Board Substrates:

1. Ceilings – Low-Luster (Flat) Acrylic-Enamel Finish: Two finish coats over a primer.
 - a. 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer B28W02600 Series: Applied at a dry-film thickness of not less than 1.0 mil (4 mils wet).
 - b. 2nd and 3rd Coats: S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series: Applied at a dry film thickness of not less than 1.6 mils (4 mils wet) per coat.
2. Toilet-Room Ceilings - Semi-Gloss Acrylic-Enamel Finish: Two finish coats over a primer.
 - a. 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer B28W02600 Series: Applied at a dry-film thickness of not less than 1.0 mil (4 mils wet).
 - b. 2nd and 3rd Coats: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series: Applied at a dry film thickness of not less than 1.7 mils (4 mils wet) per coat.
3. Walls – Semi-Gloss Urethane Finish: Two finish coats over a primer.
 - a. 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer B28W02600 Series: Applied at a dry-film thickness of not less than 1.0 mil (4 mils wet).
 - b. 2nd and 3rd Coats: S-W Pro Industrial Waterbased Alkyd Urethane, Semi Gloss, B53W1150 (Extra-White base only): Applied at a dry film thickness of not less than 1.4 to 1.7 mils dry (4.0 to 5.0 mils wet) per coat.
 - c. 4th Coat for Deep-Tint Colors: Same as 3rd coat.

F. Previously Coated Surfaces:

1. Ceilings: Flat acrylic finish; two finish coats over a primer.
 - a. 1st Coat: S-W Extreme Bond Primer B51W50. Applied at a dry film thickness of not less than 2 to 4 mils.
 - b. 2nd and 3rd Coats: S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series: Applied at a dry film thickness of not less than 1.6 mils (4 mils wet) per coat.
2. CMU Walls, Gypsum Board Partitions, Hollow Metal Doors and Frames, and Railings – Semi-Gloss Urethane Finish: Two finish coats over a primer.
 - a. 1st Coat: S-W Extreme Bond Primer B51W50. Applied at a dry film thickness of not less than 2 to 4 mils.
 - b. 2nd and 3rd Coats: S-W Pro Industrial Waterbased Alkyd Urethane, Semi Gloss, B53W1150 (Extra-White base only): Applied at a dry film thickness of not less than 1.4 to 1.7 mils dry (4.0 to 5.0 mils wet) per coat.
 - c. 4th Coat for Deep-Tint Colors: Same as 3rd coat.

END OF SECTION 099100

SECTION 123216 – MANUFACTURED PLASTIC-LAMINATE-CLAD CASEWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes plastic-laminate-faced wood cabinets of stock design.
- B. Related Requirements:
 - 1. Division 09 Section "Resilient Wall Base and Accessories" for resilient base applied to manufactured wood casework.
 - 2. Division 12 Section "Plastic-Laminate-Clad Countertops."

1.3 DEFINITIONS

- A. Definitions in the AWI's "Architectural Woodwork Standards" apply to the work of this Section, unless more stringent requirements are indicated.
- B. MDF: Medium-density fiberboard.
- C. Exposed Surfaces of Cabinets: Surfaces visible when doors and drawers are closed, including bottoms of cabinets more than 48 inches above floor, interior faces of doors, and visible surfaces in open cabinets or behind glass doors.
- D. Semiexposed Surfaces of Cabinets: Surfaces behind opaque doors, such as interiors of cabinets, shelves, dividers, interiors and sides of drawers. Tops of cases 78 inches or more above floor are defined as semiexposed.
- E. Concealed Surfaces of Cabinets: Surfaces not usually visible after installation, including sleepers, web frames, dust panels, bottoms of drawers, and ends and backs of cabinets installed directly against and completely concealed by walls or other cabinets.
- F. Flush Overlay: Door and drawer faces cover cabinet frame with space between faces sufficient for operating clearance.

1.4 PREINSTALLATION MEETINGS

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

- B. Keying Conference: Conduct conference at Project site. Incorporate keying conference decisions into final keying requirements.

1.5 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that casework can be supported and installed as indicated.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Product Data: For adhesives and composite wood products, indicating that product contains no added urea formaldehyde.
 - 2. Laboratory Test Reports: For adhesives and composite wood products, indicating compliance with requirements for low-emitting materials.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show fabrication details, including types and locations of hardware. Show installation details, including field joints and filler panels. Indicate manufacturer's catalog numbers for casework.
- C. Keying Schedule: Include schematic keying diagram and index each key set to unique designations that are coordinated with the Contract Documents.
- D. Samples for Initial Selection: For cabinet finishes and for each type of top material indicated.
- E. Samples for Verification: 8-by-10-inch Samples for each type of finish, including top material, and the following:

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Sample Warranty: For special warranty.

1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish complete touchup kit for each type and finish of manufactured wood casework provided. Include scratch fillers, stains, finishes, and other materials necessary to perform permanent repairs to damaged casework finish.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver casework as a factory-assembled unit, packaged individually, and shipped each in its own carton.

- B. Deliver manufactured wood casework only after painting, utility roughing-in, and similar operations that could damage, soil, or deteriorate casework have been completed in installation areas. If casework must be stored in other than installation areas, store only in areas where environmental conditions meet requirements specified in "Project Conditions" Article.
- C. Keep finished surfaces covered with polyethylene film or other protective covering during handling and installation.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install manufactured wood casework until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above ceilings is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
- B. Established Dimensions: Where casework is indicated to fit to other construction, establish dimensions for areas where woodwork is to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.
- C. Locate concealed framing, blocking, and reinforcements that support casework by field measurements before being enclosed, and indicate measurements on Shop Drawings.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of manufactured wood casework that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Delamination of components or other failures of glue bond.
 - b. Warping of components.
 - c. Failure of operating hardware.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. CampbellRhea.
 - 2. Case Systems Inc.
 - 3. CIF Laboratory Solutions.

4. Diversified Fixture.
5. Mid Canada Millwork Ltd.
6. Techline USA, LLC.
7. Terrill Manufacturing Company.
8. Thermo Fisher Scientific, Inc.
9. TMI Systems Design Corporation.
10. Cut to Size Tech.

- B. Source Limitations: Obtain plastic-laminate-faced cabinets from single manufacturer.

2.2 CASEWORK, GENERAL

- A. Quality Standard: Unless otherwise indicated, comply with requirements for modular cabinets in AWI's "Architectural Woodwork Standards" for grade of casework indicated for construction, finishes, installation, and other requirements.

1. Grade: Custom grade.

- B. Product Designations: Drawings indicate sizes, configurations, and finish material of manufactured wood casework by referencing designated manufacturer's catalog numbers. Other manufacturers' casework of similar sizes and door and drawer configurations, of same finish material, and complying with the Specifications may be considered. Refer to Division 01 Section "Product Requirements."

2.3 CASEWORK

- A. Design: Flush overlay.

- B. Grain Direction for Wood Grain Plastic Laminate:

1. Vertical on both doors and drawer fronts, with continuous vertical matching.
2. Lengthwise on face frame members.
3. Vertical on end panels.
4. Side to side on bottoms and tops of units.
5. Vertical on knee-space panels.
6. Horizontal on aprons.

- C. Exposed Materials:

1. Plastic Laminate: Grade HGS for horizontal surfaces and VGS for vertical surfaces.

- D. Semiexposed Materials:

1. Thermoset Decorative Panels: Provide thermoset decorative panels for semiexposed surfaces unless otherwise indicated.
 - a. Provide plastic laminate VGS for interior faces of doors and drawer fronts, interiors of open-front cabinets or with glass doors, and where indicated.

- b. Unless otherwise indicated, provide specified edgebanding on all exposed edges.

E. Concealed Materials:

1. Solid Wood: Any hardwood or softwood species, with no defects affecting strength or utility.
2. Plywood: Hardwood plywood. Provide backs of same species as faces.
3. Plastic Laminate: Grade BKL.
4. Hardboard.

2.4 MATERIALS

A. Composite Wood Products and Adhesives:

1. Products shall be made without added urea formaldehyde.
2. Products shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Maximum Moisture Content for Lumber: 7 percent for hardwood and 12 percent for softwood.

C. Softwood Plywood: DOC PS 1.

D. Particleboard: ANSI A208.1, Grade M-2.

E. MDF: ANSI A208.2, Grade 130.

F. Hardboard: AHA A135.4, Class 1 Tempered.

G. Plastic Laminate: High-pressure decorative laminate complying with NEMA LD 3.

1. Manufacturer: Subject to compliance with requirements, provide high-pressure decorative laminates by **ANY OR ALL** of the following:
 - a. Formica Corporation.
 - b. Panolam Industries International Incorporated.
 - c. Wilsonart International; Div. of Premark International, Inc.

H. Edgebanding for Plastic Laminate: Rigid PVC extrusions, solid, high-impact, through-color with satin finish, acid resistant, pre-lamination-primed edging, machine applied with hot-melt adhesives, automatically trimmed face, back, and corners for uniform appearance, buffed and corner-radiused for consistent design.

1. Product: Subject to compliance with requirements, provide edgebanding products by one of the following:
 - a. Doellken-Woodtape.
 - b. Rehau Industries, LLC.

2. Thicknesses: 3mm at doors and drawer fronts, 0.018 inch elsewhere.

- I. Thermoset Decorative Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for Test Methods 3.3, 3.4, 3.6, 3.8, and 3.10.
- J. Edgebanding for Thermoset Decorative Panels: PVC or polyester edge banding complying with LMA EDG-1 and matching thermoset decorative panels.

2.5 COLORS AND FINISHES

- A. Thermoset Decorative Panel Colors, Patterns, and Finishes: As selected by Architect from casework manufacturer's full range.
- B. Plastic-Laminate Colors, Patterns, and Finishes: As selected by Architect from **ANY OF THE SPECIFIED** laminate manufacturer's **FULL** range of colors, patterns, and finishes.
- C. PVC Edgebanding Color: As selected by Architect from manufacturer's full range of solids, woodgrains, and patterns.

2.6 FABRICATION

- A. Plastic-Laminate-Faced Cabinet Construction: As required by referenced quality standard, but not less than the following:
 - 1. Bottoms and Ends of Cabinets, and Tops of Wall Cabinets and Tall Cabinets: 3/4-inch particleboard, plastic-laminate faced on exposed surfaces, thermoset decorative panels on semiexposed surfaces.
 - 2. Shelves: 3/4-inch thick particleboard for shelves up to 32 inches and 1-inch thick for shelves over 32 inches, plastic-laminate faced where exposed, and thermoset decorative panels where semiexposed.
 - a. Provide edgebanding on all four edges of shelving.
 - 3. Backs of Cabinets: 1/2-inch particleboard, plastic-laminate faced on exposed surfaces, thermoset decorative panels on semiexposed surfaces.
 - 4. Drawer Fronts: 3/4-inch particleboard, plastic-laminate faced.
 - 5. Drawer Sides and Backs: 1/2-inch thermoset decorative panels, with glued dovetail or multiple-dowel joints.
 - 6. Drawer Bottoms: 1/4-inch thermoset decorative panels glued and dadoed into front, back, and sides of drawers. Use 1/2-inch material for drawers more than 24 inches wide.
 - 7. Doors 48 Inches High or Less: 3/4-inch thick particleboard or MDF, plastic-laminate faced.
 - 8. Doors More Than 48 Inches High: 1-1/16 inches thick particleboard or MDF, plastic-laminate faced.
- B. Filler Strips: Provide as needed to close spaces between cabinets and walls, ceilings, and indicated equipment. Fabricate from same material and with same finish as cabinets.

2.7 CASEWORK HARDWARE AND ACCESSORIES

- A. Hardware, General: Unless otherwise indicated, provide manufacturer's standard satin-finish, commercial-quality, heavy-duty hardware.
 - 1. Use threaded metal or plastic inserts with machine screws for fastening to particleboard except where hardware is through-bolted from back side.
 - 2. Match finish of exposed casework hardware with door hardware finish.
- B. Semi-Exposed Butt Hinges: Chrome-plated, semiexposed, 5-knuckle hinges complying with BHMA A156.9, Grade 1, with antifriction bearings and rounded tips. Provide 2 hinges for doors less than 48 inches high and 3 hinges for doors more than 48 inches high.
- C. Pulls: Solid aluminum wire pulls, fastened from back with two screws. For sliding doors, provide recessed chrome-plated flush pulls. Provide 2 pulls for drawers more than 24 inches wide.
- D. Door Catches: Zinc-plated, dual, self-aligning, permanent magnet catch. Provide 2 catches on doors more than 48 inches high.
- E. Elbow Catch: BHMA B83021, cadmium plated, located on left-hand door of double-door units. Spring type with strike
- F. Drawer Slides: BHMA A156.9, Type B05091.
 - 1. Standard Duty (Grade 1): Side mounted; full-extension type; zinc-plated steel with polymer rollers.
 - a. Pencil Drawer Slides: Grade 1, for drawers not more than 3 inches high and 24 inches wide.
 - 2. Heavy Duty (Grade 1HD-100 and Grade 1HD-200): Side mounted; full-extension type; zinc-plated, steel ball-bearing slides.
 - a. Box Drawer Slides: Grade 1HD-100, for drawers not more than 6 inches high and 24 inches wide.
 - b. File Drawer Slides: Grade 1HD-200, for drawers more than 6 inches high or 24 inches wide.
 - c. Keyboard Slides: Grade 1HD-100, for computer keyboard shelves.
 - d. Trash Bin Slides: Grade 1HD-200, for trash bins not more than 20 inches high and 16 inches wide.
- G. Drawer and Hinged Door Locks: Cylindrical (cam) type, 5-pin tumbler, brass with chrome-plated finish, and complying with BHMA A156.11, Grade 1.
 - 1. Provide a minimum of two keys per lock and six master keys.
 - 2. Provide locks on all doors and drawers.
 - 3. Keying: Key locks alike within each room; key each room separately; key all locks to be operable by master key by department.

- H. Adjustable Shelf Supports: Nickel-plated steel shelf rests complying with BHMA A156.9, Type B04013.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Hafele America Co; 282.04.711 5-mm Shelf Support, or equal.
 - 2. Include plastic-hold-down clips at each shelf rest, Hafele America Co; 282.28.730 Shelf Retainer, white, or equal.
- I. File Suspension System: Extruded molding, integral with top of drawer box sides, to accept standard hanging file folders.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances, location of framing and reinforcements, and other conditions affecting performance of manufactured wood casework.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CASEWORK INSTALLATION

- A. Grade: Install cabinets to comply with same grade as item to be installed.
- B. Install level, plumb, and true; shim as required, using concealed shims. Where manufactured wood casework abuts other finished work, apply filler strips and scribe for accurate fit, with fasteners concealed where practical.
- C. Base Cabinets: Set cabinets straight, level, and plumb. Adjust subtops within 1/16 inch of a single plane. Align similar adjoining doors and drawers to a tolerance of 1/16 inch. Bolt adjacent cabinets together with joints flush, tight, and uniform. Fasten cabinets to masonry or framing, wood blocking, or reinforcements in walls and partitions with fasteners spaced 24 inches o.c. Bolt adjacent cabinets together with joints flush, tight, and uniform. Align similar adjoining doors and drawers to a tolerance of 1/16 inch.
 - 1. Where base cabinets are not installed adjacent to walls, fasten to floor at toe space with fasteners spaced 16 inches o.c. Secure sides of cabinets to floor, where they do not adjoin other cabinets, with not less than two fasteners.
- D. Wall Cabinets: Hang cabinets straight, level, and plumb. Adjust fronts and bottoms within 1/16 inch of a single plane. Fasten to hanging strips, masonry, or framing, blocking, or reinforcements in walls or partitions. Align similar adjoining doors to a tolerance of 1/16 inch.
 - 1. Fasten through back, near top and bottom, at ends, and not more than 16 inches o.c.
 - 2. Use toggle bolts at hollow masonry.
 - 3. Use expansion anchors at solid masonry.

4. Use No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish at metal-framed partitions.
- E. Install hardware uniformly and precisely. Set hinges snug and flat in mortises unless otherwise indicated. Adjust and align hardware so moving parts operate freely and contact points meet accurately. Allow for final adjustment after installation.
- F. Adjust casework and hardware so doors and drawers operate smoothly without warp or bind. Lubricate operating hardware as recommended by manufacturer.

3.3 CLEANING AND PROTECTING

- A. Repair or remove and replace defective work as directed on completion of installation.
- B. Clean finished surfaces, touch up as required, and remove or refinish damaged or soiled areas to match original factory finish, as approved by Architect.

END OF SECTION 123216

SECTION 123623.13 – PLASTIC-LAMINATE-CLAD COUNTERTOPS

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 plastic-laminate countertops.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Product Data: For adhesives, indicating that product contains no added urea formaldehyde.
 - 2. Laboratory Test Reports: For composite wood products and adhesives, indicating compliance with requirements for low-emitting materials.
- B. Shop Drawings: For plastic-laminate-clad countertops.
 - 1. Include plans, sections, details, and attachments to other work. Detail fabrication and installation, including field joints.
 - 2. Show locations and sizes of cutouts and holes for items installed in plastic-laminate-clad countertops.
- C. Samples for Initial Selection: For plastic laminates.
- D. Samples for Verification: As follows:
 - 1. Plastic Laminates: For each type, color, pattern, and surface finish required, 8 by 10 inches (200 by 250 mm) in size.
 - 2. Wood-Grain Plastic Laminates: For each type, color, pattern, and surface finish required, 12 by 24 inches (300 by 600 mm) in size.
 - 3. Fabrication Sample: For each type and profile of countertop required, provide one sample applied to core material with specified edge material applied to one edge.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish complete touchup kit for each type and finish of plastic-laminate-clad countertops provided. Include scratch fillers, stains, finishes, and other materials necessary to perform permanent repairs to damaged casework finish.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Fabricator of products.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver countertops only after casework and supports on which they will be installed have been completed in installation areas.
- B. Store countertops in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.
- C. Keep surfaces of countertops covered with protective covering during handling and installation.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install countertops until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Where countertops are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Established Dimensions: Where countertops are indicated to fit to other construction, establish dimensions for areas where countertops are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE COUNTERTOPS

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of plastic-laminate-clad countertops indicated for construction, finishes, installation, and other requirements.
1. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.
- B. Grade: Premium.
- C. High-Pressure Decorative Laminate: NEMA LD 3, Grade HGS.
1. Manufacturer: Subject to compliance with requirements, provide high-pressure decorative laminates by **ANY OR ALL** of the following:
 - a. Formica Corporation.
 - b. Nevamar Company, LLC; Decorative Products Div.
 - c. Panolam Industries International Incorporated.
 - d. Wilsonart International; Div. of Premark International, Inc.
 2. Laminate shall be set under pressure with a PVA adhesive, resulting in a rigid glue line. Do not use contact adhesives.
 3. Plastic Laminate Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - a. As selected by Architect from manufacturer's full range.
- D. Edge Treatment, Including Splashes:
1. PVC Edges: Rigid, solid PVC extrusions, high-impact, purified, color-through with satin finish, acid resistant, pre-lamination primed edging, machine-applied with hot melt adhesives, automatically trimmed, inside/outside length-radiused for uniform appearance, buffed and corner-radiused for consistent design.
 - a. Product: Subject to compliance with requirements, provide edgebanding products by one of the following:
 - 1) Doellken-Woodtape.
 - 2) Rehau Industries, LLC
 - b. Thickness: 3 mm thick.
 - c. Colors: As selected by Architect from manufacturer's full range.
- E. Core Material: Particleboard or medium-density fiberboard.

- F. Core Thickness: 1 1/8 inches.
- G. Backer Sheet: Provide plastic-laminate backer sheet, NEMA LD 3, Grade BKL, on underside of countertop substrate.
- H. Cove: Applied (backsplash rests on top forming seam at inside corner).
- I. Use exterior glue particleboard for countertops containing sinks.

2.2 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard unless otherwise indicated.
 - 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of countertop and quality grade specified unless otherwise indicated.
 - 1. Composite Wood Products:
 - a. Products shall be made without added urea formaldehyde.
 - b. Products shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
 - 2. Particleboard: ANSI A208.1, Grade M-2."
 - 3. MDF: ANSI A208.2, Grade 130.

2.3 ACCESSORIES

- A. Grommets for Cable Passage through Countertops: 2-1/2-inch OD, molded-plastic grommets and matching plastic caps with slot for wire passage.
 - 1. Color: As selected by Architect from manufacturer's full offering of colors and finishes.
- B. Brackets for Countertops not Supported by Base Cabinets: Prefinished 24-by-24-inch work station brackets by A&M Hardware, Inc. or equal, spaced as indicated or if not indicated, space so countertop span does not exceed 3 feet.

2.4 MISCELLANEOUS MATERIALS

- A. Adhesives:
 - 1. Do not use adhesives that contain added urea formaldehyde.

2. Use adhesives that meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Adhesive for Bonding Plastic Laminate: PVA.

1. Adhesive for Bonding Edges: Hot-melt adhesive.

2.5 FABRICATION

A. Fabricate countertops to dimensions, profiles, and details indicated. Provide front and end overhang of 1 inch over base cabinets.

B. Complete fabrication, including assembly, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

C. Shop cut openings to maximum extent possible to receive appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately, and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

1. Seal edges of cutouts by saturating with varnish.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition countertops to average prevailing humidity conditions in installation areas.

B. Before installing countertops, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

3.2 INSTALLATION

A. Grade: Install countertops to comply with same grade as item to be installed.

- B. Assemble countertops and complete fabrication at Project site to the extent that it was not completed in the shop.
 - 1. Provide cutouts for appliances, plumbing fixtures, electrical work, and similar items.
 - 2. Seal edges of cutouts by saturating with varnish.
- C. Field Jointing: Where possible, make in the same manner as shop jointing, using dowels, splines, adhesives, and fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.
 - 1. Secure field joints in plastic-laminate countertops with concealed clamping devices located within 6 inches of front and back edges and at intervals not exceeding 24 inches. Tighten according to manufacturer's written instructions to exert a constant, heavy-clamping pressure at joints.
- D. Scribe and cut countertops to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Countertop Installation: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.
 - 1. Install countertops level and true in line. Use concealed shims as required to maintain not more than a 1/8-inch-in-96-inches (3-mm-in-2400-mm) variation from a straight, level plane.
 - 2. Secure backsplashes to tops with concealed metal brackets at 16 inches o.c. and to walls with adhesive.
 - 3. Seal joints between countertop and backsplash, if any, and joints where countertop and backsplash abut walls with mildew-resistant silicone sealant or another permanently elastic sealing compound recommended by countertop material manufacturer.
- F. Countertop Support Brackets: Where countertops are not supported on casework, provide countertop support brackets indicated, installed according to manufacturer's written instructions, spaced as indicated, but not exceeding 3 feet o.c. Anchor securely to framing members, blocking, or metal backing with manufacturer's recommended fasteners. Space fasteners not more than 12 inches o.c.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective countertops, where possible, to eliminate functional and visual defects. Where not possible to repair, replace countertops. Adjust joinery for uniform appearance.
- B. Clean countertops on exposed and semiexposed surfaces.

- C. Protection: Provide Kraft paper or other suitable covering over countertop surfaces, taped to underside of countertop at a minimum of 48 inches (1220 mm) o.c. Remove protection at Substantial Completion.

END OF SECTION 123623.13