



**PROJECT SPECIFICATION MANUAL**

**TASKER ARENA ALTERATIONS  
For  
HOBBS MUNICIPAL SCHOOLS**

**Project #22-110**

**Bid #2223-07**

**NPSR, Architects, Inc.**

606 W. Pierce  
CARLSBAD, NM 88220  
Tele: 575.885.4775  
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**INVITATION FOR BID  
TASKER ARENA ALTERATIONS  
FOR  
HOBBS MUNICIPAL SCHOOLS**

BID NO. 2223-07

Sealed bids (one hard copy and one thumb drive) will be received by Hobbs Municipal Schools at the Administration Office for the Hobbs Municipal Schools Room #129, 1515 East Sanger, Hobbs, NM. until 2:00 p.m. June 14, 23. Bids can be mailed to Hobbs Municipal Schools, PO Box 1030, Hobbs NM, 88240, Attn: Jessica Alvarado – CPO.

There will be a Pre-Bid Meeting on June 5, 23 at 11:00 a.m. Plan holders are to meet at the Construction Site, Tasker Arena, Hobbs, NM.. Attendees will have the opportunity to ask questions at the Pre-Bid Meeting. Participation in the Pre-Bid is mandatory for General Contractors.

Electronic copies of the plans and specifications may be procured without charge from NPSR Architects, [nancy@npsr.pro](mailto:nancy@npsr.pro) and is also available [www.hobbsschools.net](http://www.hobbsschools.net), Finance, Current Bid Schedule. The Hobbs Board of Education reserves the right to reject any and all bids and waive all technicalities.

HOBBS BOARD OF EDUCATION

Peggy Appleton, President

Attest: Pat Jones  
Secretary

**LOCKER ROOM RENOVATIONS  
FOR  
TASKER ARENA  
FOR  
HOBBS MUNICIPAL SCHOOLS**

BID NO. 2223-07

**STIPULATED SUM BID**

**DATE: 06/14/23**

**TIME: 2:00 p.m.**

Proposal of \_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Business Address)

TO: Hobbs Municipal Schools  
Attn: Jessica Alvarado - CPO  
1515 East Sanger Room #129  
Hobbs, NM 88240

The undersigned, having examined the Construction Documents prepared by *NPSR ARCHITECTS, INC.*, Carlsbad, New Mexico, Locker Room Renovations for Tasker Arena, and being familiar with all of the conditions surrounding the construction of the project, including the availability of labor, utilities and material; hereby declares that he will furnish all the necessary bonds and insurance, machinery, tools apparatus, and other means of construction, and will do all work, and furnish all materials required of him, within the time and in the manner prescribed, and for the price stated herein.

The undersigned further declares that he understands the exact scope of the project, and that he is willing to perform any increase or any decrease in the work, in accordance with the provisions of the Contract Documents.

The undersigned agrees to furnish all insurance covering public liability and property damage, workmen's compensation and builder's risk, in the amount specified, and to furnish cost (in dollars). A Bid Bond in the amount of 5% for Hobbs Municipal Schools, and Performance and Payment Bonds equal to the amounts of the Contract. New Mexico Wage Rates are applicable to this project.

The undersigned proposes to guarantee, in writing, for a period of one year, all work performed under the Contract Documents, and to repair and maintain the project until the date of acceptance by the Owner. The undersigned further proposes, and will so state in his written guarantees, to maintain the entire construction, and to repair defects of any kind, for a period of one year from date of acceptance.

The Work shall be completed within 150 calendar days after Notice to Proceed. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of \* Five Hundred Dollars (\$500.00) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.

The undersigned agrees to hold his bid open for a period of forty five (45) days.

The undersigned declares that the only person or parties interested in this Proposal as Principals are those named herein, and that this Proposal is made without collusion with any persons, firm or corporation.

The undersigned proposes to furnish a complete project for the price bid for the following:

**STIPULATED SUM BASE BID:.**

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

The above base bid **excludes** New Mexico Sales Tax in the amount of \_\_\_\_\_ at the current rate of 6.6875%. Should the sales tax increase or decrease during construction, that amount will be added or credited to the bid documents.

**Alternate No. 1:** Should the owner elect to delete athletic flooring per section 09622 and install resilient flooring (ERT)

The above **Alternate** excludes New Mexico Sales Tax in the amount of \_\_\_\_\_, including tax. The Owner reserves the right to deduct this cost from the base bid should the Owner elect to provide Builder's Risk Insurance.

The above base bid **includes** Builder's Risk Insurance in the amount of \_\_\_\_\_, including tax. The Owner reserves the right to deduct this cost from the base bid should the Owner elect to provide Builder's Risk Insurance.

The undersigned bidder represents to the Owner and to the other bidders that his bid, and the estimates on which it is based, have been carefully checked and contain no errors, and nothing has been omitted or overlooked in determining the amounts bid.

The Owner reserves the right to award one or more Bid Lots, in any order, depending on what is the most advantageous to the Owner.

Receipt of the following Addenda to the Construction Documents is acknowledged.

Addenda Number _____	Date: _____
Addenda Number _____	Date: _____
Addenda Number _____	Date: _____
Addenda Number _____	Date: _____

Respectfully submitted,

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
License No.

\_\_\_\_\_  
Public Works Minimum Wage Number

\_\_\_\_\_  
NM and/or Veteran's State Preference No.

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

Date: \_\_\_\_\_



# AIA<sup>®</sup> Document A201<sup>™</sup> – 2017

## General Conditions of the Contract for Construction

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

**THE OWNER:**  
(Name, legal status and address)

**THE ARCHITECT:**  
(Name, legal status and address)

NPSR Architects, Inc.  
606 W. Pierce St.  
Carlsbad, NM 88220

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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<sup>™</sup>, Guide for Supplementary Conditions.

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13.2, 13.3.2, 15.4.4.2  
Written Interpretations  
4.2.11, 4.2.12  
Written Orders  
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

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

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

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

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



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

## ARTICLE 2 OWNER

### § 2.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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

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

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

### § 3.4 Labor and Materials

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

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

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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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

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

### § 3.11 Documents and Samples at the Site

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

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

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

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

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

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

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

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

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

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

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

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

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

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

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

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

### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

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



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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

### § 6.2 Mutual Responsibility

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

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

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

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

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

#### § 6.3 Owner's Right to Clean Up

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

### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 General

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

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

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

#### § 7.2 Change Orders

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

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

#### § 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

## § 8.2 Progress and Completion

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

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

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

## § 8.3 Delays and Extensions of Time

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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

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

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

#### § 9.4 Certificates for Payment

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

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

#### § 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

#### § 9.6 Progress Payments

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

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

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

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

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

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

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

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



### § 9.7 Failure of Payment

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

### § 9.8 Substantial Completion

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

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

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

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

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

### § 9.9 Partial Occupancy or Use

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

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

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

#### § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

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

#### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

#### § 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

#### § 10.4 Emergencies

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

### ARTICLE 11 INSURANCE AND BONDS

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

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

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

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

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

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

## § 11.2 Owner's Insurance

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

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

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

## § 11.3 Waivers of Subrogation

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

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

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

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

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

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

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

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

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

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

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

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

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

During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

## § 13.4 Tests and Inspections

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

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

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

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

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

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

## § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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



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

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

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

- .1 cease operations as directed by the Owner in the notice;

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

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

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

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

#### § 15.1.2 Time Limits on Claims

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

#### § 15.1.3 Notice of Claims

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

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

#### § 15.1.4 Continuing Contract Performance

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

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

#### § 15.1.5 Claims for Additional Cost

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

#### § 15.1.6 Claims for Additional Time

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

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

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

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

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

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

#### § 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

# **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.

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 18:26:52 on 11/15/2017.

PAGE 1

NPSR Architects, Inc.  
606 W. Pierce St.  
Carlsbad, NM 88220

## Certification of Document's Authenticity

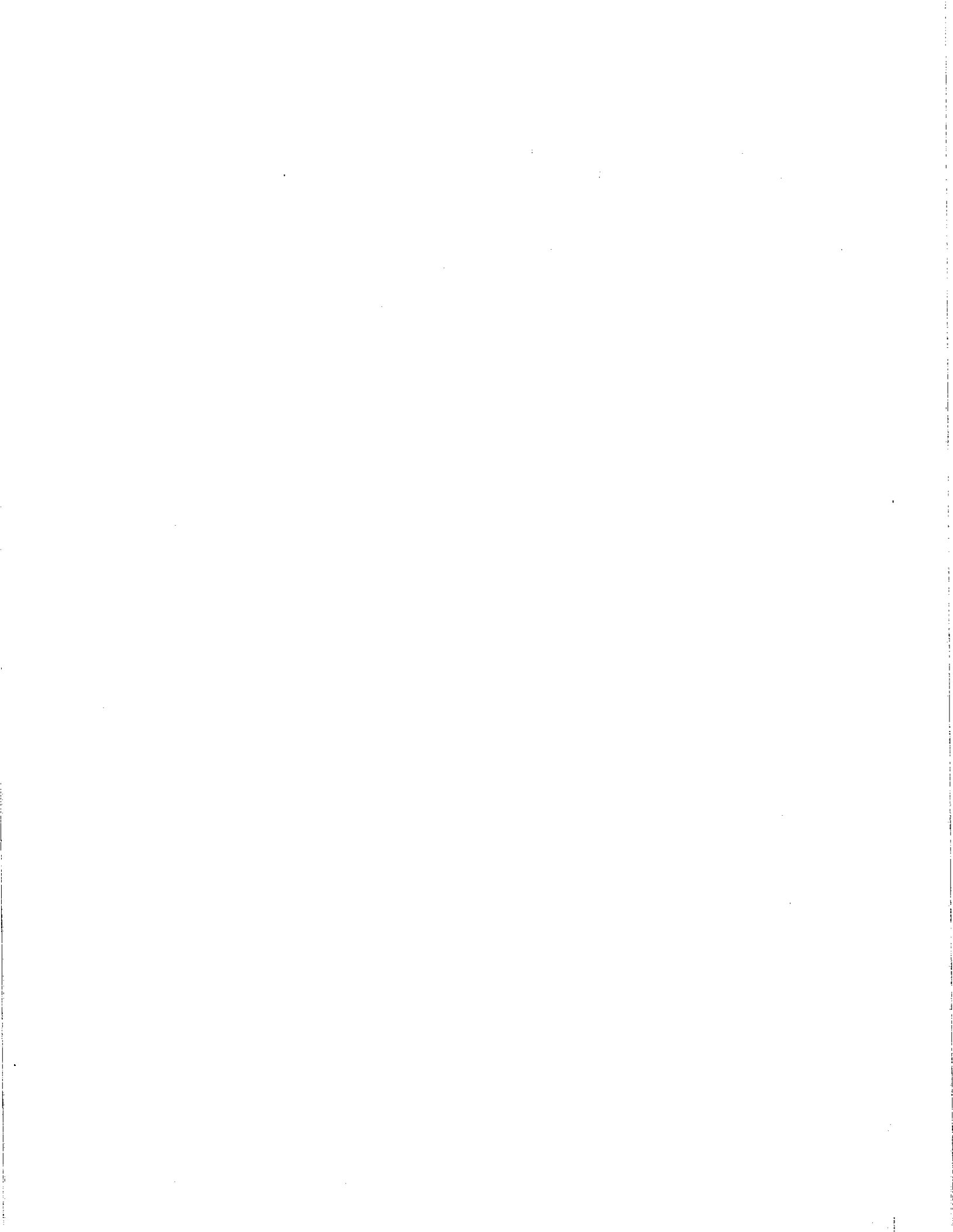
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I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:26:52 on 11/15/2017 under Order No. 3079176599 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*





**REC VII BUILDING ALTERATIONS**

**GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS**

**INTRODUCTION:**

The following supplements modify, change, delete, or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017. Where any article of the General Conditions is modified or any Paragraph, Subparagraph of Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Where Provisions of General Conditions relate in general to the Work of the Contractor and Subcontractors, the Paragraphs are modified in Division-1 "General Requirements" of the Specifications.

**AGREEMENT FORMS:**

The Contract form of agreement will be "Owner-Contractor Agreement Form for a Stipulated Sum", AIA Document A-101, 2017 edition.

Submit monthly pay requests on or before the first day of the month on AIA forms G-702 and G-703. To protect the Owner from the significant liability and arduous accounting efforts required by lingering documentation and close-out work, the Schedule of Values shall provide a separate line item title "Documentation and Close-Out" to provide a value consistent with and appropriate to required documentation provisions throughout the Contract, which includes all release of liens, consent of surety, punchlist completion, record documents, owner's manuals, and any and all warranties pertaining to this project. This amount shall be withheld until all closeout documents, and punchlist items are completed. The value of the Documentation and Close-Out line item shall nt be less than the following:

For a total Contract amount Excluding tax of:	Documentation and Close-Out amount:
Less than \$20,000	\$0
\$20,001 – \$50,000	\$6,000
\$75,001 - \$100,000	\$8,000
\$100,001 - \$200,000	\$10,000
\$200,001 - \$350,000	\$15,000
\$350,001 - \$500,000	\$25,000
\$500,001 - \$1,000,000	\$50,000
\$1,000,001 - \$1,500,000	\$70,000
\$1,500,001 - \$\$2,000,000	\$90,000
\$\$2,000,001 - \$3,000,000	\$120,000
For each additional million	add \$30,000

If requested in writing by the Contractor, and in the sole opinion of the Owner, the Contractor is in full compliance with the documentation requirements of the Contract, the documentation and close-out schedule of value line item may be reduced each month prior to Substantial Completion up to five percent (5%) of the originally scheduled amount providing that the documentation and close-out line item is not reduced to less than fifty percent (50%) of the original amount required until which time that Close-out is complete.

With each Pay Request, contractor must submit contractor's affidavits with appropriated lien waivers form from the

**REC VII BUILDING ALTERATIONS**

subcontractors for work completed to date.

**SUPPLEMENTAL GENERAL CONDITIONS:**

Insurance required by Article 11 of the General Conditions shall be provided and maintained from exposure to liability, as stated below, and until the work is completed and/or accepted by the Owner with final payment. Limits of liability shall be not less than the following, and shall include contractual liability insurance, as applicable to the Contractor's obligation.

**ARTICLE 1 - GENERAL PROVISIONS**

1.2 CORRELATION AND INTENT OF CONTRACT DOCUMENTS

Add the following subparagraph.

1.2.4 Should the drawings disagree in themselves, or with the Specifications, the better quality of the greater quantity of the work or materials shall be estimated upon, and unless otherwise ordered by the Architect in writing, shall be performed or furnished. In case the Specifications should not fully agree with the Schedules, the latter shall govern, unless otherwise required by the Architect. General Contractor shall verify discrepancies with Architect prior to proceeding with project, but no additional monies will be approved for these type items.

Figures given on the drawings govern scale measurements and large details govern smaller scale drawings, unless otherwise directed by the Architect. The Architect will be the final authority for interpretations.

**ARTICLE 2 - OWNER**

2.2.3.1 Add the following to the subparagraph:

“The owner will establish lot lines, restrictions and permanent bench marks. All other grades, lines levels and bench marks shall be established and maintained by the Contractors, who shall be responsible for same.”

Complete Set (1 Set)                      \$200.00

**ARTICLE 3 - CONTRACTOR**

3.1 GENERAL

Add the following new subparagraphs:

3.2.1 Discrepancies shall be brought to the Architects attention prior to submitting bids, unless said discrepancy is not discernible prior to construction phase of project.

3.2.4 All elevations shown on the drawings shall be checked from bench mark and coordinated by the

## REC VII BUILDING ALTERATIONS

Contractor. Any discrepancy discovered shall be reported to the Architect for adjustment before any work begins. No extra charges or compensations will be allowed the Contractor for grade variations of discrepancies, except by agreement before construction starts. The contractor's initiation of the work is his admission that the work has carefully been checked and all existing grade elevations are correct.

3.2.5 After promptly reporting to the Architect any error, inconsistency or omission that he may discover in the Contract Documents, the Contractor shall not proceed with any work so affected without the Architects written approval, except that minor immaterial errors or inconsistency shall not, in any way, delay the completion of the work.

3.2.6 In case of inconsistencies in the specifications or the drawings, or between the specifications and the drawings, the Architect will determine which requirement will be the most consistent with design intent and these requirements will be complied with the Contractor, without fail.

### 3.4 LABOR AND MATERIALS

Add 3.4.3 When one material or product is specified by brand, trade or manufacturer's name, that material or product shall establish a standard quality. Another material or product having the required qualities or characteristics comparable to the specified materials or products may be substituted, subject to the conditions specified herein. Request for changes in material or products shall be submitted, by the Contractor in writing, to allow ample time for consideration before review without causing delays in the Work. Requests for substitution shall include sufficient data and physical samples, if requested, to enable the Architect to compare the characteristics of the proposed substitution with the materials or products specified.

### 3.5 WARRANTY

3.5.1 Request for substitutions based on subparagraph 3.5.1, when forwarded by the Contractor to the Architect, are understood to mean that the Contractor:

Represents that he/she has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

will provide the same guarantee for the substitution that he would for that specified;

certifies that the cost data presented is complete and included all related cost under this Contract, but excludes cost under separate contracts and the Architect's re-design costs, and that he waives all claims for additional costs related to the substitution which subsequently become apparent; and will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects.

**Note: The Architect reserves the right to deny any substitutions deemed unsatisfactory!**

3.5.2 Substitutions will not be considered if:

They are indicated or implied on shop drawings submissions, without the formal request required in Subparagraph 3.5.1 above; or

for their implementation they require a substantial revision to the contract Documents in order to accommodate their use.

## REC VII BUILDING ALTERATIONS

- 3.5.3 Where the term "Or Equal", "Equal To" or "Approved Equal" is used in the specifications, it shall mean that if a material is to be used other than that specified, the Contractor must first have an approval from the Architect and Owner, or that the Architect may, at his option, require the items to be removed and replaced to conform to the specifications, at no cost to the owner.

The Architect shall be the sole determining agent as to questions of "equals" and his decision shall be final!

- 3.5.4 The General Contractor shall, in case of work performed and guaranteed by his Subcontractors, secure Warranties from Subcontractors and deliver copies to the Architect upon completion of the work.
- 3.5.5 The General Contractor shall warrant all work performed by him directly, and where guarantees are required in the Sections of the Specification, he guarantees the work of his various Subcontractors for periods specified.
- 3.5.6 The General Contractor shall warrant that all material and workmanship is of the quality and quantity and character specified and/or shown. Any defect due to the use of any improper workmanship or material, discovered and made known to him within one year after the final acceptance of the Project or for longer periods as noted in certain Sections of the Specifications, shall be repaired, replaced, corrected, and/or otherwise made good by him without additional expense to the Owner.

### 3.6 TAXES

- 3.6.1 This excerpt from New Mexico Statutes 13-1-108, (2021) Contracts solicited by competitive sealed bids shall require that the bid amount exclude the applicable state gross receipts tax or applicable local option tax, but that the contracting agency shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date of the Contract is entered into. The applicable gross receipts tax or applicable local options tax shall be shown as a separate amount on each billing or request for payment made under the contract.

### 3.7 PERMITS, FEES AND NOTICES

- 3.7.6 The Contractor and Subcontractors shall secure all certifications of inspection and of occupancy that may be required by authorities having jurisdiction over the Work.. He shall deliver same to the Architect upon completion of the Work.

### 3.13 USE OF SITE

- 3.13.1 Add: The Contractor shall hold and save the Owner and Architect free and harmless for liability of any nature of kind arising from the use, trespass, or damage occasioned by the operations of his workmen on the premises of third persons.

### 3.15 CLEANING UP

- 3.15.1 In addition to removal of rubbish and leaving the building "broom clean", the Contractor shall execute the following:

1. Contractor shall remove putty stains and paint from glass, and shall wash and polish same. Care shall be taken not to scratch the glass.
2. Contractor shall remove all marks, stains, fingerprints, and other soil or dirt from all painted,

## REC VII BUILDING ALTERATIONS

decorated, and stained work.

3. Contractor shall remove all temporary protections, and shall clean all floors at completion.
4. Contractor shall clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc upon completion.
5. Contractor shall remove all spots, soil, and paint from all tile work and shall wash the same upon completion.
6. Contractor shall clean all the fixtures and equipment, removing all stains, paint, dirt, and dust.

### 3.18 INDEMNIFICATION

- 3.18.3 Adequacy of Design: It is understood that the Owner has selected the Architect named in this Agreement to prepare the Specifications, Drawings, and all Supplements thereto; and agreed that the Owner will be responsible of the adequacy of the design thereto and additions and alterations thereto, approved by the Architect. The burden of proof shall be upon the Contractor to show that he has complied with this Contract, Specifications, Drawings, and all Modifications thereof, and all additions and alternations thereto.

## ARTICLE 4 - ARCHITECTS

### 4.1 DEFINITION

- 4.1.1 Add the following to the subparagraph:

Where the term "Architect" is used, the same shall be *NPSR Architects, Inc.*, 606 W. Pierce St., Carlsbad, New Mexico, 88220.

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.3 Replace the last sentence with: No increase in the Contract Sum shall be allowed for such substitutions unless the Contractor submits conclusive evidence that the rejected Subcontractor can perform work required based upon a minimum of three years satisfactory experience performing the type of work required.
- 5.2.4 Owner may exercise termination and or suspension against any sub-contractor for cause or convenience pursuant to Article 14.

## ARTICLE 7 - CHANGES IN THE WORK

### 7.1 CHANGE ORDERS

- 7.3.6 At the point in the sixth sentence, which reads "...a reasonable allowance for overhead and profit" revise to read as follows:

"...an allowance for overhead and profit in accordance with the schedule set forth below in New Paragraph

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7.3.10.”

Add the following new subparagraph:

7.3.10 In subparagraph 7.3.3 and 7.3.6 the allowance for overhead and profit combined, included in the total cost to the owner, shall be based upon the following schedule:

Subtotal before applying	Under \$2,000	\$2000 to \$10,000	\$10,001 to \$50,000	Over \$50,001
Contractor – for work Performed by own forces	18%	16%	14%	12%
Contractor – for subcontracted Work	11%	9%	6%	5%
For work performed by 1 <sup>st</sup> tier Subcontractor	18%	15%	12%	9%
For work performed by 2 <sup>nd</sup> tier Subcontractor	10%	8%	5%	4%
Subcontractor – maximum Aggregate O & P allowed over Cost regardless of number of Tiers.	29%	24%	18%	14%

**ARTICLE 8 - TIME**

**8.2 PROGRESS AND COMPLETION**

8.2.4 It is hereby understood and mutually agreed by and between the parties hereto, that the date of the beginning, rate of progress and the time for completion of the Work to be done hereunder are essential conditions of the Contract and it is further mutually understood and agree by and between the parties hereto, that the Work embraced in this Contract shall be commenced upon receipt of permit unless otherwise stated in the Proposal form or mutually agreed upon.

8.2.5 The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such a rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the parties hereto, that the time for completions is the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

8.2.6 Contract Time: Construction to be completed within 150 calendar days.

8.2.7 It is further agreed that time is of the essence of each and every portion of this Contract, and where under the Contract any additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract provided that the Contractor shall not be charged with liquidated damages, or any excess cost when the delay is justified under Article 8.3.4 of the Supplementary General Conditions.

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8.3.4 Add the following subparagraph:

Extensions of time will be granted only for weather delays.

8.3.5 Add the following subparagraph:

The contractor shall include in his base bid proposal, all overhead and profit necessary to complete the project. No additional overhead or profit will be paid for extensions of time granted for loss of scheduled work days.

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

9.1 SCHEDULE OF VALUES

9.2.2 A schedule of Values shall be submitted to the Architect not less than twenty (20) days prior to the first request for payments, and this shall be a condition precedent to the processing of the first payment. Schedule of values shall be in a form acceptable to the Architect, with the various sections of the work divided into separate amounts for material and labor. This breakdown shall list each section of the work separately (as listed in the Project Manual Table of Contents) and each item shall include its pro-rate part of the overhead and profit, so that the sum of the items will equal the Contract Price. Where more than one section is performed under one subcontractor, it shall not relieve the Contractor from listing the sections separately in the Schedule of Values.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Add the following to the subparagraph:

"...Payments will be made once a month, twenty one (21) days after receipt of approved application. The form of Application for Payment shall be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G702A, Continuation Sheet.

9.3.1.3 In preparing the Application for Payment, the Contractor shall verify the accuracy of requests for payment submitted by his Subcontractors and material suppliers and shall not include in his Application for Payment any sum which will result in an overpayment for work performed or material delivered.

9.3.1.4 All items in crates or wrapped shall be uncrated or unwrapped and inspected by the Contractor upon arrival at the site. Materials shall be carefully inspected for quantities, sizes, color (if color selection is a consideration), damage, defects. If damaged, defective, or otherwise not in conformance with the Contract Documents, items shall be reordered immediately.

9.3.1.5 The Contractor shall not request payment for any items until he has inspected the items. Items which are not in conformance with the Contract Documents shall not be included in any Application for Payment.

9.8 SUBSTANTIAL COMPLETION

Add to Subparagraph:

9.8.1 The General Contractor will compensate the Architect for any additional observations required after initial observation. The Architect will perform only one substantial completion observation and one final

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observation. **Costs for additional observations will be billed to the General Contractor at a cost of \$250 per additional observation.**

### 9.9 PARTIAL OCCUPANCY OR USE

Add to the subparagraph:

9.9.1 Owner, or it's tenant, shall have the right to occupy, without prejudice to rights of either party, a completed, or largely completed portion of the structure of work, notwithstanding the fact that time for completing entire work, or such portions thereof, may not have expired. Such occupancy and use shall not be, as acceptance of work, not taken or used, nor shall such occupancy be a basis for a request of a time extension, provided, however, that the contractor shall obtain all occupancy permits and all other governmental certification to allow the foregoing to be accomplished.

### 9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 The Architect will make only one trip of pre-final observation, and one trip of final observation to the project. Should it be found on these trips, in the opinion of the Architect, that the project is not ready for such trips, or that any items have not been completed and another trip, or trips, will be required before the work can be approved for acceptance, the Architect will charge the Contractor \$250.00 per person, per visit, plus applicable travel, living, and other reimbursable expenses for all time required by reason of Contractor's failure to have the project ready at the time he requested such observation. Each Contractor, in signing his contract, agrees to reimburse the Architect and Engineer for all charges, due to the Architect as set forth above, and authorizes from balances due to the Architect as set forth above, and authorizes the Owner to deduct the cost of reimbursing the Architect.

9.10.2 In addition to the items listed: The Contractor shall deliver the following additional items to the Architect before receiving final payment:

All warranties and guarantees as required on specific products or portion of the Work, in triplicate.

Project Record Documents

Operation and maintenance manuals and other pertinent data specified in Project Manual including Divisions 15 and 16.

## ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.2.1 Within a reasonable time after notification, the Owner will render harmless all asbestos or polychlorinated biphenyl (PCB) encountered during progress of the Work.

### 10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4.1 When permissible, and when the use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

### 10.5 TRENCH SAFETY

10.5.1 During the construction of the Project, Contractor shall comply with all applicable provisions of the



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Occupational Safety and Health Administration's (OSHA) standards for trench safety whenever trench excavation exceeds a depth of five feet. (5)

### ARTICLE 11 - INSURANCE AND BONDS

#### Worker's Compensation and Employer's Liability:

##### Statutory Requirements:

Coverage "B" - Employer's Liability:  
\$100,000 per accident, per employee  
\$100,000 pre disease, per employee)  
\$500,000 pre disease, per policy

#### Comprehensive General Liability:

Provide either comprehensive general Liability Insurance (1973 Form) with broad form comprehensive general liability endorsement (GL 0404 or G 222) or Commercial Liability coverage (1986 Form), on an occurrence basis, with the following:

Premises/Operations, Elevators and Escalators, Independent Contractor's, Products - completed Operations, Personal Injury, broad form Property Damage (including completed operations), and afford coverage for the X, C, and U hazards, employees as additional insured's, Fire Legal Liability and Contractual Liability on a blanket basis insuring the liability assumed under this contract.

Provide \$1,000,000 combined single limit for bodily injury and property damage. Provide a \$2,000,000 aggregate limit.

#### Automobile Liability:

Comprehensive Automobile Liability Form; including all Owned, Non-Owned, and Hired vehicles.

##### Bodily Injury:

\$1,000,000 - each person  
\$1,000,000 - each accident

##### Property Damage:

\$1,000,000 each occurrence

#### Umbrella Liability:

\$1,000,000 per occurrence/\$1,000,000 aggregate. This coverage shall be in excess of the underlying coverage listed above.

#### Additional Requirements:

Contractor shall require or provide insurance, as listed above, of all their subcontractors, and these subcontractors shall also comply with the additional requirements listed below. The limits of insurance for subcontractors shall not be less than \$500,000, or two times the subcontractors contract amount on the job,

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whichever is greater.

Insurance coverage required as herein set forth, shall be at the sole cost and expense of the contractor, or those providing third party services, and deductibles shall be assumed by, for the account of, and at their sole risk.

Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation against the Owner, Architect, it's agents, servants, invitee's, employees, co-lessees, co-venturer's, affiliated companies, contractor's subcontractors, and their insurers.

One copy of Certificate of Insurance, or certified policies evidencing all of the above, must be presented to the Architect prior to work commencing. The certificates, or policies, will show that the Owner shall receive thirty (30) days notice, prior to cancellation or adverse material change. If the insurance is written on the Comprehensive General Liability policy form, the Certificate shall be A.I.A. Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25S will be acceptable. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

Contractor shall name the Owner, Architect, and any other entity which has an ownership interest in the project, as an additional insured on coverage scheduled above.

### Indemnification:

Nothing in this agreement shall relieve the Prime Contractor of any responsibility for any loss for which the Owner is not required to provide insurance, or for the risk of loss and the responsibility for all injuries or damages to persons or property, including the work of subcontractors, that may arise through the prosecution of the work. The Prime contractor hereby indemnifies and agrees to have the Owner, Architect harmless against any liability claims whatsoever that may arise in connection with the work, and agrees, at his expense, to defend any legal action and pay any attorney fees incurred by the Owner in connection therewith.

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 In the third line following the word "located" insert the words to which the owner has no objection. Add the following to subparagraph:

11.1.2 Liability Insurance should include all major divisions of coverage, and be on a comprehensive general basis including:

1. Premises - Operations (including X-C-U).
2. Independent Contractor's Protective Liability.
3. Product and Completed Operations.
4. Contractual - including specific provisions for the Contractor's obligation under Paragraph 4.18.
5. Owned, non-owned, and hired motor vehicles.
6. Broad form coverage for property damage.

### 11.3 PROPERTY INSURANCE

11.3.1 Change first sentence to read: Unless otherwise provided, the Contractor shall purchase and maintain in a

## **REC VII BUILDING ALTERATIONS**

company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the Contract Sum for the entire Work at the site based on a replacement cost of Completed Value of the Project.

11.2.2 DELETED

11.2.3 DELETED

11.2.4 Add the following: The Contractor shall provide property insurance of his own for coverage on any repairs or replacement of scaffolding.

11.2.5 Add the following: Before an exposure to loss may occur, the Contractor shall file with the Owner and Architect two certified copies of the policy or policies providing this property insurance coverage. Each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

11.6 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

11.6.1 Add the following to the Subparagraph:

The successful Bidder, before entering into a Contract, shall furnish original embossed Surety Bonds, in the full amount of the Contract, guaranteeing faithful performance of the Contract, in accordance with the terms thereof. The performance Bond shall be on AIA Document A-311, and the labor and Material Payment Bond, and the Surety thereon shall be subject to the approval of the Owner and must have a U.S. Treasury Rating that exceeds the contract amount. Bond shall be signed by the Contractor as Principal and by the Sureties acceptable to the Owner. The bonds shall cover all work done under the contract. The cost of the premium on the aforesaid Bonds shall be paid for by the Contractor, and he shall include the cost in his Bid.

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

12.1 CORRECTION OF WORK

Add the following new subparagraph:

12.2.6 Two (2) weeks prior to the termination of the one year guarantee period, the contractor shall make an observation of the premises in the company of the owner, and shall take note of any repairs that may be necessary. The Contractor shall, within ten (10) days from date of observation, commence making any repairs that may be necessary, and shall prosecute the work without interruption, until completed to the satisfaction of the Owner, even though the date of completion may extend beyond the limit of the guarantee period.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

13.5 TESTS AND INSPECTIONS:

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Add the following subparagraph:

- 13.5.6 Required certificate of testing shall be distributed by the Independent Testing Agency as follows: (Tests are due within 24 hours of receipt of results!)

Owner	2 Copies
Contractor	2 Copies
Architect	1 Copy
Structural Engineer	1 Copy

### 13.6 EMPLOYMENT

- 13.6.1 The Contractor shall maintain policies of employment as follows:

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

- 13.6.2 The Contractor and all subcontracts shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment, without regard to race, religion, color, sex, or national origin.

- 15.5 Interpretation of details, methods, specifications, etc. The Contractor, subcontractor, and material supplier shall be held separately and jointly responsible for the proper working, workmanship, installed operations, appearance, durability of items incorporated into the project. The excuse that it was installed as detailed or specified and it does not function properly, is not valid. If the contractor is in disagreement with any items, details, methods, or specifications, he shall notify the Architect in writing. Such matters will be clarified, in writing, by the Architect, prior to their incorporation into the project.

- 15.6 The Owner reserves the right to require additional information and/or to reject any or all bids or portions of bid, from Bidders that Owner determines not to be qualified to carry out the obligations of the contract and complete project.

## TASKER LOCKER ROOM RENOVATION

### SECTION 01000 - GENERAL CONTRACTOR'S WORK

#### PART 1 - GENERAL

##### DESCRIPTION OF WORK:

Project: Locker Room Renovations for Tasker Arena

Except as specifically stated to the contrary, the work of this contract shall consist of construction of, to the extent indicated, on the plans and specifications.

The work shall include all site work required to complete the work shown, including all cutting and filling required to bring grades to levels indicated on drawings, within limits of grading shown, and any temporary items and work necessary to protect the new construction and equipment.

Extent of work is shown on drawings, including schedules, notes, and details to show size and location of all items of work of each and every Specification Section.

Location: Hobbs High School  
Tasker Arena  
800 N. Jefferson  
Hobbs, NM 88240

##### BUILDING PERMITS:

The Building Permit required for all operations under this contract, and all other permits and inspections, shall be **obtained by, and paid for by, the General Contractor.**

##### LAYOUT OF WORK:

Contractor shall locate all general reference points, layout the work, and be responsible for all lines, levels, and measurements, and all other work executed by him under the Contract. Exercise proper precaution to verify figures shown on drawings before laying out work, and be responsible for any errors resulting from failure to exercise such precaution. General Contractor shall have a registered surveyor layout building corners.

Contractor shall maintain well-built batter boards at all corners, and establish bench marks at not less than two widely separated places. As work progresses, establish bench marks at each floor, giving exact levels. As work progresses, Contractor shall lay out chalk line on floor indicating the exact location of all partitions, as a guide to all trades.

##### EXAMINATION OF SITE:

Visit the site, and be aware of all existing conditions. Failure to visit the site will in no way relieve the Contractor from necessity of furnishing any materials, or performing any work, in accordance with the Drawings and Specifications, without additional cost to the owner.

##### COOPERATION AND COORDINATION:

Contractor shall compile a list of submittals required under the construction specifications on AIA Document G712, within twenty-one (21) days of contract date, in accordance with Section 01340.

## **TASKER LOCKER ROOM RENOVATION**

Cooperate and coordinate work of all trades, including Plumbing, Mechanical, and Electrical. Provide complete data of requirement of all trades.

Provide and/or install, in place, all items required to be built into other work.

### **VERIFY CONDITIONS:**

Verify all conditions and dimensions. Examine all Drawings. Check all work or surfaces to receive new work. Report all conditions which interfere with, or will prevent, proper execution of the work.

Execution of the work constitutes acceptance of the base of adjoining work, and other conditions, as satisfactory in every respect.

Before proceeding with fabrication of any materials required to be fitted to other construction, obtain measurement and verify dimensions, and shop drawing details, as required for accurate fit.

### **APPLICABLE STANDARDS:**

All materials and workmanship shall conform to the requirements of all Federal, State, and Local building codes, and all other agencies having jurisdiction; to the requirements of the National Board of Fire Underwriters; and except, as modified herein, to the published specifications of, and to the recommended practices of, the manufacturer and the appropriate applicable standards.

Comply with the following Codes:

International Building Codes, as adopted by the State of New Mexico.

Uniform Plumbing Code, as adopted by the State of New Mexico.

Uniform Mechanical Code, as adopted by the State of New Mexico.

New Mexico Building Code, as adopted by the State of New Mexico.

National Electrical Code, as adopted by the State of New Mexico.

N.F.P.A. - 101., Life Safety code as adopted by the State of New Mexico

A.D.A./ANSI Regulations, as adopted by the State of New Mexico.

### **WORKING AREA:**

A portion of the site shall be allotted to the Contractor for the prosecution of his work, and he shall build a barricade around the area. To confine his operation, it shall be of a type which deters trespassing, and complies with the Local Building Code.

### **PROGRESS SCHEDULE:**

Within seven (7) days after the award of the Contract, the Contractor shall prepare, and submit to the Architect for approval, a feasible schedule covering starting and completing dates for the salient features and principal construction operation involved in its performance.

## **TASKER LOCKER ROOM RENOVATION**

### CONSTRUCTION FORCE:

The Contractor shall provide and maintain, in full operation at all times during the performance of the Contract, a sufficient crew of laborers, mechanics, and foreman to prosecute the work with dispatch. The Contractor shall provide a full time superintendent who shall not be transferred from this project without the consent of the Architect. Assigned superintendent shall be approved by Owner and A/E.

### PUMPING AND DRAINAGE:

Surface water, sub-surface water, or other fluids shall not be permitted to accumulate in excavation not under structures. Should such conditions develop or be encountered, the water, or other fluid, shall be controlled, and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams, or other methods, as approved by the Architect.

### DUST PALLIATION:

Throughout the entire contract period, the contractor shall effectively dust palliate the working area, roads used in operation, and involved portions of the site, with such frequency as will satisfactorily allay the dust during the hours that work is being performed.

### WORK PERFORMED BY OTHERS:

All work, or items of equipment marked "N.I.C." (not in contract), shall be furnished and installed by the Owner.

### PRESERVATION AND RESTORATION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work, and shall conduct his operation so as to insure the prevention of injury or damage thereto.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, such property shall be restored by the Contractor at his own expense, to a condition to, or equal to, that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner.

### ROUGH-IN:

Rough-in for all items, as well as all work and materials shown or indicated on the drawings or specifications, and not specifically excluded, shall be furnished and installed complete, by the Contractor.

### COORDINATION:

The Contractor shall coordinate his work with that of the suppliers of the Owner furnished equipment. All necessary openings, blockouts, cutouts, etc., shall be verified, before construction, to prevent delays of any kind.

### SAMPLING AND TESTING:

All sampling and testing called for in the Contract Documents shall be conducted by a testing laboratory. Two copies of reports relating to test results will be mailed from the testing laboratory to both the Architect, the Contractor and the Owner. Cost of tests shall be borne by the Contractor. The General Contractor is warned that failure to include or apprise inspector will not relieve the General Contractor of the obligation to have all applicable items tested and

## TASKER LOCKER ROOM RENOVATION

documents, and failure to comply may result in removal and reconstruction of that portion of work.

Watchmen will not be provided by the owner. The Contractor will be held responsible for loss or injury to persons or property where his work is involved and provide such watchmen, or take such other precautionary measures as he may deem necessary to protect his and the Owner's, interests.

### DELIVERY, STORAGE, AND HANDLING OF MATERIALS:

Deliver materials and anchorage devices which are to be installed under other sections in ample time, so as not to delay the work.

Store materials to permit easy access for inspection and identification. Keep materials dry and off of the ground using pallets, platforms, or other supports. Protect materials and packaged materials from corrosion, erosion, and deterioration.

Do not store materials or structure in a manner that could cause distortion or damage to the structure. Repair or replace damaged materials promptly.

### CLEANING RESPONSIBILITY:

Unless the General Contractor notifies his subcontractors otherwise, in advance, the General Contractor is responsible for all periodic and final cleaning of the project site and work areas.

### PERIODIC CLEANING:

Garbage Collection: Provide a collection can at each location on the site used as an eating area. Pick up all garbage not deposited in cans daily. If garbage is left overnight, cover cans. Remove garbage from site at least weekly. Keep project free of garbage, trash, and vermin.

Trash Removal: Clear building and site of trash at least once a week. When rapid accumulation occurs, remove trash more frequently. Remove highly combustible trash such as cardboard and paper daily.

Disposition of Debris: Remove debris from the site and make legal disposition. No debris or materials may be burned at the site.

### FINAL CLEAN-UP:

Leave the building and grounds, in every respect, ready for occupancy by the Owner. The interior is to be mopped clean; exterior slabs are to be hosed clean. Clean or repair any area soiled or damaged by an employee of the Contractor or Subcontractor. Remove all putty, paint, dirt, labels, grease, etc., and leave work in a clean, undamaged condition that is satisfactory to the Architect. Acid solutions or water containing caustic soap will not be permitted for cleaning.

All splatterings and traces of paint materials shall be carefully, and completely, removed from adjoining work, especially the plumbing fixtures, aluminum, hardware, and glass. Surfaces shall not be marred, in any manner whatsoever, by the scraping off of the paint flecks. The glass and mirrors shall be washed bright and clean, after they have been inspected, to make certain that all blemishes have been entirely removed.

Any aluminum shall be thoroughly cleaned with plain water or a petroleum product, such as white gasoline, kerosene, or distillate. No abrasive cleaning agents will be permitted.

Exposed plumbing equipment, apparatus, and materials shall thoroughly cleaned of oil, grease dirt, rust, cement plaster, etc., and be left smooth and clean. Cracks and corners shall be scraped out clean, and all finished surfaces shall be cleaned and polished.



## TASKER LOCKER ROOM RENOVATION

The entire area outside of the building shall be cleaned and raked free of all debris due to work. Remove all debris from the site.

### PUNCH LIST:

The Architect will prepare a punch list of items to be completed, repaired, replaced, etc., upon substantial completion of the project. The Contractor shall remedy all conditions, repairs, or replace all listed items, within thirty (30) days of receipt of the punch list.

### PROTECTIONS FOR WORK IN PLACE:

Work in place that is subject to causing injury, because of operations carried on adjacent thereto, shall be covered or substantially enclosed with adequate protection per O.S.H.A. Permanent openings used as thoroughfares, for the introduction of work or material to the structure, shall have heads, jambs, and sills well blocked and boarded. All forms of protection shall be constructed in a manner that, upon completion, the entire work will be delivered to the Owner in a proper, whole, and unblemished condition.

### TEMPORARY FIRE PROTECTION:

The Contractor shall provide and maintain fire extinguishers, fire hoses, and other equipment as necessary for proper fire protection during construction.

### TEMPORARY SANITARY FACILITIES:

Provide suitable temporary toilet facilities complying with all building and sanitation ordinances, laws and codes. Remove all temporary sanitary facilities before final inspection.

All temporary buildings shall be weather and watertight, and maintained in a neat and orderly appearance, for the duration of the work.

Field Office and Telephone: The Contractor shall provide, and maintain during the entire period of construction, a field office and telephone for his use, and with space for use of the Architect's representative. All phone calls and charges shall be paid for by the Contractor. The office shall contain the following minimum facilities:

Layout table and file cabinet, where copies of all correspondence, Drawings, Specifications, Shop Drawings, Change Orders, etc., will be available.

80 foot candles of light at desk level.

2 power outlets.

Enclosed Storage Areas: The Contractor, and each subcontractor, for their own use, shall provide and maintain watertight storage sheds for materials which might be damaged by weather. Floors should be raised above ground level. Remove from site at completion of work.

Temporary Public Protection: Should Government, State, or Local authorities require construction of temporary barricades or covered passageways, they shall be constructed by the Contractor, at no additional cost to the Owner, shall be as approved by the Architect, and shall be painted and maintained in an orderly appearance at all times, and be repainted when necessary, as direct by the Architect.

## **TASKER LOCKER ROOM RENOVATION**

Removal of Temporary Construction: Temporary office facilities, toilets, storage sheds, and other construction of a temporary nature, shall be removed from the site as soon as, in the opinion of the Architect, the progress of the work will permit, and the portions of the site occupied by same shall be properly reconditioned and restored to a condition that is acceptable to the Architect.

**END OF SECTION 01000**

## TASKER LOCKER ROOM RENOVATIONS

### SECTION 01010 - SUMMARY OF WORK

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

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

**The successful general contractor is responsible for providing all fire alarm submittals stamped by a New Mexico registered Engineer and submitting them to the New Mexico State Fire Marshal's office for approval.**

##### PROJECT DESCRIPTION:

The Project consists of demolition, locker room restrooms and shower renovations, new lockers, finishes, mechanical unit addition, plumbing, modifications and lighting replacement, as shown on Contract Documents prepared by *NPSR Architects, Inc.*

##### WORK SEQUENCE:

The Work will be conducted in one phase to provide the least possible interference to the activities of the Owner's personnel, and to permit an orderly transfer of personnel and equipment to the new facilities.

##### CONTRACTOR USE OF PREMISES:

General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.

Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

##### OWNER OCCUPANCY:

Partial Owner Occupancy: The Owner reserves the right to occupy, and to place and install equipment, in completed areas of the building, prior to Substantial Completion, provided that such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

A Certificate of Substantial Completion will be executed for each specific portion of the Work to be occupied prior to Owner occupancy.

The General Contractor shall obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.

Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner shall control operation and maintenance of mechanical and electrical systems in occupied portions of the building.

**TASKER LOCKER ROOM RENOVATIONS**

**PART 2 - PRODUCTS** (Not Applicable.)

**PART 3 - EXECUTION**

**END OF SECTION 01010**

## TASKER LOCKER ROOM RENOVATIONS

### SECTION 01020 - ALLOWANCES

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

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

##### SUMMARY:

This Section specifies administrative and procedural requirements governing handling and processing allowances.

##### SELECTION AND PURCHASE:

At the earliest feasible date after Contract award, advise the Architect of the date when the final selection and purchase of each product or system described by an allowance must be completed in order to avoid delay in performance of the Work.

When requested by the Architect, obtain proposals for each allowance for use in making final selections; include recommendations that are relevant to performance of the Work.

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

##### SUBMITTALS:

Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

##### CONTINGENCY ALLOWANCES:

General contractor should include a reasonable amount of overhead and profit on top of the contingency allowance, and include in the base bid. General contractor will not be allowed additional mark-ups during actual usage of contingency allowance.

##### UNUSED MATERIALS:

Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted. Where it is not economically feasible to return unused material for credit, and when requested by the Architect, prepare unused material for the Owner's storage, and deliver to the Owner's storage space as directed. Otherwise, disposal of excess material is the Contractor's responsibility.

#### PART 2 - PRODUCTS (Not Applicable.)

#### PART 3 - EXECUTION

### ALLOWANCES

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## **TASKER LOCKER ROOM RENOVATIONS**

### INSPECTION:

Inspect products covered by an allowance promptly upon delivery for damage or defects.

### PREPARATION:

Coordinate materials and their installation for each allowance with related materials and installations, to ensure that each allowance item is completely integrated and interfaced with related construction activities.

### SCHEDULE OF ALLOWANCES:

ALLOWANCE NO. 1 – Contingency allowance of \$20,000 shall be included in the base bid to be used at owner's discretion.

**END OF SECTION 01020**

## TASKER LOCKER ROOM RENOVATIONS

### **SECTION 01030 - ALTERNATES**

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

##### **RELATED DOCUMENTS:**

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

##### **SUMMARY:**

This Section specifies administrative and procedural requirements for Alternates.

**Definition:** An Alternate is an amount proposed by Bidders, and stated on the Bid Form, for certain construction activities defined in the Bidding Requirements that may be added to, or deducted from, the Base Bid amount, if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

**Coordination:** Coordinate related Work, and modify or adjust adjacent Work as necessary, to ensure that Work affected by each accepted Alternate is complete, and fully integrated into the project.

**Notification:** Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

**Schedule:** A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.

Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to, or required for, a complete installation, whether or not mentioned as part of the Alternate.

#### **PART 2 - PRODUCTS** (Not Applicable.)

#### **PART 3 - EXECUTION**

##### **SCHEDULE OF ALTERNATES:**

Alternate is applicable to each bid lot: Should the owner elect to delete the Mondo Advance Flooring and install Mohawk Enhanced Resilient Tile (ERT) instead, deduct this cost from the base bid.

**END OF SECTION 01030**

## TASKER LOCKER ROOM RENOVATIONS

### SECTION 01090 - DEFINITIONS AND STANDARDS

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

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

##### DEFINITIONS:

General: Basic Contract definitions are included in the General Conditions.

Indicated: Refers to graphic representations, notes, or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as “shown”, “noted”, “scheduled”, and “specified” are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

Directed: Terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, and “permitted” mean “directed by the Architect”, “requested by the Architect”, and similar phrases. However, no implied meaning shall be interpreted to extend the Architect’s responsibility into the Contractor’s area of construction supervision.

Approve: The term “approved”, where used in conjunction with the Architect’s action on the Contractor’s submittals, applications, and requests, is limited to the duties and responsibilities of the Architect, as stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract requirements unless otherwise provided in the Contract Documents.

Regulation: The term “Regulations” includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.

Furnish: The term “furnish” is used to mean “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations”.

Install: The term “install” is used to describe operations at project site including the actual “unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations”.

Provide: The term “provide” means “to furnish and install, complete and ready for the intended use”.

Installer: An “Installer” is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

The term “experienced”, when used with the term “Installer” means having a minimum of five (5) previous Projects, similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.



## TASKER LOCKER ROOM RENOVATIONS

Project Site: The space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other construction activities as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.

Testing Laboratories: A “testing laboratory” is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### SPECIFICATION FORMAT AND CONTENT EXPLANATION:

Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute’s Division-16 format and MASTERFORMAT numbering system.

Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

Abbreviated Language: Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural, and plural words interpreted as singular, where applicable and where the full context of the Contract Documents so indicates.

Imperative and Streamlined Language: Used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

The words “shall be” shall be included by inference wherever a colon (:) is used within a sentence or phrase.

Assignment of Specialists: The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments or requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

Trades: Use of titles such as “carpentry” is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter”. It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

### DRAWING SYMBOLS:

Graphic symbols: Where not otherwise noted, symbols are defined by “Architectural Graphic Standards”, published by John Wiley & Sons, Inc., eighth edition.

Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE, and similar organizations. Refer instances of uncertainty to the Architect for clarification before proceeding.

## TASKER LOCKER ROOM RENOVATIONS

### INDUSTRY STANDARDS:

Applicability of Standards: Except where 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. Such standards are made a part of the Contract Documents by reference. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.

Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.

Updated Standards: At the request of the Architect, Contractor, or authority having jurisdiction, submit a Change Order proposal where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Architect will decide whether to issue a Change Order to proceed with the updated standard.

Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.

Minimum Quantity or Quality Levels: In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Architect for a decision before proceeding.

Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.

Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

Although copies of standards needed for enforcement of requirements also may be included as part of required submittals, the Architect reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.

### GOVERNING REGULATIONS/AUTHORITIES:

The Architect has contacted authorities having jurisdiction where necessary to obtain information necessary for the preparation of Contract Documents; that information may or may not be of significance to the Contractor. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.

## **TASKER LOCKER ROOM RENOVATIONS**

Copies of Correspondence: During preparation of the Contract Documents, the Architect has maintained a file of correspondence with authorities having jurisdiction. This file is available at the Architect's office for reference. If requested, the Architect will provide copies of correspondence at cost of reproduction.

Attached Copies: Certain items of correspondence are believed to include information applicable to performance of the Work. These items have been reproduced and included in the Project Manual at the end of this Section, as follows:

Copies of Regulations: Obtain copies of the following regulations and retain at the Project Site, available for reference by parties who have a reasonable need for such reference:

### **SUBMITTALS**:

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

**PART 2 - PRODUCTS** (Not Applicable.)

**PART 3 - EXECUTION** (Not Applicable.)

**END OF SECTION 01090**

# TASKER LOCKER ROOM RENOVATIONS

## SECTION 01300 - SUBMITTALS

### PART 1 - GENERAL

#### RELATED DOCUMENTS:

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

#### SUMMARY:

This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

- Contractor's construction schedule.
- Submittal schedule.
- Daily construction reports.
- Shop Drawings.
- Product Data.
- Samples.

Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

- Permits.
- Applications for payment.
- Performance and payment bonds.
- Insurance certificates.
- List of Subcontractors.

#### SUBMITTAL PROCEDURES:

Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities, to avoid delay.

Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals, until related submittals are received.

Processing: Allow sufficient review time, so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

Allow two (2) weeks for processing each submittal.

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No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.

Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

Provide a space, approximately 4" x 5", on the label or beside the title block on Shop Drawings, to record the Contractor's review and approval markings, and the action taken.

Include the following information on the label, for processing and recording action taken:

- Project name.
- Date.
- Name and address of Architect.
- Name and address of Contractor.
- Name and address of subcontractor.
- Name and address of supplier.
- Name of manufacturer.
- Number and title of appropriate Specification Section.
- Drawing number and detail references, as appropriate.

Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

On the transmittal, record relevant information and requests for data. On the form, or a separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include the Contractor's certification that information complies with Contract Document requirements.

Transmittal Form: Use AIA Document G 810.

### CONTRACTOR'S CONSTRUCTION SCHEDULE:

Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit with thirty (30) days of the date established for "Commencement of the Work". Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".

Within each time bar, indicate estimated completion percentage in ten percent (10%) increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.

Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show date for the entire construction period.

Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities, including minor elements involved in the sequence of Work. Show each activity in proper sequence. Indicate, graphically, sequences necessary for completion of related portions of Work. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other schedules.

Indicate completion, in advance of the date established for Substantial Completion. Indicate Substantial Completion on

## TASKER LOCKER ROOM RENOVATIONS

the schedule, to allow time for the Architect's procedures necessary for certification of Substantial Completion.

Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit Work by separate Contractors, and partial occupancy by the Owner, prior to Substantial Completion.

Work Stages: Indicated important stages of construction for each major portion of the Work, including testing and installation.

Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced, or integrated with other activities.

Cost Correlation: At the head of the schedule, provide a two item cost correlation line, dictating "precalculated" and "actual" costs. On the line, show dollar-volume of Work performed, as of the dates used for preparation of payment requests.

Refer to Section "Applications for Payment" for cost reporting and payment procedures.

Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

When revisions are made, distribute 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 construction activities.

Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

### SUBMITTAL SCHEDULE:

After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule with ten (10) days of the date required for establishment of the Contractor's construction schedule.

Coordinate submittal schedule with the list of subcontracts, schedule of values, and the list of products, as well as the Contractor's construction schedule.

Prepare the schedule in chronological order; include submittals required during the first ninety (90) days of construction. Provide the following information:

- Scheduled date for the first submittal.
- Related Section number.
- Submittal category.
- Name and contact information of subcontractor and/or supplier.
- Description of the part of the Work covered.
- Scheduled date for resubmittal.
- Scheduled date for the Architect's final release or approval.

Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

## TASKER LOCKER ROOM RENOVATIONS

When revisions are made, distribute 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 construction activities.

Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

### DAILY CONSTRUCTION REPORTS:

Prepare a daily construction report, recording the following information concerning events at the site, and submit duplicate copies to the Architect at weekly intervals:

### SHOP DRAWINGS:

Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicated deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:

- Dimensions.
- Identification of products and materials included.
- Compliance with specified standards.
- Notation of coordination requirements.
- Notation of dimensions established by field measurement.

Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Show Drawings on sheets at least 8 1/2" x 11", but no larger than 24" x 36".

Final Submittal: Submit digital information for shop drawings. All color selection shall be made from actual samples or manufacturer's color charts. Colors will not be selected from digital submittals.

Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

Coordination Drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or functions as intended.

Preparation of Coordination Drawings is specified in section "Project Coordination", and may include components previously shown in detail on Show Drawings or Product Data.

Submit Coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

### PRODUCT DATA:

Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".

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Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- Manufacturer's printed recommendations.
- Compliance with recognized trade association standards.
- Compliance with recognized testing agency standards.
- Application of testing agency labels and seals.
- Notation of dimensions verified by field measurement.
- Notation of coordination requirements.

Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

Submittals: Submit digital submittal. The Architect will mark and return a digital submittal.

Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

Distribution: Contractor shall furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.

Do not permit use of unmarked copies of Product Data in connection with construction.

### SAMPLES:

Submit full-size, fully fabricated Samples cured and finished as specified, and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect's Sample. Include the following:

- Generic description of the Sample.
- Sample source.
- Product name, or name of manufacturer.
- Compliance with recognized standards.
- Availability and delivery time.

Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

Where variation in color, patten, texture, or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.

Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. Of the transmittal, indicate special requests regarding disposition of Sample submittals.



## TASKER LOCKER ROOM RENOVATIONS

Preliminary Submittals: Where Samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.

Preliminary submittals will be reviewed and returned with the Architect's mark, indicating selection and other action.

Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three (3) sets; one will be returned marked with the action taken.

Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.

Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

Sample sets may be used to obtain final acceptance of the construction associated with each set.

Distribution Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials, and to establish the standard by which the Work will be judged.

Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

### ARCHITECT'S ACTION:

Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.

Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Architect will sign each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

No Exceptions Taken.  
Rejected.  
Make Corrections Noted.  
Revise and Resubmit.  
Submit Specified Item.

**PART 2 - PRODUCTS** (Not Applicable.)

**PART 3 - EXECUTION** (Not Applicable.)

**END OF SECTION 01300**

**SUBMITTALS**

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## TASKER LOCKER ROOM RENOVATIONS

### SECTION 01400 - QUALITY CONTROL SERVICES

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

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

##### SUMMARY:

This Section specifies administrative and procedural requirements for quality control services.

Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.

Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.

Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.

Inspections, tests, and related actions specified, are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.

Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction, are not limited by provisions of this Section.

##### RESPONSIBILITIES:

Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.

The Contractor shall employ and pay an independent agency, to perform specified quality control services.

Retesting: The Contractor is responsible for retesting where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.

Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

## TASKER LOCKER ROOM RENOVATIONS

Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services, as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:

Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.

Taking adequate quantities of representative samples of materials that require testing, or assisting the agency in taking samples.

Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.

Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.

Security and protection of samples and test equipment at the Project site.

Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.

The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

The agency shall not perform any duties of the Contractor.

Coordination: The Contractor and each agency engaged to perform inspections, tests, and similar services, shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

### SUBMITTALS:

The independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.

Submit additional copies of each written report directly to the governing authority, when the authority so directs.

Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:

Date of issue.

Project title and number.

Name, address and telephone number of testing agency.

Dates and locations of samples and tests or inspections.

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Names of individuals making the inspection or test.  
Designation of the Work and test method.  
Identification of product and Specification Section.  
Complete inspection or test data.  
Test results and an interpretation of test results.  
Ambient conditions at the time of sample-taking and testing.  
Comments, or professional opinion as to whether inspected or tested Work complies with contract.  
Document requirements.  
Name and signature of laboratory inspector.  
Recommendations on retesting.

### QUALITY ASSURANCE:

Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.

Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

### PART 2 - PRODUCTS (Not Applicable.)

### PART 3 - EXECUTION

#### REPAIR AND PROTECTION:

General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching".

Protect construction exposed by, or for, quality control service activities, and protect repaired construction.

Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

**END OF SECTION 01400**

## TASKER LOCKER ROOM RENOVATIONS

### SECTION 01500 - TEMPORARY FACILITIES

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

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

##### SUMMARY:

This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.

Temporary construction and support facilities required include, but are not limited to:

- Sanitary facilities, including drinking water.
- Temporary enclosures.
- Waste disposal services.
- Construction aids and miscellaneous services and facilities.

Security and protection facilities required include, but are not limited to:

- Barricades, warning signs, lights.
- Sidewalk bridge or enclosure fence for the site.
- Environmental protection.

##### SUBMITTALS:

Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility within fifteen (15) days of the date established for commencement of the Work.

##### QUALITY ASSURANCE:

Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including, but not limited to:

- Building Code requirements. Health and safety regulations.
- Utility company regulations.
- Police, Fire Department and Rescue Squad rules.
- Environmental protection regulations.

Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library, "Temporary Electrical Facilities".

Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.

## **TASKER LOCKER ROOM RENOVATIONS**

Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

### **PROJECT CONDITIONS:**

Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the site.

## **PART 2 - PRODUCTS**

### **MATERIALS:**

General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.

For fences and vision barriers, provide exterior type, minimum 3/8" thick plywood.

For safety barriers, sidewalk bridges and similar uses, provide minimum 5/8" thick exterior plywood.

Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of fifteen (15) or less. For temporary enclosures, provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.

Water: Provide potable water approved by local health authorities.

Open-Mesh Fencing: Provide 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel pipe posts, 1-1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

### **EQUIPMENT:**

General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.

Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.

Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 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.

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.

## **TEMPORARY FACILITIES**

## **TASKER LOCKER ROOM RENOVATIONS**

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.

Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

First Aid Supplies: Comply with governing regulations.

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.

Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

### **PART 3 - EXECUTION**

#### **INSTALLATION:**

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. 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.

#### **TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION:**

Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.

Maintain temporary construction and 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.

Provide incombustible construction for offices, shops and sheds located within the construction area, or within thirty (30) feet of building lines. Comply with requirements of NFPA 241.

Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

Heating Facilities: Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel

## TASKER LOCKER ROOM RENOVATIONS

oil heaters with individual space thermostatic control.

Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.

Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.

Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best service the Project's needs.

Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.

Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.

Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.

Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.

Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.

Where temporary wood or plywood enclosure exceeds 100 square feet in area, use UL-labeled fire-retardant treated material for framing and main sheathing.

Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

Temporary Exterior Lighting: Install exterior yard and sign lights so that signs are visible when Work is being performed.

Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80EF (27EC). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

Rodent and Pest Control: Before deep foundation Work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be relatively free of pests and their residues at Substantial Completion. Perform control operations in a lawful manner using environmentally safe materials.

### SECURITY AND PROTECTION FACILITIES INSTALLATION:

#### TEMPORARY FACILITIES



## TASKER LOCKER ROOM RENOVATIONS

Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Architect.

Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers", and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations".

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.

Store combustible materials in containers in fire-safe locations.

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.

Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

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.

Enclosure Fence: When excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except by the entrance gates.

Provide open-mesh, chain-link fencing with posts set in a compacted mixture of gravel and earth.

Provide plywood fence, 8-feet high, framed with four 2" x 4" rails, and preservative treated wood posts spaced not more than 8-feet apart.

Covered Walkway: Erect a structurally adequate protective covered walkway for passage of persons along the adjacent public street. Coordinate with entrance gates, other facilities and obstructions. Comply with regulations of authorities having jurisdiction.

Construct using scaffold or shoring framing, waterproofed wood plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways and similar provisions for protection and safe passage. Extend the back wall beyond the structure to complete the enclosure fence. Paint and maintain in a manner acceptable to the Owner and Architect.

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.

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.

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

## TASKER LOCKER ROOM RENOVATIONS

be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

### OPERATION, TERMINATION AND REMOVAL:

Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour a day basis, where required, to achieve indicated results and to avoid possibility of damage.

Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

Termination and Removal: Unless the Architect requires that it be maintained longer, remove each temporary facility when the need has ended, or 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.

Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs. Remove temporary paving that is not intended for, or acceptable for, integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt or other petrochemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:

Replace air filters and clean inside of ductwork and housings.

Replace significantly worn parts and parts that have been subject to unusual operating conditions.

Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

**END OF SECTION 01500**

## TASKER LOCKER ROOM RENOVATIONS

### SECTION 01700 - PROJECT CLOSEOUT

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

##### SUMMARY:

This Section specifies administrative and procedural requirements for project closeout, including, but not limited to:

- Inspection procedures.
- Project record document submittal.
- Operating and maintenance manual submittal.
- Submittal of warranties.
- Final cleaning.

Closeout requirements for specific construction activities are included in the appropriate Sections in Division-2 through Division-16. Submit one hard copy and one electronic copy of all closeout documents to the Architect.

##### PRE-FINAL OBSERVATION:

Preliminary Procedures: Before requesting pre-final observation, complete the following. List exceptions in the request.

Advise Owner of pending insurance change-over requirements.

Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operation certificates and similar releases.

Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.

Deliver tools, spare parts, extra stock, and similar items.

Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.

Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change-over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

Complete final clean-up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finished.

Observation Procedures: On receipt of a request for observation, the Architect will either proceed with observation or

## TASKER LOCKER ROOM RENOVATIONS

advise the Contractor of unfilled requirements. The Architect will advise the Contractor of constructions that must be completed or corrected before the final acceptance.

The Architect will repeat observation, when requested, and assured that the Work has been completed.

Results of the completed observation will form the basis of requirements for final acceptance.

### FINAL ACCEPTANCE:

Preliminary Procedures: Before requesting final observation for certification of final acceptance and final payment, complete the following. List exceptions in the request.

Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations, where required.

Submit an updated final statement, account for final additional changes to the Contract Sum.

Submit a certified copy of the Architect's final observation list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.

Submit final meter readings for utilities, a measured record of stored fuel, and similar data, as of the date of Completion, or when the Owner took possession of, and responsibility for, corresponding elements of the Work.

Submit consent of surety to final payment.

Submit a final liquidated damages settlement statement.

Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Reobservation Procedure: The Architect will reobserve the Work upon receipt of notice that the Work, including observation list items from earlier observations, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.

Upon completion of reobservation, the Architect will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.

If necessary, reobservation will be repeated, at the cost of the General Contractor.

### RECORD DOCUMENT SUBMITTALS:

General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistant location; provide access to record documents for the Architect's reference during normal working hours.

Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

## PROJECT CLOSEOUT

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Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.

Note related Change Order numbers where applicable.

Provide the owner with a reproducible set of mylars, with drafting done by a qualified draftsman. Organize record drawing sheets in order, and submit to the owner.

Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related to record drawing information and Product Data.

Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.

Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information: Provide one hard copy and one electronic copy.

- Emergency instructions.
- Spare parts list.
- Copies of warranties.
- Wiring diagrams.
- Recommended "turn around" cycles.
- Inspection procedures.
- Shop Drawings and Product Data.
- Fixture lamping schedule

### **PART 2 - PRODUCTS** (Not Applicable.)

### **PART 3 - EXECUTION**

#### **CLOSEOUT PROCEDURES:**

Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

- Maintenance manuals.
- Record documents.
- Spare parts and materials.
- Tools.
- Lubricants.
- Fuels.
- Identification systems.
- Control sequences.

## TASKER LOCKER ROOM RENOVATIONS

Hazards.  
Cleaning.  
Warranties and bonds.  
Maintenance agreements and similar continuing commitments.

As part of instruction for operating equipment, demonstrate the following procedures:

Start-up.  
Shut-down.  
Emergency operations.  
Noise and vibration adjustments.  
Safety procedures.  
Economy and efficiency adjustments.  
Effective energy utilization.

### FINAL CLEANING

General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions.

Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

Remove labels that are not permanent labels.

Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass, and other transparent materials.

Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

Clean the site, including landscape development areas of rubbish, litter, and foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted. To a smooth even-textured surface.

Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of, in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

### **PROJECT CLOSEOUT**

**TASKER LOCKER ROOM RENOVATIONS**

**END OF SECTION 01700**

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## TASKER LOCKER ROOM RENOVATIONS

### SECTION 01740 - WARRANTIES AND BONDS

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

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

##### SUMMARY:

This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.

General closeout requirements are included in Section "Project Closeout".

Specific requirements for warranties for the Work and products and installation that are specified to be warranted, are included in the individual Sections of Division-2 through Division-16.

Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

##### DEFINITIONS:

Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special Warranties are written warranties required by, or incorporated in, the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

##### WARRANTY REQUIREMENTS:

Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.



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**Replacement Cost:** Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

**Owner's Recourse:** Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

**Rejection of Warranties:** The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

### **SUBMITTALS:**

**Submit written warranties** to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.

When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen (15) days of completion of that designated portion of the Work.

When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.

Forms for special warranties are included at the end of this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer. Submit a draft to the Owner through the Architect for approval prior to final execution.

Refer to individual Sections of Division-2 through Division-16 for specific content requirements, and particular requirements for submittal of special warranties.

**Form of Submittal:** At Final Completion, compile two (2) copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence, based on the table of contents of the Project Manual.

Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.

Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.

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When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

**PART 2 - PRODUCTS** (Not Applicable.)

**PART 3 - EXECUTION**

**SCHEDULE OF WARRANTIES:**

Schedule: Provide warranties and bonds on products and installations as specified.

**END OF SECTION 01740**

## TASKER LOCKER ROOM RENOVATIONS

### SECTION 02070 - SELECTIVE DEMOLITION

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

##### DESCRIPTION OF WORK:

Extent of selective demolition work is indicated on drawings.

Types of Selective Demolition Work: Demolition requires the selective removal and subsequent offsite disposal of the following:

Portions of building structure indicated on drawings and as required to accommodate new construction.

Removal of interior partitions as indicated on drawings.

Removal of doors and frames indicated "remove".

Removal of built-in casework indicated "remove".

Removal and protection of existing fixtures and equipment items indicated "salvage".

##### SUBMITTALS:

Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Owner's Representative for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.

Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

Coordinate with Owner's continuing occupation of portions of existing building, with Owner's partial occupancy of completed new addition, and with Owner's reduced usage during summer months.

##### JOB CONDITIONS:

Occupancy: Owner will be continuously occupying areas of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of seventy-two (72) hours advance notice to Owner of demolition activities which will severely impact Owner's normal operations.

Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.

Conditions existing at time of commencement of contract will be maintained by Owner, insofar as practicable. However, variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition

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work.

Partial Demolition and Removal: Items indicated to be removed but of salvable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.

Storage or sale of removed items on site will not be permitted.

Protections: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.

Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to and from occupied portions of the building.

Erect temporary covered passageways as required by authorities having jurisdiction.

Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.

Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.

Protect floors with suitable coverings, when necessary.

Construct temporary insulated solid dustproof partitions, where required, to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks, if required.

Provide temporary weather protection during intervals between demolition and removal of existing construction on exterior surfaces, and installation of new construction to insure that no water leakage or damage occurs to structure or interior areas of existing building.

Remove protections at completion of work.

Damages: Promptly repair damages caused to adjacent facilities by demolition work, at no cost to the Owner.

Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities, without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.

Explosives: Use of explosives will not be permitted.

Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental

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protection.

Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

### **PART 2 - PRODUCTS** (Not Applicable.)

### **PART 3 - EXECUTION**

#### **INSPECTION:**

Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions to structure surfaces, equipment, or to surrounding properties, which could be misconstrued as damage resulting from selective demolition work; file with Owner's Representative prior to starting work.

#### **PREPARATION:**

Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.

Cease operations and notify the Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

Cover and protect furniture, equipment and fixtures to remain from soiling or damage when demolition work is performed in rooms or areas from which such items have not been removed.

Erect and maintain dust-proof partitions and closures, as required, to prevent spread of dust or fumes to occupied portions of the building.

Where selective demolition occurs immediately adjacent to occupied portions of the building, construct dust-proof partitions of minimum 4" studs, 5/8" drywall (joints taped) on occupied side, 1/2" fire-retardant plywood on demolition side, and fill partition cavity with sound-deadening insulation.

Provide weatherproof closures for exterior openings resulting from demolition work.

Locate, identify, stub off and disconnect utility services that are not indicated to remain.

Provide by-pass connections, as necessary, to maintain continuity of service to occupied areas of building. Provide minimum of seventy-two (72) hours advance notice to Owner if shut-down of service is necessary during change-over.

#### **DEMOLITION:**

Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings, in accordance with demolition schedule and governing regulations.

Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.

## TASKER LOCKER ROOM RENOVATIONS

Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors or framing.

Provide services for effective air and water pollution controls, as required by local authorities having jurisdiction.

Demolish foundation walls to a depth of not less than 12" below existing ground surface. Demolish and remove below-grade wood or metal construction. Break up below-grade concrete slabs.

For interior slabs on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.

Completely fill below-grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel or sand, free of trash and debris, stones over 6" diameter, roots or other organic matter.

If unanticipated mechanical, electrical or structural elements, which conflict with intended function or design, are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative, rearrange selective demolition schedule as necessary to continue overall job progress without delay.

### SALVAGE MATERIALS:

Salvage Items: Where indicated on Drawings as "Salvage-Deliver to Owner", carefully remove indicated items, clean, store and turn over to Owner and obtain receipt.

### DISPOSAL OF DEMOLISHED MATERIALS:

Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.

### CLEAN-UP AND REPAIR:

Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.

Repair demolition performed in excess of that required. Return structures and surfaces to original condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

**END OF SECTION 02070**

## TASKER LOCKER ROOM RENOVATIONS

### SECTION 07700 - ROOF SPECIALTIES ACCESSORIES

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

##### DESCRIPTION OF WORK:

Extent and locations of roof accessories is indicated on the drawings and by provisions of this section.

Types of units specified in this section include the following:

Plastic skylight units.

Roof hatches.

Refer to roofing system sections of these specifications for roofing accessories to be built into roofing system (not work of this section).

##### SUBMITTALS:

Product Data; Roof Accessories: Submit manufacturer's technical product data, rough-in diagrams, details, installation instructions and general product recommendations.

##### QUALITY ASSURANCE:

Heat/Smoke Vent Compliance Labels: Provide units which have been tested, listed and labeled as follows:

Construction/Operation: UL-labeled/ FM Labeled.

Standards: Comply with SMACNA "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap-flashing to coordinate with type of roofing indicated. Comply with "NRCA Roofing and Waterproofing Manual" details for installation of units.

#### PART 2 - PRODUCTS

##### GENERAL PRODUCT REQUIREMENTS:

Provide manufacturer's standard units, modified as necessary to comply with requirements. Shop fabricate each unit to greatest extent possible.

##### MATERIALS, GENERAL:

## TASKER LOCKER ROOM RENOVATIONS

Zinc-Coated Steel: Commercial quality with 0.20 percent copper, ASTM A 525, G90 hot-dip galvanized, mill phosphatized.

Insulation: Manufacturer's standard rigid or semi-rigid board of glass fiber of thicknesses indicated.

Wood Nailers: Softwood lumber, pressure treated with water-borne preservatives for above-ground use, complying with AWPB LP-2; not less than 1-1/2" thick.

Safety Grilles: 3/4" diameter hardened steel bars spaced 6" o.c. in one direction and 12" o.c. in other. Weld bar intersections and weld ends of bars to structural frame. Clean and paint with rust-inhibitive metal primer.

Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other noncorrosive metal as recommended by manufacturer. Match finish of exposed fasteners with finish of material being fastened.

Gaskets: Tubular or fingered design of neoprene or polyvinyl chloride, or block design of sponge neoprene.

Bituminous Coating: FS TT-C-494 or SSPC-Paint 12, solvent type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coating.

Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, nondrying, non-migrating sealant.

Elastomeric Sealant: Generic type recommended by unit manufacturer, which is compatible with joint surfaces; comply with FS TT-S-00227-E, TT-S-00230C, or TT-S-001543A.

Roofing Cement: ASTM D 2822, asphaltic.

### PREFABRICATED PLASTIC SKYLIGHT UNITS:

Sheet Thicknesses: Except where additional thickness is required for light transmittances, provide glazing plastic sheet thickness required for 40 lbs. per sq. ft. external loading and 20 lbs. per sq. ft. internal loading pressures; comply with thickness recommendations of AAMA Bulletin No. 1601.1.

Plastic: Cast acrylic with abrasion-resistant coating on exterior surface, which limits haze increase to a maximum of 2 percent increase per 100 rev. on 500g Taber abraser in accordance with ASTM D 1044; 14,500 psi flexural strength; 180EF (82EC) continuous service temperature.

Dome Type: Single sheet, of manufacturer's standard dome profile, complying with indicated dimensional/shape requirements.

Color, Exterior Sheet: Colorless transparent sheet.

Glazing Frame, Dome Retainer, Trim: Extruded aluminum.

Curb Frame: Manufacturer's standard formed or extruded aluminum, including cap flashing (to receive roofing counter flashing).

Curb Construction: Provide self-flashing units with integral, self-supporting double wall formed or extruded (or combination) aluminum curb, 040" minimum sheet thickness, enclosing minimum 1" glass fiber board (or equivalent) insulation and with minimum 3" roof flanges; welded or sealed mechanical joints at corners.



## TASKER LOCKER ROOM RENOVATIONS

Curb Heights: Fabricate units with curbs for mounting at heights indicated or, if not otherwise indicated, for height of 4" minimum above line of roofing.

Where roof deck slopes more than 1/4" per ft., provide tapered curb heights to match slope and result in level installation of domes.

Glazing System: Provide manufacturer's standard glazing system of neoprene, closed-cell sponge neoprene, or PVC gasketing, or of partially vulcanized butyl tape or liquid-applied elastomeric sealant.

Condensation Control: Fabricate units with integral internal gutters and non-clogging weeps, for permanent control of condensation on inside of domes.

Security: Equip each unit with safety grille.

Manufacturer: Subject to compliance with requirements, provide prefabricated plastic skylight units by one of the following:

APC Corporation; Hawthorne, NJ  
Bohem Manufacturing Co., Inc.; Burlington, NJ  
Dawn Products Company; Littleton, CO  
Dur-Red Products; Cudahy, CA  
Naturalite, Inc.; Garland, TX  
Plasteco, Inc.; Houston, TX  
Wasco Products, Inc.; Sanford, ME

### PREFABRICATED ROOF HATCHES:

General: Fabricate units of sizes shown, single-leaf type unless otherwise indicated, for 40 lbs. per sq. ft. external loading and 20 lbs. per sq. ft. internal loading pressure. Frame with 9" high integral-curb double-wall construction with 1-1/2" insulation, cant strips and cap flashing (roofing counter-flashing), with welded or sealed mechanical corner joints. Provide double-wall cover (lid) construction with 1" insulation core. Equip units with complete hardware set including hold-open devices, interior padlock hasps, and both interior and exterior latch handles. Provide gasketing. Fabricate units of following materials:

Materials: Aluminum or zinc-coated steel, or in combination, at Contractor's option.

Manufacturer: Subject to compliance with requirements, provide prefabricated roof hatch units by one of the following:

Bilco Co.; New Haven, CT  
Bohem Skylites, Inc.; Burlington, NJ  
Dur-Red Products; Cudahy, CA  
Naturalite, Inc.; Garland, TX  
Plasteco, Inc.; Houston, TX  
Wasco Products, Inc.; Sanford, ME

### PART 3 - EXECUTION

#### INSTALLATION:

## TASKER LOCKER ROOM RENOVATIONS

General: Comply with manufacturer's instructions and recommendations. Coordinate with installation of roof deck and other substrates to receive accessory units, and vapor barriers, roof insulation, roofing and flashing; as required to ensure that each element of the work performs properly, and that combined elements are waterproof and weather-tight. Anchor units securely to supporting structural substrates, adequate to withstand lateral and thermal stresses as well as inward and outward loading pressures.

Except as otherwise indicated install roof accessory items in accordance with construction details of "NRCA Roofing and Waterproofing Manual".

Isolation: Where metal surfaces of units are to be installed in contact with non-compatible metal or corrosive substrates, including wood, apply bituminous coating on concealed metal surfaces, or provide other permanent separation.

Flange Seals: Except as otherwise indicated, set flanges of accessory units in a thick bed of roofing cement, to form a seal.

Cap Flashing: Where cap flashing is required as component of accessory, install to provide adequate waterproof overlap with roofing or roof flashing (as counter flashing). Seal with thick bead of mastic sealant, except where overlap is indicated to be left open for ventilation.

Operational Units: Test operate units with operable components. Clean and lubricate joints and hardware. Adjust for proper operation.

### CLEANING AND PROTECTION:

Clean exposed metal and plastic surfaces in accordance with manufacturer's instructions. Touch up damaged metal coatings.

Clean and polish plastic skylight units, inside and out, not more than five (5) days prior to date of substantial completion.

**END OF SECTION 07700**

## TASKER LOCKER ROOM RENOVATIONS

### SECTION 09250 - GYPSUM DRYWALL

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.

##### SUMMARY:

Extent of each type of gypsum drywall construction required is indicated on Drawings:

This Section includes the following types of gypsum board construction:

Steel framing members to receive gypsum board.

Gypsum board screw-attached to steel framing and furring members.

Load-bearing steel studs and AC shaped steel joists for structural framing are specified in Division-5 Section ACold-Formed Metal Framing

Gypsum sheathing for screw-attachment to steel framing is specified in Division-9 Section AGypsum Sheathing

Glass mesh mortar units for application of tile are specified in Division-9 Section AFile

##### DEFINITIONS:

Gypsum Board Construction Terminology: Refer to ASTM C 11 and GA 505 for definitions of terms for gypsum board construction not otherwise defined in this section or other referenced standards.

##### SUBMITTALS:

Product data from manufacturers for each type of product specified.

##### QUALITY ASSURANCE:

Fire-Resistance Ratings: Where indicated, provide materials and construction which are identical to those of assemblies whose fire resistance rating has been determined per ASTM E 119 by a testing and inspecting organization acceptable to authorities having jurisdiction.

Provide fire-resistance-rated assemblies, identical to those indicated by reference to GA File Nos. in GA-600 AFire Resistance Design Manual or to design designations in U.L. AFire Resistance Directory or in listing of other testing and agencies acceptable to authorities having jurisdiction.

Single-Source Responsibility: Obtain each type of gypsum board and related joint treatment materials from a single manufacturer.

##### DELIVERY, STORAGE, AND HANDLING:

### **GYPSUM DRYWALL**

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## TASKER LOCKER ROOM RENOVATIONS

Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier.

Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic and other causes. Neatly stack gypsum boards flat to prevent sagging.

Handle gypsum boards to prevent damage to edges, ends and surfaces. Do not bend or otherwise damage metal corner beads and trim.

### PROJECT CONDITIONS:

Environmental Conditions, General: Establish and maintain environmental conditions for application and finishing gypsum board to comply with ASTM C 840 and with gypsum board manufacturer's recommendations.

Minimum Room Temperatures: For nonadhesive attachment of gypsum board to framing, maintain not less than 40EF (4EC). For adhesive attachment and finishing of gypsum board maintain not less than 50EF (10EC) for forty-eight (48) hours prior to application and continuously thereafter until drying is complete.

Ventilate building spaces to remove water not required for drying joint treatment materials. Avoid drafts during dry, hot weather to prevent materials from drying too rapidly.

## PART 2 - PRODUCTS

### MANUFACTURERS:

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the Work include, but are not limited to, the following:

Manufacturer: Subject to compliance with requirements provide products of one of the following:

#### Steel Framing and Furring:

Bostwick Steel Framing Co.  
Dale Industries, Inc.  
Gold Bond Building Products Div., National Gypsum Co.  
Incor, Inc.  
Marino Industries Corp.  
United States Gypsum Co.

#### Grid Suspension Systems:

Chicago Metallic Corp.  
National Rolling Mills Co.

#### Gypsum Boards and Related Products:

Centex American Gypsum Co.  
Domtar Gypsum Co.

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Georgia-Pacific Corp.  
Gold Bond Building Products Div., National Gypsum Co.  
United States Gypsum Co.

### STEEL FRAMING COMPONENTS FOR SUSPENDED AND FURRED CEILINGS:

General: Provide components which comply with ASTM C 754 for materials and sizes, unless otherwise indicated.

Concrete Inserts: Inserts designed for attachment to concrete forms and for embedment in concrete, fabricated from corrosion-resistant materials, with holes or loops for attachment of hanger wires and capability to sustain, without failure, a load equal to three (3) times that imposed by ceiling construction, as determined from testing per ASTM E 488, conducted by the independent testing laboratory.

Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating soft temper.

Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.

Flat Hangers: Mild steel, zinc coated or protected with rust-inhibitive paint.

Angle-Type Hangers: Angles with legs not less than 7/8 inch wide, formed from 0.0635 inch thick galvanized steel sheet complying with ASTM A 466, Coating Designation G90, with bolted connections and 5/16 inch diameter bolts.

Channels: Cold-rolled steel, 0.0598 inch minimum thickness of base (uncoated) metal and 7/16 inch wide flanges, protected with rust-inhibitive paint, and as follows:

Carrying Channels: 2 inches deep, 590 lbs per 1000 ft., unless otherwise indicated.

Carrying Channels: 1-1/2 inch deep, 475 lbs per 1000 ft., unless otherwise indicated.

Furring Channels: 3/4 inch deep, 300 lbs per 1000 ft., unless otherwise indicated.

Steel Studs for Furring Channels: ASTM C 645, with flange edges bent back 90E and doubles over to form 3/16 inch minimum lip (return), minimum thickness of base (uncoated) metal and minimum depth as follows:

Thickness: 0.0329 inch, unless otherwise indicated.

Depth: 1-5/8 inches, unless otherwise indicated.

Depth: As indicated.

Steel Rigid Furring Channels: ASTM C 645, hat-shaped, depth of 7/8 inch, and minimum thickness of base (uncoated) metal as follows:

Thickness: 0.0329 inch, unless otherwise indicated.

Steel Resilient Furring Channels: Manufacturer's standard product designed to reduce sound transmission, complying with ASTM C 645 for material, finish and widths of face and fastening flange, fabricated to form 1/2 inch deep channel of the following configuration:

Double-Leg Configuration: Hat-shaped channel, with 1-1/2 inch wide face connected to flanges by double slotted or expanded metal legs (webs).

## TASKER LOCKER ROOM RENOVATIONS

Grid Suspension System: ASTM C 645, manufacturer's standard grid suspension system composed of main beams and cross furring members which interlock to form a modular supporting network.

### STEEL FRAMING FOR WALLS AND PARTITIONS:

Steel Studs and Runners: ASTM C 645, with flange edges of studs bent back 90E and doubled over to form 3/16" minimum lip (return) and complying with the following requirements for minimum thickness of base (uncoated) metal and for depth:

Thickness: As indicated.

Depth: As indicated.

Steel Rigid Furring Channels: ASTM C 645, hat-shaped, depth and minimum thickness of base (uncoated) metal as follows:

Depth: 7/8 inch.

Thickness: 0.0329 inch, unless otherwise indicated.

Furring Brackets: Serrated-arm type, adjustable, fabricated from corrosion-resistant steel sheet complying with ASTM C 645, minimum thickness of base (uncoated) metal of 0.0329 inch, designed for screw attachment to steel studs and steel rigid furring channels used for furring.

Steel Resilient Furring Channels: Manufacturer's standard product designed to reduce sound transmission, complying with ASTM C 645 for base metal, finish and widths of face and fastening flange, fabricated to form 1/2 inch deep channel of the following configuration:

Double-Leg Configuration: Hat-shaped channel, with 1-1/2 inch wide face connected to flanges by double slotted or expanded metal legs (webs).

Fasteners: Provide fasteners of type, material, size, corrosion resistance, holding power and other properties required to fasten steel framing and furring power members securely to substrates involved; complying with the recommendations of gypsum drywall manufacturers for applications indicated.

### GYPSUM BOARD:

General: Provide gypsum board of types indicated in maximum lengths available to minimize end-to-end joints.

Thickness: Provide gypsum board in thicknesses indicated, or if not otherwise indicated, in either 1/2 inch or 5/8 inch thicknesses to comply with ASTM C 840 for application system and support spacing indicated.

Gypsum Wallboard: ASTM C 36, and as follows:

Type: Type X for fire-resistance-rated assemblies.

Edges: Tapered.

Thickness: 5/8", unless otherwise indicated.

Available Products: Subject to compliance with requirements, products which may be incorporated in the Work where

## TASKER LOCKER ROOM RENOVATIONS

Type X gypsum wallboard is indicated include, but are not limited to, the following:

Products: Subject to compliance with requirements, provide one of the following products where Type X gypsum wallboard is indicated:

- Gyprock Fireguard •Gypsum Board@ Domtar Gypsum Co.
- Fire-Shield G@ Gold Bond Building Products Div., National Gypsum Co.
- SHEETROCK Brand FIRECODE •Gypsum Panels@ United States Gypsum Co.

Water-Resistant Gypsum Backing Board: ASTM C 630, and as follows:

Type: Type X for fire-resistant-rated assemblies.

Thickness: 5/8 inch, unless otherwise indicated.

Exterior Gypsum Soffit Board: ASTM C 931, with manufacturer's standard edges, of type and thickness indicated below:

Type: Regular, unless otherwise indicated.

Thickness: 1/2 inch, unless otherwise indicated.

### GLASS MESH MORTAR UNITS:

Proprietary backing units with glass mesh fiber mesh reinforcing and water resistant coating on both faces, complying with the following requirements:

Vinyl-Coated Portland Cement Panels: Core formed in a continuous process from aggregated portland cement slurry and reinforced with vinyl-coated woven glass fiber mesh embedded in both surfaces, with one face smooth and other textured; fabricated in panels 1/2 inch thick and by 36 inches wide by 48, 60, and 72 inches long; and weighing 3 lbs per sq. ft.

Available Products: Subject to compliance with requirements, glass mesh mortar units which may be included in the Work include, but are not limited to, the following:

Products: Subject to compliance with requirements, provide one of the following products:

- Dens-Shield@ Georgia Pacific Corp.
- Wonder-Board@ Modulars Inc.
- Durock Tile Backer Board@ Durabond Div., USG Industries, Inc.

### TRIM ACCESSORIES:

Cornerbead and Edge Trim for Interior Installation: Provide corner beads, edge trim and control joints which comply with ASTM C 1047 and requirements indicated below:

Material: Formed metal, plastic or metal combined with paper, with metal complying with the following requirements:

Sheet steel zinc-coated by hot-dip process.

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## TASKER LOCKER ROOM RENOVATIONS

Sheet steel coated with zinc by hot-dip or electrolytic processes, or with aluminum.

Edge trim shapes indicated below by reference to designations of Fig. 1 in ASTM C 1047:

ALC Bead unless otherwise indicated.

ALK Bead with square nose for use with kerfed joints.

AL@Bead where indicated.

AJ@Bead where indicated.

One-Piece Control Joints: Formed with vee-shaped slot per Fig. 1 in ASTM C 1047, with slot opening covered with removable strip:

Metal Cornerbead and Edge Trim for Exterior Ceilings: Comply with the following requirements:

Edge trim complying with ASTM C 1047, formed from rolled zinc, shape ALC@Bead per Fig. 1 unless otherwise indicated.

Aluminum Edge Trim: Where indicated, provide manufacturer's standard extruded aluminum edge trim of profile shown or referenced by manufacturer's standard product designation, fabricated from aluminum alloy 6063 T5 complying with ASTM B 221, finished as follows:

Class I Clear Anodized Finish: AA-C12C22A42 (chemically cleaned; chemical etch, medium matte; 0.7 mil minimum thick clear anodic coating).

### GYPSUM BOARD JOINT TREATMENT MATERIALS:

General: Provide materials complying with ASTM C 475, ASTM C 840, and recommendations of manufacturer of both gypsum board and joint treatment materials for the application indicated.

Joint Tape: Paper reinforcing tape, unless otherwise indicated.

Use pressure sensitive or staple-attached open-weave glass fiber reinforcing tape with compatible joint compound where recommended by manufacturer of gypsum board and joint treatment materials for application indicated.

Setting-Type Joint Compounds: Factory-prepackaged, job-mixed, chemical-hardening powder products formulated for uses indicated.

Where setting-type joint compounds are indicated for use as taping and topping compounds, use formulation for each which develops greatest bond strength and crack resistance and is compatible with other joint compounds applied over it.

For prefilling gypsum board joints, use formulation recommended by gypsum board manufacturer for this purpose.

For filling joints and treating fasteners of water-resistant gypsum backing board behind base for ceramic tile, use formulation recommended by gypsum board manufacturer for this purpose.

Drying-Type Joint Compounds: Factory-prepackaged vinyl-based products complying with the following requirements for formulation and intended use.



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Ready-Mix Formulation: Factory-premixed product.

Taping compound formulated for embedding tape and for first coat over fasteners and flanges of corner beads and edge trim.

Topping compound formulated for fill (second) and finish (third) coats.

All-purpose compound formulated for use as both taping and topping compound.

### MISCELLANEOUS MATERIALS:

General: Provide auxiliary materials for gypsum drywall construction which comply with referenced standards and the recommendations of the manufacturer of the gypsum board.

Laminating Adhesive: Special adhesive or joint compound recommended for laminating gypsum boards.

Spot Grout: ASTM C 475, setting-type joint compound of type recommended for spot grouting hollow metal door frames.

Fastening Adhesive for Wood: ASTM C 557.

Fastening Adhesive for Metal: Special adhesive recommended for laminating gypsum boards to steel framing.

Gypsum Board Screws: ASTM C 1002.

Gypsum Board Nails: ASTM C 514.

Asphalt Felt: ASTM D 226, Type I (No. 15).

Concealed Acoustical Sealant: Nondrying, nonhardening, nonskinning, nonstaining, nonbleeding, gunnable sealant complying with requirement specified in Division-7 section Joint Sealers

Sound Attenuation Blankets: Unfaced mineral fiber blanket insulation produced by combining mineral fibers of type described below with thermosetting resins to comply with ASTM C 665 for Type I (blankets without membrane facing); and as follows:

Mineral Fiber Type: Fibers manufactured from glass or slag.

Thermal Insulation: Material indicated below, of thickness and width to fill voids formed by Z-furring members:

Unfaced Mineral Fiber Blanket Insulation: Unfaced mineral fiber blanket insulation produced by combining mineral fibers of type described below with thermosetting resins to comply with ASTM C 665 for Type I (blankets without membrane facing); and as follows:

Mineral Fiber Type: Fibers manufactured from glass or slag.

Polyethylene Vapor Retarder: ASTM D 4397, thickness and maximum permeance rating as follows:

6.0 mils, 0.13 perms.

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Glass Mesh Mortar Unit Finishing Materials: Tape and joint compounds as recommended by glass mesh mortar unit manufacturer.

### **PART 3 - EXECUTION**

#### **EXAMINATION:**

Examine substrates to which drywall construction attaches or abuts, preset hollow metal frames, cast-in-anchors, and structural framing, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of drywall construction. Do not proceed with installation until unsatisfactory conditions have been corrected.

#### **PREPARATION:**

Ceiling Anchorages: Coordinate installation of ceiling suspension system with installation of overhead structural systems to ensure that inserts and other structural anchorage provisions have been installed to receive ceiling anchors in a manner that will develop their full strength and at spacing required to support ceiling.

Furnish concrete inserts and other devices indicated, to other trades for installation well in advance of time needed for coordination with other construction.

Before sprayed-on fireproofing is applied, attach offset anchor plates or ceiling runners (tracks) to surfaces indicated to receive sprayed-on fireproofing. Where offset anchor plates are required provide continuous units fastened to building structure not more than 24 inches o.c. and to ceiling runners.

After sprayed-on fireproofing has been applied, remove only as much fireproofing as needed to complete installation of drywall construction. Protect fireproofing that remains from damage.

#### **INSTALLATION OF STEEL FRAMING, GENERAL:**

Steel Framing Installation Standard: Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.

Install supplementary framing, blocking and bracing at terminations in the work and for support of fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, and similar construction to comply with details indicated and with recommendations of gypsum board manufacturer, or if none available, with *AGypsum Construction Handbook* published by United States Gypsum Co.

Isolate steel framing from building structure to prevent transfer of loading imposed by structural movement, at locations indicated below to comply with details shown on Drawings:

Where edges of suspended ceilings abut building structure horizontally at ceiling perimeters or penetration of structural elements.

Where partitions and wall framing abuts overhead structure.

Provide slip or cushioned type joints as detailed to attain lateral support and avoid axial loading.

Do not bridge building expansion and control joints with steel framing or furring members; independently frame both

## TASKER LOCKER ROOM RENOVATIONS

sides of joints with framing or furring members or as indicated.

### INSTALLATION OF STEEL FRAMING FOR SUSPENDED AND FURRED CEILINGS:

Screw furring members to wood framing.

Secure hangers to structural support by connecting directly to structure where possible, otherwise connect to cast-in concrete inserts or other anchorage devices or fasteners as indicated.

Do not attach hangers to metal deck tabs.

Do not attach hangers to metal roof deck.

Do not attach hangers to underside of concrete slabs with powder-actuated fasteners.

Do not connect or suspend steel framing from ducts, pipes or conduit.

Keep hangers and braces 2 inches clear of ducts, pipes and conduits.

Sway-brace suspended steel framing with hangers used for support.

Install suspended steel framing components in sizes and at spacings indicated but not less than that required by referenced steel framing installation standard.

Wire Hangers: 0.1620 inch diameter (8 gage), 4 ft. on center.

Carrying Channels (Main Runners): 1-1/2 inch, 4ft. on center.

Rigid Furring Channels (Furring Members): 24 inches on center.

Installation Tolerances: Install steel framing components for suspended ceilings so that cross furring members or grid suspension members are level to within 1/8 inch in 12 ft. as measured both lengthwise on each member and transversely between parallel members.

Wire-tie or clip furring members to main runners and to other structural supports as indicated.

Grid Suspension System: Attach perimeter wall track or angle where grid suspension system meets vertical surfaces. Mechanically join main beam and cross furring members to each other and butt-cut to fit into wall track.

For exterior soffits provide cross-bracing and additional framing indicated or required to resist wind uplift.

### INSTALLATION OF STEEL FRAMING FOR WALLS AND PARTITIONS:

Install runners (tracks) at floors, ceilings and structural walls and columns where gypsum drywall stud system abuts other construction.

Where studs are installed directly against exterior walls, install asphalt felt strips between studs and wall.

Installation Tolerances: Install each steel framing and furring member so that fastening surface do not vary more than 1/8 inch from plane of faces of adjacent framing.

## TASKER LOCKER ROOM RENOVATIONS

Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.

Terminate partition framing at suspended ceilings where indicated.

Install steel studs and furring in sizes and at spacings indicated but not less than that required by referenced steel framing installation standard.

For single layer construction: 16 inches on center.

Install steel studs so that flanges point in the same direction and gypsum boards can be installed in the direction opposite to that of the flange.

Frame door openings to comply with detailed indicated, with GA-219 and with applicable published recommendations of gypsum board manufacturer. Attach vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.

Extend vertical jamb studs through suspended ceilings and attach to underside of floor or roof structure above.

Frame openings other than door openings to comply with details indicated or if none indicated, in same manner as required for door openings; and install framing below sills of openings to match framing required above door heads.

Install thermal insulation as follows:

Erect insulation vertically and hold in place with Z-furring members spaced 24 inches on center.

Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches on center.

At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw attach short flange of furring channel to web of attached channel. Start from this furring channel with standard width insulation panel and continue in regular manner. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.

Until gypsum board is installed hold insulation in place with 10 inch tie staples fabricated from 0.0625 inch (16 gage) diameter tie wire and inserted through slot in web of member.

Install polyethylene vapor retarder on interior of framing members of exterior insulated walls to comply with the following requirements:

Extend vapor retarder to extremities of exterior insulated walls and to cover miscellaneous voids in insulated substrates, including those which have been stuffed with loose thermal insulation.

Seal vertical joints in vapor retarders over framing by lapping not less than 2 wall studs. Fasten vapor retarders to framing at top, end, and bottom edges, at perimeter of wall openings, and at lap joints; space fasteners 16 inches on center.

Seal joints in vapor retarder caused by pipes, conduits, electrical boxes and similar items penetrating vapor retarders with cloth or aluminized tape which bonds permanently to vapor retarder.

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Repair any tears or punctures in vapor retarder immediately before concealment by application of gypsum board or other construction.

### APPLICATION AND FINISHING OF GYPSUM BOARD, GENERAL:

Gypsum Board Application and Finishing Standard: Install and finish gypsum board to comply with ASTM C 840.

Install sound attenuation blankets where indicated, prior to gypsum board unless readily installed after board has been installed.

Locate exposed end-butt joints as far from center of walls and ceilings as possible, and stagger not less than 24 inches in alternate courses of board.

Install ceiling boards across framing in the manner which minimizes the number of end-butt joints, and which avoids end joints in the central area of each ceiling. Stagger end joints at least 24 inches.

Install wall/partition boards in manner which minimizes the number of end-butt joints or avoids them entirely where possible. At stairwells and similar high walls, install board horizontally with end joints staggered over studs.

Install exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16 inch open space between boards. Do not force into place.

Located either edge or end joints over supports, except in horizontal applications or where intermediate supports or gypsum board back-blocking is provided behind end joints. Position boards so that like edges abut, tapered edges against tapered edges and mill-cut or field-cut ends against mill-cut or field-cut ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions.

Attach gypsum board to steel studs so that leading edge or end of each board is attached to open (unsupported) edge of stud flange first.

Attach gypsum board to supplementary framing and blocking provided for additional support at openings and cutouts.

Spot grout hollow metal door frames for solid core wood doors, hollow metal doors and doors over 32 inches wide. Apply spot grout at each jamb anchor clip just before inserting board into frame.

Form control joints and expansion joints at locations indicated, with space between edges of boards, prepared to receive trim accessories.

Cover both faces of steel stud partition framing with gypsum board in concealed spaces (above ceilings, etc.), except in chase walls which are properly braced internally.

Except where concealed application is required for sound, fire, air or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. area, and may be limited to not less than seventy-five percent (75%) of full coverage.

Fit gypsum board around ducts, pipes, and conduits.

Where partitions intersect open concrete coffer, cut gypsum board to fit profile of coffer and allow 1/4 to 1/2 inch wide joint for sealant.

Isolate perimeter of non-load-bearing drywall partitions at structural abutments. Provide 1/4" to 1/2" space and trim edge with  $\text{AU@}$ bead edge trim. Seal joints with acoustical sealant.

## TASKER LOCKER ROOM RENOVATIONS

Floating Construction: Where feasible, including where recommended by manufacturer, install gypsum board over wood framing, with floating@internal corner construction.

Where sound-rated drywall construction work is indicated, seal construction at perimeters, control and expansion joints, openings and penetrations with a continuous bead of acoustical sealant including a bead at both faces of partitions. Comply with ASTM C 919 and manufacturer's recommendations for location of edge trim, and close off sound-flanking paths around or through construction including sealing of partitions above acoustical ceilings.

For double-layer partition systems, construction above acoustical ceilings may be installed with base layer only.

Space fasteners in gypsum boards in accordance with referenced gypsum board application and finishing standard and manufacturer's recommendations.

### METHODS OF GYPSUM BOARD APPLICATION:

Single-Layer Application: Install gypsum wallboard as follows.

On ceilings apply gypsum board prior to wall/partition board application to the greatest extent possible.

On partitions/walls 8'-1" or less in height apply gypsum board horizontally (perpendicular to framing); use maximum length sheets possible to minimize end joints.

On Z-furring members apply gypsum board vertically (parallel to framing) with no end joints. Locate edge joints over furring members.

Wall Tile Base: Where drywall is base for thin-set ceramic tile and similar rigid applied wall finishes, install gypsum backing board.

In Dry@areas install gypsum backing board or wallboard with tapered edges taped and finished to produce a flat surface.

At showers, tubs and similar Wet areas@install glass mesh mortar units and treat joints to comply with manufacturer's recommendations for type of application indicated.

Double-Layer Application: Install gypsum backing board for base layer and gypsum wallboard for face layer.

On ceilings apply base layer prior to application of base layer on walls/partitions; apply face layers in same sequence. Offset joints between layers at least 10 inches. Apply base layers at right angles to supports unless otherwise indicated.

On partitions/walls apply base layer and face layers vertically (parallel to framing) with joints of base layer over supports and face layer joints offset at least 10 inches with base layer joints.

On Z-furring members apply base layer vertically (parallel to framing) and face layers either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.

Acoustical Tile Base: Where drywall is base for adhesively-applied acoustical tile, install gypsum backing board.

Provide either V-joint type backing board or tape and finish joints to produce a flat surface.

Single-Layer Fastening Methods: Apply gypsum boards to supports as follows:

## TASKER LOCKER ROOM RENOVATIONS

Fasten with screws.

Double-Layer Fastening Methods: Apply base layer of gypsum board and face layer to base layer as follows:

Fasten both base layers and face layers separately to supports with screws.

Fasten base layers with screws and face layer with adhesive and supplementary fasteners.

Fasten base layers to wood supports with nails and face layer with adhesive and supplementary fasteners.

Direct-Bonding to Substrate: Where gypsum board is indicated to be directly adhered to a substrate (other than studs, joists, furring members or base layer of gypsum board), comply with gypsum board manufacturer's recommendations, and temporarily brace or fasten gypsum board until fastening adhesive has set.

Exterior Soffits and Ceilings: Apply exterior gypsum soffit board perpendicular to supports, with end joints staggered over supports. Install with 1/4 inch open space where boards abut other construction.

Fasten with cadmium-plated screws, or with galvanized or aluminum nails where supports are nailable.

### INSTALLATION OF DRYWALL TRIM ACCESSORIES:

General: Where feasible, use the same fasteners to anchor trim accessory flanges as required to fasten gypsum board to the supports. Otherwise, fasten flanges to comply with manufacturer's recommendations.

Install corner beads at external corners.

Install metal edge trim whenever edge of gypsum board would otherwise be exposed or semi-exposed, and except where plastic trim is indicated. Provide type with face flange to receive joint compound except where ALU-bead (semi-finishing type) is indicated.

Install ALC@bead where drywall construction is tightly abutted to other construction and back flange can be attached to framing or supporting substrate.

Install ALK@bead where substrate is kerfed to receive long flange of trim.

Install AL@bead where edge trim can only be installed after gypsum board is installed.

Install U-type trim where edge is exposed, revealed, gasketed, or sealant-filled (including expansion joints).

Install U-bead where indicated, and where exterior gypsum board edges are not covered by applied moldings or indicated to receive edge trim with face flanges covered with joint compound.

Install plastic edge trim where indicated on wall panels at juncture with ceilings.

Install control joints at locations indicated, or if not indicated at spacings and locations required by referenced gypsum board application and finish standard, and approved by the Architect for visual effect.

Install H-molding in exterior gypsum drywall work where control joints are indicated.

### FINISHING OF DRYWALL:

## **GYPSUM DRYWALL**

## TASKER LOCKER ROOM RENOVATIONS

General: Apply joint treatment at gypsum board joints (both directions), flanges of corner bead, edge trim, and control joints; penetrations; fastener heads, surface defects and elsewhere as required to prepare work for decoration.

Prefill open joints and rounded or beveled edges, if any, using setting-type joint compound.

Apply joint tape at joints between gypsum boards, except where trim accessories are indicated.

Finish interior gypsum wallboard by applying the following joint compounds in 3 coats (not including prefill of openings in base), and sand between coats and after last coat:

Embedding and First Coat: Ready-mix drying-type all-purpose or taping compound.

Fill (Second) Coat: Ready-mix drying-type all-purpose or topping compound.

Finish (Third) Coat: Ready-mix drying-type all-purpose or topping compound.

Finish exterior gypsum soffit board by using setting-type joint compounds to prefill joints, embed tape, and to apply first, fill (second) and finish (third) coats; smooth each coat before joint compound hardens to minimize need for sanding; sand between coats and after finish coat.

Painting of exterior gypsum soffit board after finish coat has dried is specified in Division-9 Section Painting.

Base for Acoustical Tile: Where gypsum board is indicated as a base for adhesively-applied acoustical tile, install tape and 2-coat compound treatment, without sanding.

Water-Resistant Gypsum Backing Board Base for Ceramic Tile: Comply with ASTM C 840 and manufacturer's recommendations for treatment of joints behind tile.

Water-Resistant Backing Board Base for Ceramic Tile: Finish joints between water-resistant backing board with tape and setting-type joint compound to comply with gypsum board manufacturer's recommendations and installation standards referenced in Division-9 Section Tile.

Partial Finishing: Omit third coat and sanding on concealed drywall work which is indicated for drywall finishing or which requires finishing to achieve fire-resistance rating, sound rating or to act as air or smoke barrier.

### APPLICATION OF TEXTURE FINISH:

Surface Preparation and Primer: Prepare and prime drywall and other surfaces in strict accordance with texture finish manufacturer's instructions. Apply primer to all surfaces to achieve texture finish.

Finish Application: Mix and apply finish to drywall and other surfaces indicated to receive finish in strict accordance with manufacturer's instructions to produce a uniform texture matching Architect's sample without starved spots or other evidence of thin application, and free of application patterns.

Remove any texture droppings or overspray from door frames, windows and other adjoining construction.

### PROTECTION:

Provide final protection and maintain conditions, in a manner suitable to Installer, which ensures gypsum drywall construction being without damage or deterioration at time of Substantial Completion.



**TASKER LOCKER ROOM RENOVATIONS**

**END OF SECTION 09250**

## TASKER LOCKER ROOM RENOVATIONS

### SECTION 09300 - TILE

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

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

##### SUMMARY:

This Section includes the following:

Unglazed ceramic mosaic tile.

Glazed wall tile.

Cementitious backer units.

##### SUBMITTALS:

General: Submit the following in accordance with Conditions of Contract and Division-1 Specification Sections.

Product data for each type of product specified.

Shop drawings indicating tile patterns and locations and widths of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces.

Locate precisely each joint and crack in tile substrates by measuring, record measurements on shop drawings, and coordinate them with tile joint locations, in consultation with Architect.

##### QUALITY ASSURANCE:

Single-Source Responsibility for Tile: Obtain each color, grade, finish, type, composition, and variety of tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.

Single-Source Responsibility for Setting and Grouting Materials: Obtain ingredients of a uniform quality from one manufacturer for each cementitious and admixture component and from one source or producer for each aggregate.

Installer Qualifications: Engage an experienced Installer who has successfully completed tile installations similar in material, design, and extent to that indicated for Project.

##### DELIVERY, STORAGE, AND HANDLING:

Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirement of ANSI A137.1 for labeling sealed tile packages.

## TASKER LOCKER ROOM RENOVATIONS

Prevent damage or contamination to materials by water, freezing, foreign matter, and other causes.

Handle tile with temporary protective coating on exposed surfaces to prevent coated surfaces from contacting backs or edges of other units. If despite these precautions coating does contact bonding surfaces of tile, remove coating from bonding surfaces before setting tile.

### PROJECT CONDITIONS:

Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.

Vent temporary heaters to exterior to prevent damage to tile work from carbon dioxide buildup.

Maintain temperatures at 50EF (10EC) or more in tiled areas during installation and for seven (7) days after completion, unless higher temperatures are required by referenced installation standard or manufacturer's instructions.

### EXTRA MATERIALS:

Deliver extra materials to Owner. Furnish extra materials that match products installed as described below, packaged with protective covering for storage and identified with labels clearly describing contents.

Tile and Trim Units: Furnish quantity of full-size units equal to three percent (3%) of amount installed, for each type, composition, color, pattern, and size.

## **PART 2 - PRODUCTS**

### MANUFACTURERS:

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

#### Unglazed Ceramic Mosaic Tile:

American Olean Tile Co., Inc.  
Dal-Tile Corp.

#### Glazed Wall Tile:

American Olean Tile Co., Inc.  
Dal-Tile Corp.

#### Dry-Set Mortars and Grouts:

American Olean Tile Co., Inc.  
DAP Inc. Div.; USG Corp.  
Laticrete International Inc.  
Summitville Tiles, Inc.

## TASKER LOCKER ROOM RENOVATIONS

### PRODUCTS, GENERAL:

ANSI Standard for Ceramic Tile: Comply with ANSI A137.1 "American National Standard Specifications for Ceramic Tile" for types, compositions, and grades of tile indicated.

Furnish tile complying with "Standard Grade" requirements unless otherwise indicated.

ANSI Standard for Tile Installation Materials: Comply with ANSI standard referenced with products and materials indicated for setting and grouting.

Colors, Textures, and Patterns: Where manufacturer's standard products are indicated for tile, grout, and other products requiring selection of colors, surface textures, patterns, and other appearance characteristics, provide specific products or materials complying with the following requirements:

Provide selections made by Architect from manufacturer's full range of standard colors, textures, and patterns for products of type indicated.

Provide tile trim and accessories that match color and finish of adjoining flat tile.

Factory Blending: For tile exhibiting color variations within the ranges selected during sample submittals, blend tile in factory and package accordingly so that tile units taken from one package show the same range in colors as those taken from other packages and match approved samples.

Mounting: Where factory-mounted tile is required, provide back- or edge-mounted tile assemblies as standard with manufacturer unless another mounting method is indicated.

### TILE PRODUCTS:

Unglazed Ceramic Mosaic Tile: Keystones Colorbody Porcelain Mosaics by Daltile, 2" x 2" Group 3. Provide Schluter-DILEX-AHK Cove-shaped profile for inside wall corners and floor/wall transitions in stainless steel.

Glazed Wall Tile: Daltile 9" x 12" Glazed Semi-Gloss Arctic Matte Pearl White 63, Matte Daisy 97, Matte Black 45. Provide Schluter-RONDEC stainless steel trim at all vertical outside corners.

### WATERPROOFING FOR THIN-SET TILE INSTALLATIONS:

Urethane Waterproofing and Tile-Setting Adhesive: Manufacturer's standard proprietary product consisting of one-part liquid-applied urethane in a consistency suitable for trowel application and intended for use as both waterproofing and tile-setting adhesive in a two-step process.

Products: Subject to compliance with requirements, provide one of the following:

Urethane Waterproofing and Tile-Setting Adhesive: "Hydro Ban" by Laticrete International.

### SETTING MATERIALS:

Chemical-Resistant, Water-Cleanable Ceramic Tile Setting and Grouting Epoxy: 253 Gold by Laticrete, White.

## TASKER LOCKER ROOM RENOVATIONS

### GROUTING MATERIALS:

Chemical-Resistant Epoxy Grout: Spectralock 1 Pre-Mixed Epoxy Grout – color to be selected from manufacturer’s standard colors.

### ELASTOMERIC SEALANTS:

General: Provide manufacturer’s standard chemically curing, elastomeric sealants of base polymer indicated that comply with requirements of Division-7 Section “Joint Sealers”, including ASTM C 920 as referenced by Type, Grade, Class, and Uses.

Colors: Provide colors of exposed sealants to match colors of grout in tile adjoining sealed joints unless otherwise indicated.

Multi-part Pourable Urethane Sealant for Use T: Type M; Grade P; Class 25; Uses T, M, A, and as applicable to joint substrates indicated, O.

Chemical-Resistant Sealants: For chemical-resistant floors, provide sealants compatible with chemical-resistant mortars and grouts, approved for use indicated by manufacturers of both mortar/grout and sealant and with chemical-resistance properties equivalent to mortar/grout.

Products: Subject to compliance with requirements, provide one of the following:

#### Multi-part Pourable Urethane Sealant:

“Urexpan NR-200”; Pecora Corp.

“THC-900”; Tremco Corp.

### CEMENTITIOUS BACKER UNITS (GLASS MESH MORTAR UNITS):

Proprietary backing units with glass fiber mesh reinforcing and water-resistant coating on both faces, complying with the following requirements:

Vinyl-Coated Portland Cement Panels: Core formed in a continuous process from aggregated portland cement slurry and reinforced with vinyl-coated woven glass fiber mesh embedded in both surfaces, with one face smooth and other textured; fabricated in panels 1/2-inch thick and by 36 inches wide by 48, 60, and 72 inches long; and weighing 3 lbs psf.

Mortar Unit Finishing Materials: Tape and joint compounds as recommended by manufacturer of cementitious backer units.

Products: Subject to compliance with requirements, provide one of the following products:

1/2” “Durock Tile Backer Board”; Durabond Div., USG Industries, Inc.

### MISCELLANEOUS MATERIALS:

Metal Edge Strips: Zinc alloy or stainless steel terrazzo strips, 1/8-inch wide at top edge with integral provision for anchorage to mortar bed or substrate unless otherwise indicated.

## TASKER LOCKER ROOM RENOVATIONS

### MIXING MORTARS AND GROUT:

Mix mortars and grouts to comply with requirements of referenced standards and manufacturers including those for accurate proportioning of materials, water, or additive content; type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other procedures needed to produce mortars and grouts of uniform quality with optimum performance characteristics for application indicated.

### PART 3 - EXECUTION

#### EXAMINATION:

Examine substrates and areas where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.

Do not proceed with installation until unsatisfactory conditions have been corrected.

#### PREPARATION:

Blending: For tile exhibiting color variations within the ranges selected during sample submittals, verify that tile has been blended in factory and packaged accordingly so that tile units taken from one package show the same range in colors as those taken from other packages and match approved samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

Field-Applied Temporary Protective Coating: Where indicated under tile type or needed to prevent adhesion or staining of exposed tile surfaces by grout, protect exposed surfaces of tile against adherence of mortar and grout by pre-coating them with a continuous film of temporary protective coating indicated below, taking care not to coat unexposed tile surfaces:

Grout release.

#### INSTALLATION, GENERAL:

ANSI Tile Installation Standard: Comply with parts of ANSI 108 series of tile installation standards included under "American National Standard Specifications for the Installation of Ceramic Tile" that apply to type of setting and grouting materials and methods indicated.

Extend tile work into recesses and under or behind equipment and fixtures to form a complete covering without interruptions except as otherwise shown. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so that plates, collars, or covers overlap tile.

Jointing Pattern: Unless otherwise shown, lay tile in grid pattern. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area.

## TASKER LOCKER ROOM RENOVATIONS

Adjust to minimize tile cutting. Provide uniform joint widths unless otherwise shown.

For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so that extent of each sheet is not apparent in finished work.

Lay out tile wainscots to next full tile beyond dimensions indicated.

Expansion Joints: Locate expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated during installation of setting materials, mortar beds, and tile. Do not saw cut joints after installation of tiles.

Locate joints in tile surfaces directly above joints in concrete substrates.

Prepare joints and apply sealants to comply with requirements of Division-7 Section "Joint Sealers".

Grout tile to comply with the requirements of the following installation standards:

For ceramic tile grouts (sand-portland cement, dry-set, commercial portland cement, and latex-portland cement grouts), comply with ANSI A108.10.

For chemical-resistant epoxy grouts, comply with ANSI A108.6.

For chemical-resistant furan grouts, comply with ANSI A108.8.

At showers, tubs and similar wet areas, install cementitious backer units and treat joints to comply with manufacturer's instructions for type of application indicated.

### WATERPROOFING FOR THIN-SET TILE INSTALLATIONS:

Install waterproofing in compliance with waterproofing manufacturer's instructions to produce a waterproof membrane of uniform thickness bonded securely to substrate.

Do not install tile over waterproofing until waterproofing has cured and been tested to determine that it is watertight.

### FLOOR INSTALLATION METHODS:

Ceramic Mosaic Tile: Install tile to comply with requirements indicated below for setting bed methods, TCA installation methods related to types of subfloor construction and grout types.

Quarry Tile: Install tile to comply with requirements indicated below for setting-bed method, TCA installation method related to type of subfloor construction, and grout per manufacturer recommendations.

Stone Thresholds: Install stone thresholds at locations indicated; set in same type of setting bed as abutting field tile unless otherwise indicated.

Set thresholds in latex-portland cement mortar for locations where mortar bed would otherwise be exposed above adjacent non-tile floor finish.

Metal Edge Strips: Install at locations indicated or where exposed edge of tile flooring meets carpet, wood, or other

## TASKER LOCKER ROOM RENOVATIONS

flooring that finishes flush with top of tile.

### WALL TILE INSTALLATION METHODS:

Install types of tile designated for wall application to comply with requirements indicated below for setting-bed methods, TCA installation methods related to subsurface wall conditions, and grout types per manufacturer recommendations.

### CLEANING AND PROTECTION:

Cleaning: Upon completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter. Remove latex-portland cement grout residue from tile as soon as possible.

Unglazed tile may be cleaned with acid solutions only when permitted by tile and grout manufacturer's printed instructions, but no sooner than fourteen (14) days after installation. Protect metal surfaces, cast iron, and vitreous plumbing fixtures from effects of acid cleaning. Flush surface with clean water before and after cleaning.

Remove temporary protective coating by method recommended by coating manufacturer that is acceptable to brick and grout manufacturer. Trap and remove coating to prevent it from clogging drains.

Finished Tile Work: Leave finished installation clean and free of cracked, chipped, broken, un-bonded, and otherwise defective tile work.

Provide final protection and maintain conditions in a manner acceptable to manufacturer and installer that ensures tile is without damage or deterioration at time of Substantial Completion.

Prohibit foot and wheel traffic from tiled floors for at least seven (7) days after grouting is completed.

Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

**END OF SECTION 09300**



## TASKER LOCKER ROOM RENOVATIONS

### SECTION 09512 - ACOUSTICAL TILE CEILINGS

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

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

##### SUMMARY:

This Section includes the following:

Acoustical tile ceilings, grid suspension system.

##### SUBMITTALS:

General: Submit the following in accordance with Conditions of Contract and Division-1 Specification Sections.

Product data for each type of product specified.

Coordination drawings for reflected ceiling plans drawn accurately to scale and coordinating penetrations and ceiling-mounted items. Show the following:

Ceiling suspension members.

Method of attaching hangers to building structure.

Size and location of initial access modules.

Ceiling-mounted items including light fixtures; air outlets and inlets; speakers; sprinkler heads; and special moldings at walls, column penetrations, and other junctures with adjoining construction.

Scale: 1/8 inch = 1'-0".

Samples for initial selection purposes in form of manufacturer's color charts consisting of actual acoustical units or sections of units showing full range of colors, textures, and patterns available for each type of unit indicated.

##### QUALITY ASSURANCE:

Installer Qualifications: Engage an experienced Installer who has successfully completed acoustical ceilings similar in material, design, and extent to that indicated for Project.

Fire Performance Characteristics: Provide acoustical ceilings that are identical to those tested for the following fire performance characteristics, per ASTM test method indicated below, by UL or other testing and inspecting organizations acceptable to authorities having jurisdiction. Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.

Surface Burning Characteristics: As follows, tested per ASTM E 84 and complying with ASTM E 1264 for Class A

## TASKER LOCKER ROOM RENOVATIONS

products.

Flame Spread: 25 or less.

Smoke Developed: 50 or less.

Fire-Resistance Ratings: As indicated by reference to design designations in UL "Fire Resistance Directory", for types of assemblies in which acoustical ceilings function as a fire protective membrane and tested per ASTM E 119.

Protect lighting fixtures and air ducts to comply with requirements indicated for rated assembly.

Single-Source Responsibility for Ceiling Units: Obtain each type of acoustical ceiling unit from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.

Single-Source Responsibility for Suspension System: Obtain each type of suspension system from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.

Coordination of Work: Coordinate layout and installation of acoustical ceiling units and suspension system components with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system components, and partition system.

### DELIVERY, STORAGE, AND HANDLING:

Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.

Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.

Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.

### PROJECT CONDITIONS:

Space Enclosure: Do not install interior acoustical ceilings until space is enclosed and weatherproof, wet work in space is completed and nominally dry, work above ceilings is complete, and ambient conditions of temperature and humidity will be continuously maintained at values near those indicated for final occupancy.

### EXTRA MATERIALS:

Deliver extra materials to Owner. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with appropriate labels.

Acoustical Ceiling Units: Furnish quantity of full-size units equal to 5.0 percent of amount installed.

## PART 2 - PRODUCTS

### MANUFACTURERS:

Products: Subject to compliance with requirements, provide one of the following:

### **ACOUSTICAL TILE CEILINGS**

## TASKER LOCKER ROOM RENOVATIONS

Armstrong

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

Fire-Resistance-Rated Direct-Hung Double-Web Suspension Systems:

National Rolling Mills, Inc.  
Armstrong World Industries, Inc.  
Chicago Metallic Corporation  
Fry Reglet Corp.  
National Rolling Mills, Inc.  
USG Interiors, Inc.

ACOUSTICAL CEILING UNITS, GENERAL:

Standard for Acoustical Ceiling Units: Provide manufacturer's standard units of configuration indicated that comply with ASTM E 1264 classifications as designated by reference to types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated. Provide 24" x 48" units with Square Edge, "Armstrong Fissured" or prior approved equal.

Mounting Method for Measuring NRC: Type E-400 (plenum mounting in which face of test specimen is 15-3/4 inches [400 mm] away from the test surface) per ASTM E 795.

Colors and Patterns: Provide products to match appearance characteristics indicated under each product type. For acoustical ceiling units whose appearance characteristics are indicated by reference to ASTM E 1264 designations for pattern and not by limiting to the naming of one or more products or manufacturers, provide Architect's selections from each named manufacturer's full range of standard products of type, color, pattern, and light reflectance indicated.

METAL SUSPENSION SYSTEMS, GENERAL:

Standard for Metal Suspension Systems: Provide manufacturer's standard concealed metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable ASTM C 635 requirements.

Finishes and Colors: Provide manufacturer's standard factory-applied finish for exposed moldings.

Attachment Devices: Size for 5 times design load indicated in ASTM C 635, Table 1, Direct Hung, unless otherwise indicated.

Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft temper.

Gage: Provide wire sized so that stress at 3 times hanger design load (ASTM C 635, Table 1, Direct-Hung) will be less than yield stress of wire, but provide not less than 0.106-inch diameter (12-gage).

Hanger Rods: Mild steel, zinc coated, or protected with rust- inhibitive paint.

Flat Hangers: Mild steel, zinc coated, or protected with rust- inhibitive paint.

Angle Hangers: Angles with legs not less than 7/8-inch wide, formed with 0.0365-inch-thick galvanized steel sheet complying with ASTM A 446, Coating Designation G90, with bolted connections and 5/16-inch-diameter bolts.

Edge Moldings and Trim: Metal or extruded plastic of types and profiles indicated or, if not indicated, provide manufacturer's standard molding for edges and penetrations of ceiling that fits with type of edge detail and suspension

## TASKER LOCKER ROOM RENOVATIONS

system indicated.

For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

For acoustical tile adhered to substrate, provide edge moldings at ceiling perimeters and where indicated.

### FIRE-RESISTANCE-RATED CONCEALED SUSPENSION SYSTEMS:

Direct-Hung Double-Web Suspension System: Main and cross runners roll-formed from and capped with pre-painted or electrolytic zinc-coated cold rolled steel sheet; other characteristics as follows:

Structural Classification: Intermediate-Duty System.

Access: Upward, with sizes for modules formed by main runners and crosstees for initial direct access openings throughout the ceiling as follows, with remainder of acoustical tiles progressively removable:

### MISCELLANEOUS MATERIALS:

## PART 3 - EXECUTION

### EXAMINATION:

Examine substrates and structural framing to which ceiling system attaches or abuts, with Installer present, for compliance with requirements specified in this and other sections that affect installation and anchorage of ceiling system. Do not proceed with installation until unsatisfactory conditions have been corrected.

### PREPARATION:

Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.

Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less-than-half-width units at borders, and comply with reflected ceiling plans. Center grid in each room

### INSTALLATION:

General: Install acoustical ceiling systems to comply with installation standard below per manufacturer's instructions and CISCA "Ceiling Systems Handbook".

Standard for Installation of Ceiling Suspension Systems: Comply with ASTM C 636.

Arrange acoustical units and orient directionally patterned units (if any) in manner shown by reflected ceiling plans.

Install tile with pattern running in one direction.

Suspend ceiling hangers from building structural members and as follows:

Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of

## ACOUSTICAL TILE CEILINGS

## TASKER LOCKER ROOM RENOVATIONS

supporting structural or ceiling suspension system. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with the location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.

Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eyescrews, or other devices that are secure and appropriate for substrate, and in a manner that will not cause them to deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.

Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eyescrews, or other devices that are secure and appropriate for structure to which hangers are attached as well as for type of hanger involved, and in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.

Do not support ceilings directly from permanent metal forms; furnish cast-in-place hanger inserts that extend through forms.

Do not attach hangers to steel deck tabs.

Do not attach hangers to steel roof deck. Attach hangers to structural members.

Space hangers not more than 4'-0" o.c. along each member supported directly from hangers, unless otherwise shown, and provide hangers not more than 8 inches from ends of each member.

Install edge moldings of type indicated at perimeter of acoustical ceiling area and at locations where necessary to conceal edges of acoustical units.

Sealant Bed: Apply continuous ribbon of acoustical sealant, concealed on back of vertical leg before installing moldings.

Screw-attach moldings to substrate at intervals not over 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to tolerance of 1/8 inch in 12'-0". Miter corners accurately and connect securely.

Install acoustical tile in coordination with suspension system. Place splines or flanges of suspension system into kerfed edges, or insert tile tongues into tile grooves, so that every tile-to-tile joint is closed by double lap of material.

Fit adjoining tile to form flush, tight joints. Scribe and cut for accurate fit at borders and around penetrating work.

Hold tile field in compression by inserting leaf-type spring steel spacers between tile and moldings, spaced at 12 inches o.c.

Fabricate access units for special suspension system access members and tile units modified as required to allow for removal of access units.

### CLEANING:

Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch-up of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

**TASKER LOCKER ROOM RENOVATIONS**

**END OF SECTION 09512**

## TASKER LOCKER ROOM RENOVATIONS

### SECTION 09651 – ENHANCED RESILIENT TILE (ERT)

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

##### DESCRIPTION OF WORK:

Extent of resilient flooring and accessories is shown on drawings and in schedules.

Fluid-applied resilient flooring is specified elsewhere in Division-9.

##### QUALITY ASSURANCE:

Manufacturer: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.

Fire Test Performance: Provide resilient flooring which complies with the following fire test performance criteria as determined by an independent testing laboratory acceptable to authorities having jurisdiction.

Critical Radiant Flux (CRF): Not less than the following rating as per ASTM E 648.

Class 1 (>0.45 w/cm<sup>2</sup>)

Flame Spread: Not more than 75 per ASTM E 84.

Smoke Developed: Not more than 450 per ASTM E 84.

Smoke Density: Not more than 450 per ASTM E 662.

Installer's Qualifications: Engage Installer who is certified in writing by resilient flooring manufacturer as qualified for installation of ERT.

##### SUBMITTALS:

Product Data: Submit manufacturer's technical data for each type of resilient flooring and accessory.

Samples for Initial Selection Purposes: Submit manufacturer's standard color charts in form of actual sections of resilient flooring, including accessories, showing full range of colors and patterns available, for each type of resilient flooring required.

Samples for Verification Purposes: Submit the following samples of each type, color, and pattern of resilient flooring required, showing full-range of color and pattern variations.

Full size tile samples.

## TASKER LOCKER ROOM RENOVATIONS

2-1/2" long samples of resilient flooring accessories.

Other materials as required.

Certification for Fire Test Performance: Submit certification from independent testing laboratory acceptable to authorities having jurisdiction that resilient flooring complies with fire test performance requirements.

Maintenance Instructions: Submit two (2) copies of manufacturer's recommended maintenance practices for each type of resilient flooring and accessory required.

### PROJECT CONDITIONS:

Maintain minimum temperature of 65°F (18°C) in spaces to receive resilient flooring for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. Store resilient flooring materials in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 65°F (18°C) in areas where work is completed.

Install resilient flooring and accessories after other finishing operations, including painting, have been completed. Do not install resilient flooring over concrete slabs until the latter have been cured and are sufficiently dry to achieve bond with adhesive as determined by resilient flooring manufacturer's recommended bond and moisture test.

## PART 2 - PRODUCTS

### ACCEPTABLE MANUFACTURERS:

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Manufacturer: Subject to compliance with requirements, provide products of one of the following:

#### Manufacturers of Enhanced Resilient Tile (ERT):

Mohawk Group Vendor Partner or approved equal.

#### Manufacturers of Vinyl Wall Base:

Armstrong World Industries, Inc.  
Johnson Rubber Co., Inc.  
Roppe Inc.

### RESILIENT FLOORING COLORS AND PATTERNS:

Provide color and patterns as indicated, or if not otherwise indicated, as selected by Architect from manufacturer's standards.

TILE FLOORING: Mohawk or approved equal.

## **ENHANCED RESILIENT TILE**



## TASKER LOCKER ROOM RENOVATIONS

### A. Characteristics:

1. Style: Molveno Stones - Commercial Grade Floating Resilient Tile
2. Gauge: (6mm)
3. Size: 12" x 36"
4. Wear Layer: 20 mil
5. Finish: M-Force Enhanced Urethane
6. Complies with ASTM F1700 - Class III, Type A - Smooth, Type B - Embossed III, Type B.
7. Refer to the product's Technical Specifications data sheet for detailed specifications.
8. Molveno is FloorScore® certified.
9. This product is manufactured in a factory that has ISO 9002 and ISO 14001 certifications.

### ADHESIVES:

- A. M95 full spread adhesive is required for this project

### ACCESSORIES:

Vinyl Wall Base: Provide vinyl base complying with FS SS-W-40, Type II, with matching end stops and preformed or molded corner units, and as follows:

Height: 4".

Thickness: 1/8" gage.

Style: Standard top-set cove.

Finish: Matte.

Resilient Edge Strips: 3/16" thick, homogeneous vinyl or rubber composition, tapered or bullnose edge, color to match flooring, or as selected by Architect from standard colors available; not less than 1" wide.

Adhesives (Cements): Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions.

Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.

Subfloor repairs: Use a good-quality Portland cement-based compound modified with latex that has a minimal resistance to compression of 246 kg/cm<sup>2</sup> (3,500 lbs/sq. in.) to fill, smooth or level subfloor imperfections.

Self-levelling underlayment: Use a Portland cement-based self-levelling underlayment modified with a polymer that has a minimal resistance to compression of 246 kg/cm<sup>2</sup> (3,500 lbs/sq. in.).

## **PART 3 - EXECUTION**

### **ENHANCED RESILIENT TILE**

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## TASKER LOCKER ROOM RENOVATIONS

### INSPECTION:

Require Installer to inspect subfloor surfaces to determine that they are satisfactory. A satisfactory subfloor surface is defined as one that is smooth and free from cracks, holes, ridges, coatings preventing adhesive bond, and other defects impairing performance or appearance.

Perform bond and moisture tests on concrete subfloors to determine if surfaces are sufficiently cured and dry as well as to ascertain presence of curing compounds.

Do not allow resilient flooring work to proceed until subfloor surfaces are satisfactory.

### PREPARATION:

Prepare subfloor surfaces as follows:

Use leveling and patching compounds as recommended by resilient flooring manufacturer for filling small cracks, holes and depressions in subfloors.

Remove coatings from subfloor surfaces that would prevent adhesive bond, including curing compounds incompatible with resilient flooring adhesives, paint, oils, waxes and sealers.

Broom clean or vacuum surfaces to be covered, and inspect subfloor.

Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.

### INSTALLATION:

#### INSTALLATION, GENERAL:

Where movable partitions are shown, install resilient flooring before partitions are erected.

Install resilient flooring using method indicated in strict compliance with manufacturer's printed instructions. Extend flooring into toe spaces, door reveals, and into closets and similar openings.

Scribe, cut, and fit resilient flooring to permanent fixtures, built-in furniture and cabinets, pipes, outlets and permanent columns, walls and partitions.

Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device.

Install resilient flooring on covers for telephone and electrical ducts, and other such items as occur within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers. Tightly cement edges to perimeter of floor around covers and to covers.

Tightly cement resilient flooring to subbase without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections. Hand roll resilient flooring at perimeter of each covered area to assure adhesion.

## TASKER LOCKER ROOM RENOVATIONS

### INSTALLATION OF TILE FLOORS:

Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of room are of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters. Lay tile square to room axis, unless otherwise shown. Offset planks by 1/3.

Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged if so numbered. Cut tile neatly around all fixtures. Broken, cracked, chipped, or deformed tiles are not acceptable.

Lay tile per Architect's direction.

### INSTALLATION OF ACCESSORIES:

Apply wall base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable, with preformed corner units, or fabricated from base materials with mitered or coped inside corners. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces.

On masonry surfaces, or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.

Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at edges of flooring which would otherwise be exposed.

Apply overlap metal edge strips where shown on drawings, and after flooring installation. Secure units to substrate with countersunk stainless steel anchors, complying with edge strip manufacturer's recommendations.

Apply butt type metal edge strips where shown on drawings, and before installation of resilient flooring. Secure units to substrate with countersunk stainless steel anchors, complying with manufacturer's recommendations.

### CLEANING AND PROTECTION:

Perform following operations immediately upon completion of resilient flooring:

Sweep or vacuum floor thoroughly.

Do not wash floor until time period recommended by resilient flooring manufacturer has elapsed to allow resilient flooring to become well-sealed in adhesive.

Damp-mop floor being careful to remove black marks and excessive soil.

Remove any excess adhesive or other surface blemishes immediately after installation, using appropriate cleaner as recommended by resilient flooring manufacturers.

Protect flooring against damage during construction period to comply with resilient flooring manufacturer's directions.

Cover resilient flooring with undyed, untreated building paper until inspection for substantial completion.

Protect resilient flooring against damage from rolling loads for initial period following installation by covering with

## **TASKER LOCKER ROOM RENOVATIONS**

plywood or hardboard. Use dollies to move stationary equipment or furnishings across floors.

Clean resilient flooring not more than four (4) days prior to date scheduled for inspections intended to establish date of substantial completion in each area of project. Clean resilient flooring by method recommended by resilient flooring manufacturer.

### **EXTRA STOCK:**

Deliver stock of maintenance materials to Owner. Furnish maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels. Provide a minimum of 10% additional material for cuts and additional stock for owner.

Tile Flooring: Furnish not less than one box for each 50 boxes or fraction thereof, for each type, color, pattern and size installed.

**END OF SECTION 09651**

**SECTION 09662 - RESILIENT ATHLETIC FLOORING**

**1 PART 1 – GENERAL**

**1.1 SUMMARY**

**1.1.1 Products Supplied**

- A. Resilient athletic flooring.
- B. Resilient prefabricated underlayment for excessive slab moisture.
- C. Adhesive and accessories required for installation, maintenance and repair.

**1.1.2 Related Requirements**

- A. Section 02 25 00 – Existing Material Assessment
- B. Section 03 05 00 – Common Work Results for Concrete
- C. Section 06 05 00 – Common Work Results for Wood, Plastics, and Composites
- D. Section 07 05 00 – Common Work Results for Thermal and Moisture Protection
- E. Section 07 10 00 – Dampproofing and Waterproofing

**1.2 REFERENCES**

**1.2.1 American Society for Testing & Materials (ASTM)**

- A. ASTM D412: Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension.
- B. ASTM D2047: Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as measured by the James Machine.
- C. ASTM D2240: Standard Test Method for Rubber Property (Durometer Hardness).
- D. ASTM D3389: Standard Test Method for Coated Fabrics Abrasion Resistance (Rotary Platform Abrader).
- E. ASTM E648: Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
- F. ASTM E662: Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
- G. ASTM E1643: Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.
- H. ASTM E1745: Standard Specification for Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.
- I. ASTM F386: Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces.
- J. ASTM F710: Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- K. ASTM F925: Standard Test Method for Resistance to Chemicals of Resilient Flooring.
- L. ASTM F970: Standard Test Method for Static Load Limit.
- M. ASTM F1514: Standard Test Method for Measuring Heat Stability of Resilient Flooring by Color Change.
- N. ASTM F1515: Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change.
- O. ASTM F1869: Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- P. ASTM F2170: Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.

**1.2.2 State of California (CA)**

- A. Section 01350: Standard Method for the Testing and Evaluation of Volatile Organic Compound Emissions from Indoor Sources Using Environmental Chambers.

**1.2.3 GREENGUARD Environmental Institute (GEI)**

- A. GREENGUARD Certification: Compliant with stringent emission levels for over 360 VOCs, plus a limit on the total of all chemical emissions combined (TVOC).
- B. GREENGUARD Gold: Compliant with safety factors to account for sensitive individuals (such as children and the elderly) and ensures that a product is acceptable for use in environments such as schools and healthcare facilities.

**1.2.4 International Organization for Standardization (ISO)**

- A. ISO 9001: Requirements for Quality Management Systems.

**1.3 SUBMITTALS**

**1.3.1 Action Submittals**

- A. Provide Manufacturer's current printed data sheets on specified products (surfacing product, adhesives, accessories, etc.).
- B. Provide samples, 6 inches x 6 inches, for verification of such characteristics as color, texture and finish for each specified resilient athletic flooring product.
- C. As necessary, provide shop drawings prepared for project illustrating layouts, details, dimensions and other data.

**1.3.2 Informational Submittals**

- A. Provide current subfloor preparation guidelines, as published by the Manufacturer.
- B. Provide current installation guidelines, as published by the Manufacturer.

**1.3.3 Closeout Submittals**

- A. Provide current maintenance guidelines, as published by the Manufacturer.
- B. Provide current standard warranty, as published by the Manufacturer.

**1.3.4 Maintenance Material Submittals**

- A. Provide extra stock materials for use in facility operation and maintenance. Provide amount of approximately 2% of the total floor surface, of each type, color and dye lot.

**Refer to specification Section 01 150 Part 1.5 LEED product submittal requirements.**

**1.4 QUALITY ASSURANCE**

- A. Manufacturer must be certified ISO 9001.
- B. Manufacturer must have a minimum of fifteen (15) years of experience in the manufacturing of prefabricated resilient athletic flooring.
- C. Installer must have performed installations of the same scale in the last three (3) years.
- D. Installer to be recognized and approved by the resilient athletic flooring Manufacturer.

**1.5 DELIVERY, STORAGE AND HANDLING**

- A. Materials must be delivered in Manufacturer's original, unopened and undamaged containers with identification labels intact.
- B. Store sheet goods upright on a clean, dry, flat surface protected from all possible damage and from exposure to harmful weather conditions. Store tiles on a clean, dry, flat surface, carefully protecting corners and edges from all possible damage and from exposure to harmful weather conditions.
- C. Recommended environmental condition for storage is a minimum of 55°F (13°C).
- D. Avoid storing materials for extended periods of time or additional material trimming may be required.
- E. Material need not suffer damage during handling (i.e. edge chipping, excessive warping, etc.).

**1.6 SITE CONDITIONS**

- A. The General Contractor or Construction Manager shall be responsible for ensuring all site conditions meet the requirements of the resilient athletic flooring Manufacturer, as referenced herein at sections 3.2 and 3.3.
- B. No concrete sealers or curing compounds are applied or mixed with the subfloors (refer to Section 03 05 00 – Common Work Results for Concrete of Division 3).
- C. Installation to be carried out no sooner than the specified curing time of concrete subfloor (normal density concrete curing time is approximately 28 days for development of design strength). Refer to current version of ASTM F710.
- D. The subfloor surface must be free of any paint, wax, oil, grease, sealer, curing compound, solvent or any other contaminants that may inhibit bond. All contaminants must be removed from the surface via mechanical abatement.
- E. Smooth, dense finish, highly compacted with a tolerance of 1/8" in a 10 ft radius (3.2 mm in 3.05 m radius). Floor Flatness (FF) and Floor Levelness (FL) numbers are not recognized.
- F. Moisture and alkalinity tests must be performed on all concrete substrates, under in-service conditions. It is recommended to turn on the HVAC unit prior to performing moisture testing, in order to ensure stable testing conditions and accurate results. The concrete's surface pH should be between 7 and 10. Relative humidity of the concrete slab must not exceed the tolerance of the adhesive specified, in accordance with ASTM F2170 (in situ probes). Moisture vapor emissions from the concrete slab must not exceed the tolerance of the adhesive specified, in accordance with ASTM F1869 (anhydrous calcium chloride).
- G. If installing over wood subfloors, ensure exterior grade plywood with at least one good side, such as: APA (Engineered Wood Association) Exterior grade plywood (A-A Exterior, A-B Exterior or A-C Exterior) and CANPLY (Canadian Plywood Association) Exterior certified plywood (Canada: Grade G2S A-A or G1S A-C. USA: G2S A-A, A-B, B-B, or G1S A-C, B-C). There must be proper underfloor ventilation, plywood must be dry and should have a moisture content ranging between 6 and 12%, when measured with a quality wood moisture meter (electronic hygrometer).
- H. Maintain a stable room and subfloor temperature within the recommended range of 65°F to 86°F (18°C to 30°C), 48 hours prior to installation, during the installation, and 48 hours after the installation. Recommended ambient humidity control level is between 35 to 55%.
- I. Installation of resilient athletic flooring will not commence until the building is enclosed and all other trades have completed their work. It is the General Contractor or Construction Manager's responsibility to maintain a secure and clean working area before, during and after the installation of the resilient athletic flooring.

**1.7 WARRANTY**

- A. Provide current standard warranty, as published by the Manufacturer.
- B. The resilient athletic flooring and underlayment is warranted to be free from manufacturing defects for a period of three (3) years from the date of shipment from the Manufacturer.

**2 PART 2 – PRODUCT**

**2.1 MANUFACTURED PRODUCTS**

**2.1.1 Manufacturer**

- A. MONDO Luxembourg S.A.: Z.I. Foetz - Rue de l'Industrie, L-3895 Foetz, Luxembourg. Or Equal.

**2.1.2 Distributor**

- A. SPORT SURFACES DISTRIBUTING, INC. 877-395-1978

**2.1.3 DESCRIPTION**

- A. See plans for locations

**2.1.3.1 TYPE I MONDO ADVANCE 4mm**

- A. ADVANCE is prefabricated resilient rubber athletic flooring, calendered and vulcanized with a base of natural and synthetic rubbers, stabilizing agents and pigmentation, as manufactured by MONDO Luxembourg S.A. or approved equal.
- B. Thickness: 5/32” (4MM).
- C. Colors: provided in standard, solid background colors with random flecks dispersed throughout wear layer.
- D. Texture: smooth matte.
- E. Manufactured in two layers which are vulcanized together. The shore hardness of the top layer will be greater than that of the bottom layer; shore hardness of layers to be recommended by the Manufacturer and the limits specified.
- F. Material available in sheets: 6’1” (1.86m) wide and 42’7:” (13m) long [min. 19’8” (6m)/max. 55’9” (17m)].

**2.1.4 Performance**

- A. Performance of the prefabricated resilient athletic flooring to conform to the following criteria:

<b>Performance Criteria</b>	<b>Test Method</b>	<b>Result</b>
Tensile Strength	ASTM D412	≥300psi
Elongation at Break	ASTM D412	≥100%
Coefficient of Friction	ASTM D2047	≥0.80
Hardness Shore A	ASTM D2240	75 ± 5 (wear layer) 70 ± 5 (backing)
Taber Abrasion (H18 wheel, 1000g, 1000 cycles)	ASTM D3389	<0.6g loss
Critical Radiant Flux	ASTM E648	≥0.45 W/cm <sup>2</sup> , Class 1
Optical Density of Smoke	ASTM E662	<450
Thickness	ASTM F386	10mm ± 0.2
Chemical Resistance	ASTM F925	Compliant
Static Load Limit (tested at 250psi)	ASTM F970	≤0.008in
Resistance to Heat	ASTM F1514	Compliant
Color Light Stability	ASTM F1515	Compliant
Indoor Air Quality	CA 01350	Compliant
GREENGUARD Certification	Greenguard	Yes
GREENGUARD Gold	Greenguard	Yes



**2.1.5 Materials**

- A. Provide resilient athletic flooring manufactured by MONDO Luxembourg S.A. or approved equal.
- B. Provide resilient athletic flooring as specified in section 2.1.3.

**2.2 UNDERLAYMENT**

- A. Provide **MONDO EVERLAY T** prefabricated underlayment with all resilient athletic flooring manufactured by MONDO AMERICA, INC. or prior-approved equal.
- B. Underlayment shall be 1.5mm fiberglass reinforced sheet, loose-laid on slab and warranted against failure due to vapor emissions up to 12 pounds per 1,000 square feet per 24 hours as tested with ASTM F1869 (anhydrous calcium chloride).
- C. Install underlayment in accordance with manufacturer's current installation manual.

**2.3 ACCESSORY PRODUCTS**

- A. Provide adhesive certified by resilient athletic flooring Manufacturer: MONDO PU 105 polyurethane adhesive. For suitability, recommendations and use please refer to adhesive instruction manual provided by Manufacturer. MONDO EP 55 epoxy adhesive may be used in areas that have not been specified to receive Everlay, and that will not be subject to surface impacts (falling free weights) or heavier dynamic loads (bleachers).
- B. Patching or leveling compound to be supplied or recommended/approved by resilient athletic flooring Manufacturer.

**3 PART 3 – EXECUTION**

**3.1 INSTALLERS**

- A. Refer to section 1.4 of this document for information on installers.

**3.2 EXAMINATION**

- A. Ensure that concrete subfloors on or below grade are installed over a permanent effective vapor retarder, as per current versions of ASTM E1643 and ASTM E1745. The vapor retarder must be placed directly underneath the concrete slab, above the granular fill, as per Manufacturer's instructions. The vapor retarder must have a perm rating of 0.1 or less and must have a minimum thickness of 10 mils.
- B. Installation to be carried out no sooner than the specified curing time of concrete subfloor (normal density concrete curing time is approximately 28 days for development of design strength). Refer to current version of ASTM F710.
- C. Ensure that no concrete sealers or curing compounds have been applied to or mixed into the concrete (refer to Section 03 05 00 – Common Work Results for Concrete of Division 3).
- D. Subfloor surface must be free of any paint, wax, oil, grease, sealer, curing compound, solvent or any other contaminants that may inhibit bond. All contaminants must be removed from the surface via mechanical abatement.
- E. Smooth, dense finish, highly compacted with a tolerance of 1/8" in a 10 ft radius (3.2 mm in 3.05 m radius). Floor Flatness (FF) and Floor Levelness (FL) numbers are not recognized.
- F. Moisture and alkalinity tests must be performed on all concrete substrates, under in-service conditions. It is recommended to turn on the HVAC unit prior to performing moisture testing, in order to ensure stable testing conditions and accurate results. The concrete's surface pH should be between 7 and 10. Relative humidity of the concrete slab must not exceed the tolerance of the adhesive specified, in accordance with

- ASTM F2170 (in situ probes). Moisture vapor emissions from the concrete slab must not exceed the tolerance of the adhesive specified, in accordance with ASTM F1869 (anhydrous calcium chloride).
- G. If installing over wood subfloors, ensure exterior grade plywood with at least one good side, such as: APA (Engineered Wood Association) Exterior grade plywood (A-A Exterior, A-B Exterior or A-C Exterior) and CANPLY (Canadian Plywood Association) Exterior certified plywood (Canada: Grade G2S A-A or G1S A-C. USA: G2S A-A, A-B, B-B, or G1S A-C, B-C). There must be proper underfloor ventilation, plywood must be dry and should have a moisture content ranging between 6 and 12%, when measured with a quality wood moisture meter (electronic hygrometer).
  - H. Maintain a stable room and subfloor temperature within the recommended range of 65°F to 86°F (18°C to 30°C), 48 hours prior to installation, during the installation, and 48 hours after the installation. Recommended ambient humidity control level is between 35 to 55%.
  - I. Installation of resilient athletic flooring will not commence until the building is enclosed and all other trades have completed their work.

### 3.3 PREPARATION

- A. Prepare concrete subfloor in accordance with Manufacturer's current printed Subfloor Preparation Guide.

### 3.4 INSTALLATION

- A. Install resilient sheet goods in accordance with Manufacturer's current printed Installation Manual.
- B. Install underlayment in accordance with manufacturer's current printed installation manual.

### 3.5 REPAIR

- A. Refer to section 1.3.4 for extra stock materials.
- B. Repair material must be from the same dye lot as material supplied for initial installation.
- C. Repairs are to be performed by qualified installers/technicians only.

### 3.6 CLEANING

- A. Always wait at least a minimum of 72 hours after the resilient athletic flooring has been completely installed before performing initial maintenance.
- B. Always maintain resilient athletic flooring according to Manufacturer's current maintenance instructions for specified product.

### 3.7 PROTECTION

- A. As needed, resilient athletic flooring can be protected with 1/8" Masonite during and after the installation, prior to acceptance by the Owner.

# TASKER LOCKER ROOM RENOVATIONS

## SECTION 09900 - PAINTING

### PART 1 - GENERAL

#### RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to this section.

#### SUMMARY:

This Section includes surface preparation, painting, and finishing of exposed interior and exterior items and surfaces.

Surface preparation, priming, and finish coats specified in this section are in addition to shop priming and surface treatment specified under other sections.

Paint exposed surfaces whether or not colors are designated in "schedules", except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.

Painting is not required on pre-finished items, finished metal surfaces, concealed surfaces, operating parts, and labels.

Concealed surfaces not to be painted include wall or ceiling surfaces in inaccessible areas:

Labels: Do not paint over Underwriter's Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

#### DEFINITIONS:

"Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.

#### SUBMITTALS:

Product Data: Manufacturer's technical information, label analysis, and application instructions for each material proposed for use.

List each material and cross-reference the specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.

#### QUALITY ASSURANCE:

Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

Coordination of Work: Review other sections in which primers are provided to ensure compatibility of the total systems for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible

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primers.

Notify the Architect of problems anticipated using the materials specified.

Material Quality: Provide the manufacturer's best quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.

Proprietary names used to designate colors or materials are not intended to imply that products named are required or to exclude equal products of other manufacturers.

Federal Specifications establish a minimum quality level for paint materials, except where other product identification is used. Provide written certification from the manufacturer that materials provided meet or exceed these criteria.

Products that comply with qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to the Architect. Furnish material data and manufacturer's certificate of performance to Architect for proposed substitutions. No lead will be acceptable in any products.

### DELIVERY, STORAGE, AND HANDLING:

Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:

- Product name or title of material.
- Product description (generic classification or binder type).
- Federal Specification number, if applicable.
- Manufacturer's stock number and date of manufacture.
- Contents by volume, for pigment and vehicle constituents.
- Thinning instructions.
- Application instructions.
- Color name and number.

Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45EF (7EC). Maintain containers used in storage in a clean condition, free of foreign materials and residue. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

### JOB CONDITIONS:

Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50EF (10EC) and 90EF (32EC).

Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45EF (7EC) and 95EF (35EC).

Do not apply paint in snow, rain, fog, or mist, when the relative humidity exceeds eighty-five percent (85%), at temperatures less than 5EF (3EC) above the dew point, or to damp or wet surfaces.

Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

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### **PART 2 - PRODUCTS**

#### **MANUFACTURERS:**

**Manufacturer:** Subject to compliance with requirements, provide products of one of the following: All paints, primers, etc. shall be single manufacturer unless otherwise directed by A.E.

Benjamin Moore and Co. (Moore).  
PPG Industries, Pittsburgh Paints (Pittsburgh).  
Pratt and Lambert (P & L).  
The Sherwin-Williams Company (S-W).  
Hanley Paint Co.

#### **MASONRY BLOCK FILLER:**

**High-Performance Latex Block Filler:** Heavy-duty latex block fillers used for filling open textured interior and exterior concrete masonry block before application of top coats:

#### **PRIMERS:**

**Exterior Primer Coating:** Exterior alkyd wood primer used for priming mineral-fiber-reinforced cement panels under a flat acrylic emulsion finish.

**Interior Flat Latex-Based Paint:** Flat latex paint used as a primer over concrete and masonry under alkyd flat and semigloss enamel.

**Latex-Based Interior White Primer:** Latex-based primer coating used on interior gypsum drywall under a flat latex paint or an alkyd semigloss enamel.

#### **EXTERIOR FINISH PAINT MATERIAL:**

**Alkyd Gloss Enamel:** Weather-resistant, air-drying, high gloss enamel for use on the exterior over prime-coated wood.

**Deep Color Alkyd Resin Exterior Trim Paint:** Deep color, ready-mixed alkyd paint for use on the exterior over prime-coated wood trim, doors, and shutters:

**Alkyd Gloss Enamel:** Weather-resistant high-gloss enamel for use over primed ferrous metal surfaces.

#### **INTERIOR FINISH PAINT MATERIAL:**

**Latex-Based Interior Flat Paint:** Ready-mixed, latex-based paint for use as a flat finish over concrete and masonry surfaces, including filled concrete masonry block, mineral-fiber-reinforced cement panels, and plaster and over prime-coated gypsum drywall, ferrous metal, and zinc-coated (galvanized) metal surfaces.

**Interior Semigloss Odorless Alkyd Enamel:** Low-odor, semigloss, alkyd enamel for use over a primer and undercoat on concrete, masonry (including concrete masonry block), plaster, wood, and hardboard and both ferrous and zinc-coated (galvanized) metal surfaces and over a primer on gypsum drywall.

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### **PART 3 - EXECUTION**

#### **EXAMINATION:**

Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint. Do not begin paint application until unsatisfactory conditions have been corrected.

Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

#### **PREPARATION:**

**General Procedures:** Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items in place that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items if necessary for complete painting of the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.

Clean surfaces before applying paint or surface treatments. Remove oil and grease prior to cleaning. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

**Surface Preparation:** Clean and prepare surfaces to be painted in accordance with the manufacturer's instructions for each particular substrate condition and as specified.

Provide barrier coats over incompatible primers or remove and re-prime. Notify Architect in writing of problems anticipated with using the specified finish-coat material with substrates primed by others.

**Cementitious Materials:** Prepare concrete, concrete masonry block, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.

Use abrasive blast-cleaning methods if recommended by the paint manufacturer.

Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's printed directions.

Clean concrete floors to be painted with a five percent (5%) solution of muriatic acid or other etching cleaner. Flush the floor with clean water to remove acid, neutralize with ammonia, and rinse; allow to dry and vacuum before painting.

**Wood:** Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.

Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.

Prime, stain, or seal wood to be painted immediately upon delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.

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When transparent finish is required, back-prime with spar varnish.

Back-prime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on backside.

Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately upon delivery.

Ferrous Metals: Clean non-galvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council.

Blast steel surfaces clean as recommended by the paint system manufacturer and in accordance with requirements of SSPC specification SSPC-SP 10.

Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.

Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by the paint manufacturer, and touch up with the same primer as the shop coat.

Galvanized Surfaces: Clean galvanized surfaces with non-petroleum-based solvents so that the surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

Materials Preparation: Carefully mix and prepare paint materials in accordance with manufacturer's directions.

Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.

Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

Use only thinners approved by the paint manufacturer, and only within recommended limits.

Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

### APPLICATION:

Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

Paint colors, surface treatments, and finishes are indicated in "schedules".

Provide finish coats that are compatible with primers used.

The number of coats and film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications

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where sanding is required to produce an even smooth surface in accordance with the manufacturer's directions.

Apply additional coats when undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.

The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convactor covers, covers for finned tube radiation, grilles, and similar components are in place. Extend coatings in these areas as required to maintain the system integrity and provide desired protection.

Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment.

Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-secular black paint.

Paint back sides of access panels and removable or hinged covers to match exposed surfaces.

Finish interior of wall and base cabinets and similar field-finished casework to match exterior.

Finish exterior doors on tops, bottoms, and side edges same as exterior faces.

Sand lightly between each succeeding enamel or varnish coat.

Omit primer on metal surfaces that have been shop-primed and touch up painted.

Scheduling Painting: Apply first coat to surfaces that have been cleaned, pre-treated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

Allow sufficient time between successive coats to permit proper drying. Do not re-coat until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

Minimum Coating Thickness: Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.

Mechanical and Electrical Work: Painting mechanical and electrical work is limited to items exposed in mechanical equipment rooms and in occupied spaces.

Mechanical items to be painted include but are not limited to:

- Piping, pipe hangers, and supports.
- Heat exchangers.
- Tanks.
- Ductwork.
- Insulation.
- Supports.
- Motors and mechanical equipment.
- Accessory items.

Electrical items to be painted include but are not limited to:



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Conduit and fittings.  
Switchgear.

Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

Prime Coats: Before application of finish coats, apply a prime coat of material as recommended by the manufacturer to material that is required to be painted or finished and has not been prime coated by others. Re-coat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to assure a finish coat with no burn through or other defects due to insufficient sealing.

Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.

Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.

Provide satin finish for final coats.

Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

### FIELD QUALITY CONTROL:

The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:

The Owner will engage the services of an independent testing laboratory to sample the paint material being used. Samples of material delivered to the project will be taken, identified, sealed, and certified in the presence of the Contractor.

The testing laboratory will perform appropriate tests for the following characteristics as required by the Owner:

- Quantitative materials analysis.
- Abrasion resistance.
- Apparent reflectivity.
- Flexibility.
- Washability.
- Absorption.
- Accelerated weathering.
- Dry opacity.
- Accelerated yellowness.
- Re-coating.
- Skinning.
- Color retention.
- Alkali and mildew resistance.

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If test results show material being used does not comply with specified requirements, the Contractor may be directed to stop painting, remove noncomplying paint, pay for testing, repaint surfaces coated with rejected paint, and remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.

### CLEANING:

Cleanup: At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.

Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping, using care not to scratch or damage adjacent finished surfaces.

### PROTECTION:

Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to the Architect.

Provide "wet paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### EXTERIOR PAINT SCHEDULE:

General: Provide the following paint systems for the various substrates indicated.

Ferrous Metal: Primer is not required on shop-primed items.

Full-Gloss Alkyd Enamel: 2 finish coats over primer.

Primer: Synthetic Rust-Inhibiting Primer (FS TT-P-664).

First Coat: Alkyd Gloss Enamel (FS TT-E-489).

Second Coat: Alkyd Gloss Enamel (FS TT-E-489).

Zinc-Coated Metal:

High-Gloss Alkyd Enamel: 2 finish coats over primer.

Primer: Galvanized Metal Primer (FS TT-P-641).

First Coat: Alkyd Gloss Enamel (FS TT-E-489).

Second Coat: Alkyd Gloss Enamel (FS TT-E-489).

Aluminum:

High-Gloss Alkyd Enamel: 2 finish coats over primer.

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Primer: Alkyd-Type Zinc Chromate Primer (FS TT-P-645).  
First Coat: Alkyd Gloss Enamel (FS TT-E-489, Class A).  
Second Coat: Alkyd Gloss Enamel (FS TT-E-489, Class A).

### INTERIOR PAINT SCHEDULE:

General: Provide the following paint systems for the various substrates, as indicated.

Concrete and Masonry (Other than concrete masonry units):

Semigloss Enamel Finish: 3 coats with total dry film thickness not less than 3.5 mils.

Primer: Latex-Based Interior Flat Paint (FS TT-P-29).  
Undercoat: Interior Enamel Undercoat (FS TT-E-543).  
Finish Coat: Interior Semigloss Odorless Alkyd Enamel (FS TT-E-509).

Concrete Masonry Units:

Semigloss Alkyd Enamel Finish: 2 coats over filled surface with total dry film thickness not less than 3.5 mils, excluding filler coat.

Block Filler: High-Performance Latex Block Filler.  
Undercoat: Interior Enamel Undercoat (FS TT-E-543).  
Finish Coat: Interior Semigloss Odorless Alkyd Enamel (FS TT-E-509).

Gypsum Drywall Systems:

Lusterless (Flat) Emulsion Finish: 2 coats.

Primer: Latex-Based Interior White Primer (FS TT-P-650).  
Finish Coat: Latex-Based Interior Flat Paint (FS TT-P-29).

Odorless Semigloss Alkyd Enamel Finish: 3 coats with total dry film thickness not less than 2.5 mils.

Primer: Interior Latex-Based White Primer (FS TT-P-650).  
First Coat: Interior Semigloss Odorless Alkyd Enamel (FS TT-E-509).  
Second Coat: Interior Semigloss Odorless Alkyd Enamel (FS TT-E-509).

Woodwork and Hardboard:

Semigloss Enamel Finish: 3 coats.

Undercoat: Interior Enamel Undercoat (FS TT-E-543).  
First Coat: Interior Semigloss Odorless Alkyd Enamel (FS TT-E-509).  
Second Coat: Interior Semigloss Odorless Alkyd Enamel (FS TT-E-509).

Stained Woodwork:

Stained-Varnish Rubbed Finish: 3 finish coats over stain plus filler on open-grain wood. Wipe filler before applying first varnish coat.

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Stain Coat: Oil-Type Interior Wood Stain (FS TT-S-711).

First Coat: Cut Shellac (FS TT-S-300).

Filler Coat: Paste Wood Filler (FS TT-F-336).

Second Coat: Oil Rubbing Varnish (FS TT-V-86).

Third Coat: Oil Rubbing Varnish (FS TT-V-86).

### Ferrous Metal:

Semigloss Enamel Finish: 2 coats over primer with total dry film thickness not less than 2.5 mils.

Primer: Synthetic Rust-Inhibiting Primer (FS TT-P-664).

Undercoat: Interior Enamel Undercoat (FS TT-E-543).

Finish Coat: Interior Semigloss Odorless Alkyd Enamel (FS TT-E-509).

### Dry Erase Paint:

Primer: B51W00150 – EX BOND PRM WH

Intermediate Coat: B20W12651 - ProMar® 200 Zero VOC Inter Latex Eg-Shel Extra White

*Color of board itself*

Topcoat: KB73C2001-SKETCH P DRY E KIT

**END OF SECTION 09900**

## TASKER LOCKER ROOM RENOATIONS

### SECTION 10161 - PLASTIC TOILET PARTITIONS

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

##### DESCRIPTION OF WORK:

Types of toilet partition required include the following:

Floor supported, overhead braced.

Toilet accessories are specified elsewhere in Division-10.

##### QUALITY ASSURANCE:

Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication where possible, to insure proper fitting of work.

Manufacturer: Provide toilet partition produced by Capitol Partitions, Inc., Columbia, MD 21046 or approved equal.

##### SUBMITTALS:

Product Data: Submit manufacturer's detailed technical data for materials, fabrication, and installation, including catalog cuts of anchors, hardware, fastenings, accessories and color selector.

Shop Drawings: Submit shop drawings for fabrication and erection of toilet partition assemblies not fully described by product drawings, templates, and instructions for installation of anchorage devices built into other work.

Colors: Manufacturer's premium color designs as selected by the Architect.

##### PROJECT CLOSE OUT REQUIREMENTS:

Provide Manufacturer's Written Guarantee against breakage, corrosion and delamination: Fifteen (15) years

#### PART 2 - PRODUCTS

##### MATERIALS:

Doors, panels, and pilasters shall be solid Polymer resin which is waterproof, nonabsorbent and has a self-lubricating surface that resists markings with pen, pencil or other writing instruments. All doors, panels, and pilasters shall be protected with a plastic masking. All edges shall be uniformly machined to a 0.250 inch radius.

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### DOORS:

Doors shall be 1 inch thick x 55 inches high and mounted to pilasters with a continuous contact hinge full length of door, anchored 8" on center with tamper proof screws concealed under a snap-on cover plate. Each door shall be furnished with: one (1) coat hook/bumper of heavy chrome plated Zamak with rubber bumper, one (1) extruded aluminum slide latch, one (1) door pull (handicapped doors (2) one each side and (1) one wall stop.) Each door shall contain a continuous aluminum strip or "heat sinc" on bottom.

### PANELS:

Panels shall be 1 inch thick x 55 inches high and anchored to walls and pilasters with continuous wall brackets make of extruded aluminum. Each panel shall contain a continuous aluminum strip of "heat sinc" on bottom.

### PILASTERS:

Ceiling Hung: Pilasters shall be 1-1/4 inch thick x height required and mounted to panels and wall with continuous wall brackets made of extruded aluminum. Pilasters shall have a 1/2" x 1" x full width aluminum bar anchored to top of the pilaster by means of three (3) 3/8" X 2-1/2" lag screws (two for pilasters under 6" wide). Pilasters to be fastened to structural member with 3/8" steel threaded rods. Structural member supplied and drilled by others. Each pilaster shall contain a continuous aluminum strip or "heat sinc" on bottom.

### WALL BRACKETS:

Wall brackets shall be 57 inches long and made of heavy aluminum extrusion (6463-T5 alloy) with bright dip anodized finish. Wall brackets shall be pre-drilled by manufacturer with holes spaced every 12 inches along full with length of brackets. Wall brackets shall be mounted to panel and pilasters with stainless steel tamper resistant torx screws. Attachment of brackets to adjacent wall construction shall be accomplished by No. 5 plastic anchors and No. 14 x 1-1/2 inch stainless steel torx head screws.

### HINGES:

Doors shall be hung on continuous contact piano-type hinges made of extruded aluminum and shall weigh not less than 1.5 pounds per foot. Knuckles shall have nylon separators. Pivot pins shall be 1/4" type 304 stainless steel. All fasteners shall be 5/8" stainless steel tamper-proof torx head screws located 8" on-center on door and pilaster. Fasteners shall be concealed under a snap-on cover. Cover shall be fastened top and bottom with 5/8" stainless steel tamper-proof torx head screws. Hinge shall have internal spring which is adjustable to hold door open or closed.

### PILASTER SHOES:

Pilaster shoes shall be one piece four (4) inches high and made from 20 gauge stainless steel.

### LATCH:

Housing, slide bolt and button shall be fabricated from heavy aluminum extrusion (6463-T5 alloy) with bright dip anodized finish. Latch shall be surface mounted to door with stainless steel tamper resistant torx screws. Handicap doors shall be slotted to permit emergency access.

### STRIKE AND KEEPER:

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Strike and Keepers shall be three (3) inches long and fabricated from heavy aluminum extrusion (6463-T5 alloy) with bright dip anodized finish, wrap around flange and surface mounted to pilaster with stainless steel tamper resistant torx screws.

**Pulls:** Install pull handles on each side of HC stall door.

**Coat Hook/Bumper:** One per door except HC stall. At HC stall install coat hook on panel beside door @ 54" A.F.F.

**Installation of coat hook on door of accessible stall will cause replacement of door at contractor's expense.**

### **PART 3 - EXECUTION**

#### **INSTALLATION:**

Erection of toilet partitions shall be in accordance with the manufacturer's recommendations and the following:

All parts shall be erected in a substantial manner, straight, level and plumb.

All doors and panels shall be mounted 12 inches above the finished floor.

Clearance at vertical edges of doors shall be uniform top to bottom and shall not exceed 3/16 of an inch.

No evidence of drilling, cutting or patching shall be visible on the finished work.

Finished surfaces shall be cleaned after installation and left free of imperfections.

**END OF SECTION 10161**

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### SECTION 10500 - METAL LOCKERS

#### PART 1 - GENERAL

##### RELATED DOCUMENTS:

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

##### SUMMARY:

This Section includes metal lockers and related equipment as indicated on drawings.

Types of products in this section include the following:

Standard wardrobe lockers.

Single-tier.  
Double-tier.

Locker room benches.

Concrete base for lockers is specified in Division-3.

Masonry base for lockers is specified in Division-4.

Wood sleepers are specified in Division-6.

##### SUBMITTALS:

Submit the following in accordance with Conditions of Contract and Division Specification sections.

Product data and installation instructions for metal locker units.

Color Samples on squares of same metal to be used for fabrication of lockers.

Shop Drawings that show metal lockers in dimensioned relation to adjacent surfaces. Show lockers in detail, method of installation, fillers, trim, base, and accessories. Include locker numbering sequence information.

Combination Listing for combination locks and their respective locker numbers. Coordinate with shop drawings submittal, if required.

##### QUALITY ASSURANCE:

Uniformity: Provide metal lockers that are standard products of single manufacturer, with interchangeable like parts. Include necessary mounting accessories, fittings, and fastenings.

##### JOB CONDITIONS:

### **METAL LOCKERS**

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Do not deliver metal lockers until building is enclosed and ready for locker installation. Protect from damage during delivery, handling, storage, and installation.

### **PART 2 - PRODUCTS**

#### **MANUFACTURERS:**

**Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:

**Manufacturer:** Subject to compliance with requirements, provide products of one of the following:

Republic Storage Systems  
List Industries Inc.  
Lyon Metal Products  
Penco Products Inc.

#### **MATERIALS:**

**Sheet Steel:** Mild cold-rolled and leveled furniture steel, free from buckle, scale, and surface imperfections.

**Fasteners:** Cadmium, zinc, or nickel plated steel; exposed bolt heads, slotless type; self-locking nuts or lock washers for nuts on moving parts.

**Equipment:** Hooks and hang rods of cadmium-plated or zinc-plated steel.

#### **FABRICATION, GENERAL:**

**Construction:** Fabricate lockers square, rigid, and without warp, with metal faces flat and free of dents or distortion. Make exposed metal edges safe to touch. Weld frame members together to form rigid, one-piece structure. Weld, bolt, or rivet other joints and connections. Grind exposed welds flush. Do not expose bolts or rivet heads on fronts of locker doors or frames.

**Frames:** Fabricate of 16-gage channels angles, minimum, with continuous stop/strike formed on vertical members.

**Finishing:** Chemically pretreat metal with de-greasing and phosphatizing process. Apply baked-on enamel finish to all surfaces, exposed and concealed, except plates and nonferrous metal.

**Color:** Provide locker units in color(s) selected by Architect from manufacturer's standards. Concealed parts may be manufacturer's standard neutral color.

#### **WARDROBE LOCKERS:**

**Body:** Fabricate back and sides of minimum 24-gage steel, with double-flanged connections extending full height. Form top and bottom of not less than 24-gage steel, with flanged edges.

Provide 24-gage steel sheet hat shelf in single-tier units.

Form exposed ends of non-recessed lockers of minimum 16-gage steel.

### **METAL LOCKERS**

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Door: One-piece, minimum 16-gage sheet steel, flanged at all edges, constructed to prevent springing when opening or closing. Fabricate to swing 180E.

Reinforcing: Provide extra bracing or reinforcing on inside of doors over 15 inches wide.

Ventilation: Provide stamped, louvered vents in door face, as follows:

Single-tier lockers: Not fewer than 6 louver openings top and bottom.

Double-tier lockers: Not fewer than 3 louver openings top and bottom.

Multi-tier lockers: Not fewer than 2 louver openings top and bottom, or 3 louver openings top or bottom.

Hinges: Steel, full-loop, 5-knuckle, tight pin. Weld to inside of frame and secure to door with not fewer than 2 factory-installed fasteners that are completely concealed and tamper-proof when door is closed.

Provide at least 3 hinges for each door over 42 inches high; at least 2 hinges for each door 42 inches high or less.

Recessed Handle and Latch: Housing to form recess for latch lifter and locking devices; non-protruding latch lifter containing strike and eye for padlock; and automatic, pre-locking, pry-resistant latch mechanism with latching action as follows:

Single-tier lockers: Not less than 3-point latching.

Double-tier lockers: Not less than 2-point latching.

Acoustical Treatment: Provide construction treatment designed for significant reduction of noise of locker operation, including protected sound-absorbing material; nylon or plastic coatings on operating components to prevent metal-to-metal contact, and latching mechanism designed to operate without rattling.

### LOCKER ACCESSORIES:

Equipment: Furnish each locker with the following items, unless otherwise shown:

Single-Tier Units: Hat shelf, one double-prong hook and not fewer than two (2) single-prong wall hooks.

Double-Tier Units: One double-prong hook and not fewer than two (2) single-prong wall hooks.

Lockers 18 inches Deep: Provide hand rod in lieu of hook.

Number Plates: Manufacturer's standard etched, embossed, or stamped, nonferrous metal number plates with numerals not less than 3/8 inches high. Number lockers in sequence as directed by Architect. Attach plates to each locker door, near top, centered, with at least two (2) fasteners of same finish as number plate.

Continuous Metal Base: Minimum 20-gage cold-rolled steel, fabricated in lengths as long as practicable to enclose base of lockers without additional fastening devices. Flange bottoms inward 3/4 inch for stiffening. Factory-finish metal base to match lockers.

Continuous Sloping Tops: Not fewer than 20-gage sheet steel, approximately 25E pitch, in lengths as long as practicable, but not less than 4 lockers. Provide closures at ends. Finish to match lockers.

Separators: Provide horizontal dividers of not less than 16-gage sheet steel between doors of multiple-tier lockers to

## TASKER LOCKER ROOM RENOVATIONS

ensure rigidity.

Provide perforated separators for athletic lockers.

Trim: Provide trim at jambs and head of recessed lockers, consisting of not less than 18-gage cold-rolled steel. Factory-finish trim to match lockers. Secure trim to lockers with concealed fastening clips.

Filler Panels: Provide filler panels where indicated, of not less than 18-gage steel sheet, factory fabricated and finished to match locker units.

LOCKER ROOM BENCHES: TUFFTEC or approved equal.

Manufacturer's standard units with TUFFTEC HDPE seat approximately 9-1/2 inches wide by 1-1/4 inches thick, in lengths as indicated. Furnish steel pedestal supports not more than 3'-0" o.c., with provisions for fastening to floor and securing to bench. Furnish all anchorages. Apply manufacturer's standard integral color to bench seat and baked enamel finish to pedestals.

### **PART 3 - EXECUTION**

#### **INSTALLATION:**

Install metal lockers at locations shown in accordance with manufacturer's instructions for plumb, level, rigid, and flush installation.

Space fastenings about 48 inches o.c., unless otherwise recommended by manufacturer, and apply through backup reinforcing plates where necessary to avoid metal distortion, using concealed fasteners.

Install trim, metal base, sloping top units, and metal filler panels and end panels, using concealed fasteners. Provide flush, hairline joints against adjacent surfaces.

Install benches in compliance with manufacturer's instructions.

#### **ADJUST AND CLEAN:**

Adjust doors and latches to operate easily without binding. Verify that integral locking devices are operating properly.

Touch-up marred finishes, but replace units that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by locker manufacturer.

**END OF SECTION 10500**

## TASKER LOCKER ROOM RENOVATIONS

### **SECTION 10800 - TOILET ACCESSORIES**

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

##### RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

##### DESCRIPTION OF WORK:

Extent of each type of toilet accessory is indicated on drawings and schedules.

##### QUALITY ASSURANCE:

Inserts and Anchorages: Furnish inserts and anchoring devices which must be set in concrete or built into masonry; coordinate delivery with other work to avoid delay.

Accessory Locations: Coordinate accessory locations with other work to avoid interference and to assure proper operation and servicing of accessory units.

Products: Provide products of same manufacturer for each type of accessory unit and for units exposed in same areas, unless otherwise acceptable to Architect.

##### SUBMITTALS:

Product Data: Submit manufacturer's technical data and installation instructions for each toilet accessory.

Setting Drawings: Provide setting drawings, templates, instructions, and directions for installation of anchorage devices and cut-out requirements in other work.

#### **PART 2 - PRODUCTS**

##### ACCEPTABLE MANUFACTURERS:

Manufacturer: Subject to compliance with requirements, provide toilet accessories by one of the following:

Bobrick Washroom Equipment, Inc. (Where scheduled)  
Bradley Corporation. (Typically)  
ASI, Inc.

##### MATERIALS, GENERAL:

Stainless Steel: AISI Type 302/304, with polished No. 4 finish, 22-gage (.034") minimum, unless otherwise indicated.

Galvanized Steel Mounting Devices: ASTM A 153 hot dip galvanized after fabrication.

#### **TOILET ACCESSORIES**

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## **TASKER LOCKER ROOM RENOVATIONS**

Fasteners: Screws, bolts, and other devices of same material as accessory unit or of galvanized steel where concealed.

Provide the following products in locations indicated on the drawings or specified, each item complete with all screws, bolts, clips anchors or other accessory parts essential to proper installation or operation of the item. All equipment to have stainless steel satin finish. All model numbers are Bradley.

### **PART 3 - EXECUTION**

#### **INSTALLATION:**

Install toilet accessory units in accordance with manufacturers' instructions, using fasteners which are appropriate to substrate and recommended by manufacturer of unit. Install units plumb and level, firmly anchored in locations and at heights indicated.

#### **ADJUSTING AND CLEANING:**

Adjust toilet accessories for proper operation and verify that mechanisms function smoothly. Replace damaged or defective items.

Clean and polish all exposed surfaces after removing temporary labels and protective coatings.

**END OF SECTION 10800**