#### CITY OF VINELAND

#### VINELAND, NEW JERSEY

#### **SPECIFICATIONS**

#### **FOR**

#### VINELAND SENIOR CENTER RENOVATIONS

**COV BID # 2025-03** 

BID OPENING: FRIDAY, MARCH 7, 2025 PREVAILING TIME: 2:00PM

THERE WILL BE A PRE BID MEETING ON WEDNESDAY, FEBRUARY 19, 2025 AT 10:00AM AT THE VINELAND SENIOR CENTER, 103 S. SIXTH STREET, VINELAND, NJ 08360

DEPARTMENT OF FINANCE DIVISION OF PURCHASING 640 E WOOD STREET P.O. BOX 1508 VINELAND, NJ 08362-1508

Jeanine N. Meneghetti, QPA
Purchasing Agent
(856) 794-4040 Phone
(856) 405-4605 Facsimile
jmeneghetti@vinelandcity.org



#### 640 E. WOOD STREET P.O. BOX 1508 VINELAND, NJ 08362-1508

DEPARTMENT OF FINANCE DIVISION OF PURCHASING JEANINE N. MENEGHETTI, QPA PURCHASING AGENT

PHONE: (856) 794-4040 FAX: (856) 405-4605

#### **NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Vineland on Friday, March 7, 2025 at 2:00 p.m. prevailing time in the Purchasing Department, City Hall, 640 E. Wood Street, Vineland, New Jersey 08360, at which time and place bids will be opened and read in public for the following:

#### COV BID # 2025-03 VINELAND SENIOR CENTER RENOVATIONS

Bid must be submitted in <u>duplicate</u> and shall be enclosed in an opaque sealed envelope, addressed to "Purchasing Agent, City of Vineland, 640 E. Wood Street, PO Box 1508, Vineland, NJ 08362-1508"

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

You must submit paper documents as your bid package. We cannot accept electronic copies. The documents to be submitted start with the Check List. (PLEASE DO NOT SUBMIT THE SPECIFICATIONS WITH YOUR BID PACKAGE.) Original signatures must be on one document. (Please use blue ink for the signatures.) The duplicate can be a photocopy.

If you have any questions, please contact the Purchasing Department at the above number or email <a href="PurchasingOffice@vinelandcity.org">PurchasingOffice@vinelandcity.org</a>

DO NOT STAPLE DOCUMENTS NO DOUBLE SIDED COPIES

# CITY OF VINELAND GENERAL INSTRUCTIONS (CONSTRUCTION)

#### I. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached and shall be submitted in a clearly marked sealed envelope addressed to:

If delivered:

If mailed:

DIVISION OF PURCHASING 640 E. WOOD STREET 5TH FLOOR VINELAND NJ 08360 DIVISION OF PURCHASING 640 E. WOOD STREET 5TH FL PO BOX 1508 VINELAND NJ 08362-1508

Bidder's name, address, bid category, and due date must appear on the outside of the BID ENVELOPE containing the bid.

- C. Sealed bids will be received by the Purchasing Agent or designated representative, at the time and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- D. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the City disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail service, the designation in sub-section B, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. The City of Vineland shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The City of Vineland shall not be responsible for bidder's hand delivering bids who arrive late or to the wrong location.
- E. Sealed bids forwarded to the City before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

<sup>\*</sup> Do not use PO Box on Overnight Delivery Services, i.e. (Fed-Ex)

- G. Bids will be received only on the bidding forms attached to this specification or a true copy thereof with all notations to be done in ink or typed and signatures must be done in ink. ONLY ORIGINAL SIGNATURES ON ALL DOCUMENTS WILL BE ACCEPTED. RUBBER STAMPS, COMPUTER GENERATED SIGNATURES, COPIER GENERATED SIGNATURES, OR ANY OTHER ARTIFICIAL SIGNATURES SHALL NOT BE ACCEPTABLE AND SHALL BE REASON FOR REJECTION. City of Vineland will not be held responsible for any erroneous pages or pages missing from this bid document if it is obtained from a source other than the Purchasing Department of the City of Vineland. City of Vineland will not be held responsible if bidders (vendors) fail to receive any updates or addenda to the specification, if they haven't contacted the Purchasing Department.
- H. Each bid proposal form must give the full business address, business phone, fax, the contact person of the bidder, and be signed by an authorized representative as follows:
  - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of
    the State in which incorporated and must contain the signature and designation of the president,
    secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
  - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.
- J. Potential bidders are hereby cautioned that they are bidding at their own risk and that the specifications/bid packages may or may not be complete if the specifications/bid packages were provided by a third party supplier.
  - The City shall not be responsible for third party supplied specifications/bid packages.
- K. The City reserves the right to reject individual and/or all bids in accordance with law.
- L. Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract; N.J.S.A. 40A: 11-13 (e).
- M. Contracts shall be awarded to the lowest responsive and responsible bidder. City Council reserves the right to reject any and all bids and to waive minor discrepancies therein. City Council also reserves the right to split bids, award individual items, or to award groups of items and categories of items.
- N. Questions concerning this bid shall be directed in writing to the Division of Purchasing, Attention: Jeanine N. Meneghetti, Purchasing Agent, either by facsimile at (856) 405-4605 or by email at <a href="mailto:PurchasingOffice@vinelandcity.org">PurchasingOffice@vinelandcity.org</a> Last day for questions is noon Monday, February 24, 2025.

#### II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

X A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or a bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the City.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City.

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

X B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety shall result in rejection of the bid.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

X	E.	MAINTENANCE BO	ND
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Upon acceptance of the work by the City, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

\_\_\_\_\_ 1 year \_\_\_\_ X\_\_ 2 years

#### III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, a written request must be received at least ten (10) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

When issuing addenda, the City shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

#### D. Discrepancies in Bids

- 1. Ditto marks are not considered writing or printing and shall not be used.
- 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.
- E. Pre-Bid Conference

 If stated in the Notice to Bidders:
A Pre-Bid Conference is not required for this bid

A non-mandatory pre-bid conference for this proposal will be held on Wednesday, February 19, 2025, 10:00 am at the Vineland Senior Center, 103 S. Sixth Street, Vineland, NJ 08360. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements. A site visit will immediately follow the pre-bid.

#### IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

#### V. INSURANCE AND INDEMNIFICATION

The insurance documents as listed below shall include but are not limited to the following coverage's. (where insurance requirements are listed under other sections of these specifications, the higher limits will prevail.)

#### A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Statutory Limit for Workers' Compensation and \$500,000 for Employer's Liability.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$\frac{1,000,000}{2}\$ any one person/any one accident for bodily injury and property damage and \$\frac{3,000,000}{2}\$ aggregate, and shall be maintained in full force during the life of the contract.

3. Automobile Liability Insurance

Automobile liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person / any one accident for bodily injury and property damage, and shall be maintained in full force during the life of the contract.

4. Other Forms of Insurance Required

#### B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City of Vineland as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the City of Vineland as an additional insured.

#### C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the City of Vineland from all claims, suits or actions, and damages or costs of every name and description to which the City of Vineland may be subjected or put by reason of injury to the person or property of another, or the property of the City of Vineland resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

#### VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The City of Vineland is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

#### VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

#### A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

#### 2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

#### B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the City harmless.

#### C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own (10%) ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

#### D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration. Certificate must be submitted prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at <a href="www.nj.gov/njbgs">www.nj.gov/njbgs</a> or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New

Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

#### E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

#### F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Bidders are cautioned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages. It is Bidder's sole responsibility for determining the correct labor classification(s) and paying the correct and proper wage and benefits and it is imperative that the Contractor familiarize itself with the current wage and benefit rates before submitting bids based on these specifications. NOTE: Additional information and current wage rates are available at: http://lwd.state.nj.us/labor/wagehour/wagehour index.html.

#### G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

 "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

X

- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or
  extent of such facilities is not thereby changed or increased. While "maintenance"
  includes painting and decorating and is covered under the law, it does not include
  work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at <a href="http://lwd.state.nj.us/labor/wagehour/regperm/pw">http://lwd.state.nj.us/labor/wagehour/regperm/pw</a> cont reg.html

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

# H. NON-COLLUSION AFFIDAVIT (Not Applicable)

The Affidavit shall be properly executed and submitted with the bid proposal.

#### I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at <a href="https://www.elec.state.nj.us">www.elec.state.nj.us</a>.

#### J. NJ ONE CALL

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000. The successful bidder will be required to show compliance with the requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

#### VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The City may also elect to award the contract on the basis of unit prices.

- E. The form of contract shall be submitted by the City to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the City.
- F. Choice of Law: The agreement with the successful bidder shall be construed in accordance with the laws of the State of New Jersey. In the event of litigation or other legal proceedings commenced to enforce the terms of the agreement, the venue of such litigation shall be the Superior Court of New Jersey, Cumberland County.

#### IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

#### X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract. City will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.
- C. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
- D. In case of default by the contractor, the City may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new City(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the City.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.
- H. The City may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

#### XI. PAYMENT

- A. No payment will be made unless duly authorized by the City's authorized representative and accompanied by proper documentation. The City is not permitted to pay down payments or deposits on contracts.
- B. Payment will be made in accordance with the City's policy and procedures.

#### XII. W-9

A. Bidder shall complete W-9 form and submit to the City of Vineland Division of Purchasing prior to contract award. This form is available at the following link: http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3

#### XIII. Contract Records

As per N.J.A.C. 17:44-2.2 Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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#### PERMISSION FOR BIDDER TO WITHDRAW A BID DUE TO A MISTAKE IN CERTAIN CIRCUMSTANCES

#### (N.J.S.A. 40A:11-23.3)

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to Jeanine Meneghetti, Purchasing Agent, 640 E. Wood Street, P.O. Box 1508, Vineland, NJ 08361-1508, Vineland, NJ 08361-1508. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Miguel Mercado, Purchasing Agent, may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the City of Vineland's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The City of Vineland will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

#### LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the case of a Bidder making the lowest bid for this contract by at least ten percent (10%) under the amount of the next lowest bidder, they shall be required to certify to the City of Vineland prior to the award of a contract that the prevailing wage rates required pursuant to the Prevailing Wage Act shall be paid in performing the work under the contract. In the event that the Bidder does not provide the certification prior to the award of the contract, the City of Vineland shall award the contract to the next lowest responsible and responsive bidder.

# NEW JERSEY ANTI-DISCRIMINATION PROVISIONS NJ.S.A.10:2-1 ET SEQ.

Pursuant to NJ.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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# Provisions Concerning Changed Conditions in Construction Contracts (N.J.S.A. 40A:11-48.7)

- (1) If the contractor organizer, differing also conditions during the progress of the work of the conduct, the conductor stail promptly really the conducting unit in writing of the specific differing also conditions organized before the site is further districted and before any substance work is performed in the Impacial and
- (2) Upon recipt of a differing allo conditions notice in accretance with paragraph (1) of this subscalar, or upon the contracting with this rejected region of differing allo conditions, the conducting with shall promptly with the contracting with shall promptly with the contracting with shall promptly with the contraction in the contraction of the cont
- (3) If the contracting unit determine different alto contidere that may result in additional code or delays exist, the contracting unit shall provide pumpl written make to the contractor contacting directions on how to provide
- (4) (d) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for forward costs and delays resulting from the agreed upon differing site conditions expended by the contract of t
- (b) If both paties स्पृत्तक that the craisesting unit's investigation and directions decrease the craisest of costs or time of particularity, the craisesting unit shall be critical to a lair कर क्यांक्टिक का गर्म की प्रकार की कि craisest price or time of particularies.
- (c) If the contracting wit determines that there are no differing site conditions present that would result in edifficular costs or delays, the contracting will shall so advise the contraction, in writing, and the contraction shall resume performance of the contract, and shall be emitted to pursue a differing site conditions delayed and the contraction with the contracting with for sublitional congruence or time attributable to the slagest difficulty site conditions.
- (5) Exaction of the casted by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local consistence under which the work is to be continued.
- (6) As used in this education, "differing site conditions" mass physical conditions at the contract work allotted are educated in the contract and which differ materially from those indicated in the contract decuments or one of such an usual naive that the conditions differ materially from those ordinarily reconstruct and generally recognized as inharmal in the work of the decades provided for in the contract.
  - b. A cortect subset to this section shall include the (diloxing supersion of work provisions
- (1) The extracting with drill province written realize to the contractor in advance of any expension of work testing mane than 10 calendar days of the performance of all or any portion of the work of the contract.
- (2) If the performance of all or any potion of the work of the contract is accounted by the contracting wit for more than 10 calendar days due to no facilit of the contract or an accountered by with something with something which the contracts shall be emitted to compression for any resultant delay to the project completion or stifficial contracts requests, and he an extension of time, provided that, to the extensional deposition of the provided that, to the extensional deposition of the extension of the extens
- (3) Upon resign of the contractor's suspension of work notice in accordance with paragraph (2) of this supersion, the contraction unit shall promptly exists the contractor's notice and promptly advise the contractor's notice and promptly advi
- (4) (4) if the contracting unit debandnes that the contractor bendited to extitioned comparession or time, the contracting unit shall make a feir end equitable uppert adjustment to the contract price end contract constant date.
- [h] If the contracting unit determines that the contractor is not entitled to exhibit or on person or time, the contractor is not entitled to exhibit to pursue a expension of work claim against the contracting unit for exhibitorial compansation or time exhibitorials to the execution.

- (5) Falured the contrains to provide timely notice of a supersion of work stail result in a waiver of a claim if the contraining unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contrainty actually projudiced the contracting unit's ability to adaptably investigate and defend and stated the claim.
  - c. A contact subject to this section shall include the following charge in character of work provisions:
- (1) If the contractor believes that a change directive by the contracting unit results in a nearest of change to the contractor which is contractor with the contractor which contractor which contractor which contractor will be project that is not the subject of the notice.
- (2) Upon restipt of the contractor's charge in dreader revice in associance with paragraph (1) of this श्रीकार्याल, the contracting with state promptly exclude the contractor's revice कर्त promptly advise the contractor of its बेकान्यं किया on how to proceed in writing.
- (3) (a) If the contrasting with determines that a change to the contrast of swork casest of streeted by the contrasting with materially changes the checker of any apent of the contrast work, the contrasting will stable make a first and equivalent work as placed to the contrast of the work as placed any such price of the work as placed at the time of contrasting and the contrast work as a result of its change in character, or an otherwise mutually agreed upon by the contrastor and the contrasting unit prior to the contrastor particular the subject work.
- (b) If the contexting unit determines that the contextor is not entitled to extilitional <u>comparation or time</u>, the contextor shall continue the performance of all contexts work, and shall be entitled to pursue a claim system the contextor of the attributable to the attributable or the attributable to the attributable or the
- (4) As used in this subsection, "material charge" mass a character charge which impresses of degree the contractor's constant of performing the work, increase or degrees the contractor of time by which the contractor is required to the contractor production of time by which the contractor production of th
  - d. A cortical subject to this eartion shall include the following cleage in questiy providence
  - (1) The cortains unit may have seen decrease the quantity of work to be performed by the contrador.
- (2) (8) if the quantly of a pay litan is considered y increased or described by 20 percent or less from the bid proposal quantity, the quantity charge shall be considered a minor charge in quantity.
- (b) If the quantity of a pay from is increased or decrissed by more than 20 percent from the bid proposal quantity, the quantity of superated be considered amajor change in quantity.
- (3) For any minor charge in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the hid price for the pay item.
- (4) (3) For a region increase in querily, the contracting unit or contractor may request to recognize the price for the quantity in excess of 120 powers of the hist propers quantity. If a maked agreement count be reached ornangerisately interior amejor quantity increase, the contracting unit shall pay the actual conseques enabled and 10 powers for profit, unless otherwise specified in the critical bid.
- (b) For energy decreasing welly, the createst inguith or extracted may request to responsibility price for traggerity of work performed. If a makes agreement count be readed on a request of price of a major quality decrease, the contexting unit dest pay treated code plus and titue in the original bid, provided, however, that the contracting unit shell and neighe prepared in an appropriate that exceeds 80 percent of the value of the bid price multiplied by the bid proposed quantity.
- (6) As used in this advantion, the term "tild proposal quantity" mass the quantity indicated in the hid proposal less the quantities designated in the project plans as "if and where directed.

#### City of Vineland

#### Revised Contract Language for BRC Compliance

Good and Services Contracts (including purchase orders)

\*Construction Contracts (including public works related purchase orders)

N.J.S.A 52;32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1. the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2. subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3. prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers\* or attest that none was used:
- 4. during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A> 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

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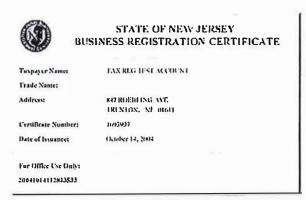
#### **NEW JERSEY BUSINESS REGISTRATION**

Pursuant to P.L. 2004, c.57, all consultants (both in-state and out-of-state) must obtain a Business Registration Certificate (BRC) from the New Jersey Department of the Treasury, Division of Revenue prior to conducting business with the NJTPA. A consultant or subconsultant who fails to submit a copy of a valid BRC in accordance with the statue will be held liable for monetary penalties in accordance with N.J.S.A. 54-49-4.1. Questions regarding how to obtain a BRC can be directed to the New Jersey Division of Revenue at (609) 292-1730. The business registration form (Form NJ-REG) can be found online at:

http://www.state.nj.us/treasury/revenue/busregcert.shtml, or http://www.state.nj.us/treasury/revenue/gettingregistered.shtml.

#### Sample New Jersey Business Registration Certificates:





# THIS PROJECT REQUIRES A CERTIFICATE FOR PUBLIC WORKS CONTRACTOR REGISTRATION FOR GENERAL CONTRACTORS AND SUBCONTRACTORS IN ACCORDANCE WITH PL 1999, C. 238

For questions or information about PL 1999, C.238, pierse call Combantor Rigids at the Unit, New Jersey Department of Labor, Division of Wage and Hour Compliance, GES-252-9464 or e-mail: contentional state of us.

CERTIFICATE MUST BE SUBMITTED TO THE CITY OF VINELAND PURCHASING AGENT FROM TO CONTRACT AWARD. CERTIFICATES MUST AUSD BE SUBMITTED FOR ANY/ALL. OF THE COMPANIES/INDIVIDUALS LISTED ON THE SUBCONTRACTORS LAS REQUIRED BY NISA40A:11-16.

The City of Vinebud cannot accept applientime. We cannot award a contract if the cartificate was not issued to the cantilicate fault actor prior to sale with then of the bid.

# State of New Jersey



#### Department of Labor

Diwision of Wage and Hour Compliance

#### Public Works Confractor Registration Act

Pursuant to Public Law 1999 Chapter 288, the Public Works Pantrooter Registration Act, this entilicate of registration, for purposes of biliding on and anguaring in public work is leaved to

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This cartificate may not be trudeleted at seeligaed said may be revoked for coules by the Commissioner of labor.

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# MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27-1.1 et seq.

#### CONSTRUCTION CONTRACTS

During the performance of this contact, the contactor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age; race, creed, color, national origin, ancastry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sexual expert with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is affected to such applicants in carreitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity stall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recardenent or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprendicable. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or edvertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, rece, creed, color, national origin, encetry, marital status, effectional or sexual prientation, gender identity or expression, disability, nationality or sex.

The contractor or subcompactor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or outsand actor, where applicable, agrees to comply with any regulations promolgated by the Treasurer, promone to <u>N.J.S.A.</u> 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hing or scheduling weakers in each construction trade, the contractor or subconstruction agrees to make good faith effects to employment goal prescribed by N.1.A.C. 17:27-7.2; provided, however, that the Dept of LWD, Construction HPO Monitoring Program, may, in its discretion, exempt a constructor or subconstructor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept of LWD, Construction HEO Monitoring Program is satisfied that the constructor or subconstructor is employing workers

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- If the contractor or sub-contractor has a referral agreement or arrangement with a union for a construction trade, the compactor or subcontractor shall, within three business days of the contract award, seek accurances from the union that it will cooperate with the contractor or subcommender as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the reverse pursuant to N.I.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcumments is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to affind equal employment opportunities minority and woman workers directly, consistent with this chapter. If the contrador's or subsubtractor's prior experience with a construction trade union, regardless of whether the union has provided said according indicates a significant possibility that the trade union will not refer sufficient minority and women wurkers consistent with affinding equal employment opportunities as specified in this chapter, the contractor or subcommatur agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedure prescribed under (B) below, and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers considered with the equal employment opportunity goels set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or camet be met for each construction trade by adiacing to the procedures of (A) above, or if the contractor does not have a reticaral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EPO Monitoring Program, and minority and women referred organizations listed by the Division pursuant to <u>N.J.A.C.</u> 17:27-5.3, of its workforce needs, and request referred of minority and women workers:
- (2) To notify any minerity and women workers who have been listed with it as enviring available vacameies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

- (4) To leave standing requests for additional referral to uninority and women workers with the local construction trade union, provided the constructor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions:
- (6) To adhere to the following procedure when minority and women workers apply or are refirmed to the contractor or subcontractor:
- (i) The contactor or substantiactor shall interview the referred minority or women worker.
- (ii) If said individuals have never previously received any document or cardification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the constructor or subcontractor shall in good falth determine the qualifications of such individuals. The constructor or subcontractor shall hire or actually those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and annotation principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a tinion, appreciate program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainess pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- (iii) The name of any interested women or minurity individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction PRO Monitoring Program, the contractor or submarted shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an univaried traines or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EBO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract on firms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective baygining agreement or vaion hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the wim for release, or to the apprenticeship program for edinission, pursuant to such agreement or arrangement. However, where the practices of a union or appearing along program will result in the exclusion of minorities and women or the failure to refer minorities and women consistest with the targeted county employment goal, the contractor or submantactor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or energenest provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total weakfuree for the construction tasks, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in this area for said construction trade. Also, the contractor or submanifectur agrees that, in implementing the procedues of (B) above, it shall, where applicable, employ minerity and women workers residing within the programment jurisdiction of the union:

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction HEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction REO Monitoring Program, through its website, for distribution to and completion by the contractor, in econdance with NJ.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction REO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-thejob programs for outrach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction HEO Monitoring Program as may be requested by the Dept. of LWD, Construction HEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agancies shall furnish such infirmation as may be requested by the Dept. of LWD, Construction HEO Monitoring Program for conducting a compliance investigation pursuant to N.I.A.C. 17:27-1.1 et seq.

# AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the City of Vineland, (hereafter "City") do hereby agree that the provisions of title 11of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entitles, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City of Vineland pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the City in any action or administrative proceeding commenced pursuant to this Act The contractor shall indemnity, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City of Vineland or if the City of Vineland incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim bas been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the City of Vineland, or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the City of Vineland assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractors obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

# USE THESE DOCUMENTS WHEN SUBMITTING YOUR ORIGINAL BID

# PLEASE PRINT (LEGIBLY) OR TYPE

amount of \$, or a bid bond in the	eck in the amount of \$, a cashier's check in the e amount of \$, payable to the City of Vineland ages, if in the event that this proposal is accepted, the t or to furnish satisfactory bond as require.
	COMPANY
	ADDRESS
	TELEPHONE
WITNESS	BY
The bidder shall state on the line below, if a corporation, the name	(Signature)
of the state in which incorporated.	(Name-please print or type)
	(Title)
(Contact Person Who Prepared Proposal)	DATE
(Telephone Number)	Have you attached the required items listed on the Check List? Failure to do so may result in automatic rejection of this bid.
(Federal I.D. Number)	(Fax Number)
(Email address)	

# PROPOSAL VINELAND SENIOR CENTER RENOVATIONS

#### COV BID 2025-03 DUE: 3-7-25

To the Purchasing Agent of the City of Vineland

The undersigned bidder declares he/she has read the Notice to Bidders, Instructions to Bidders, and Specifications attached, that he/she has determined the conditions affecting the bid, and agrees, if this proposal is accepted and contract awarded, to furnish the following:

	٦.
BASE BII	η.

#### 1. Lump Sum Base Bid

Complete interior and exterior renovations as noted on plans and specifications to include but not be limited to:

Exterior masonry repairs and improvements. Interior building renovations to include all walls, ceilings, windows, doors, power, lighting, plumbing, mechanical work, site work, exterior pavements, electric equipment, and any and all associated appurtenances as described in the contract documents for a complete and functioning facility. (Refer to Specification SECTION 011000 – SUMMARY)

Lump Sum Price	(in words)	Dollars
and	Cents	
\$		
(numbers)		

ALLOWANCES (refer to Specification SECTION 012100):

#### 2. Lump Sum Allowances

Allowance No. 1: Contingency Allowance: Include a contingency allowance of \$20,000.00 for use according to Owner's written instructions for the exterior renovations work phase.

Allowance No. 2: Contingency Allowance: Include a contingency allowance of \$75,000.00 for use according to Owner's written instructions for the interior renovations work phase.

COMPANY	
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# PROPOSAL CONT'D VINELAND SENIOR CENTER RENOVATIONS

#### COV BID 2025-03 DUE: 3-7-25

ndCents  numbers)  ALTERNATES (refer to Specification SECTION 012300)  Alternate No. 001: Existing Stone Entablature, Flashing Installation, Valump Sum Price (in words)  andCents	Vest Side.
numbers) ALTERNATES (refer to Specification SECTION 012300) Alternate No. 001: Existing Stone Entablature, Flashing Installation, Volump Sum Price (in words)Cents	
ALTERNATES (refer to Specification SECTION 012300)  Alternate No. 001: Existing Stone Entablature, Flashing Installation, Volump Sum Price (in words) Cents	
ALTERNATES (refer to Specification SECTION 012300)  Alternate No. 001: Existing Stone Entablature, Flashing Installation, Volump Sum Price (in words)  Cents	
Liternate No. 001: Existing Stone Entablature, Flashing Installation, Volump Sum Price (in words)Cents	
ump Sum Price (in words)ndCents	
ndCents	Dollars
ndCents	
numbers)	
Alternate No. 002: Existing Stone Masonry Retaining Wall Repairs.	
ump Sum Price (in words)	Dollars
ndCents	
numbers)	
iumocis)	

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#### **BID CHECKLIST**

# Failure by the bidder to submit with their bid all of the MANDATORY Items that are check below shall be cause for rejection of bid.

#### VINELAND SENIOR CENTER RENOVATIONS COV BID # 2025-03

**DATE 3-7-25)** 

and CCCC and COURT ASSESSMENT RESIDENCE AND ADDRESS.	11 5 - 2/19/00 - 2016-00 -		
		REQUIRED WITH BID	INITIAL <u>&amp; SUBMIT</u>
	Guarantee (IN DUPLICATE d bond is not a consent of surety)	X	
	ficate or Consent of Surety Form  OUPLICATE)	<u>X</u>	
	ement of Ownership Disclosure OUPLICATE)	<u>X</u>	
	/Affirmative Action Compliance Notice	<u>X</u>	<del></del> ,
5. Non-	Collusion Affidavit (IN DUPLICATE)		
6. Chec	k List (IN DUPLICATE)	X	,
7. Prop	osal (IN DUPLICATE)	X	<u> </u>
	owledgement of Receipt of Addenda	<u>X</u>	
	f Subcontractors per NJSA 40A:11-16, y, If none, state so. (IN DUPLICATE)	X	i <del>a.</del>
The items	s that are checked below shall be submitted no	later than the ti	me period indicated.
Required as Conditioned	<u>Item</u>		Read, Initialed Shall Submit
<u>X</u>	Performance Bond (Due with the executed contract)		
<u> </u>	Labor and Material Payment Bond (Due with the executed contract)		,

X	Maintenance Bond (Due with the executed contract)		
X	Public Works Contractor Registra Certificate(s) for the General or P Contractor and any Subcontracto in the bid proposal with a date eff time the proposal is submitted (Due prior to contract award)	'rime r submitted	
X	New Jersey Business Registration (Due prior to contract award)	Certificate	
<u>X</u>	Disclosure of Investment Activitie (Due prior to contract award)	s in Iran	7.28.38.11.12
X	Certificate(s) of Insurance as spec In the Bid Document (Due with executed contract)	ified	
X	Certification of Non-Debarment fo (Due prior to contract award)	or Federal Contracts.	
X	Certification of Regarding Debarm (Due prior to contract award)	nent Suspension.	<del></del> :
	The items that are checked below	are to be reviewed by the	bidders.
Review Requ	red <u>Item</u>		Read & Initialed
<u>X</u>	Americans with Disabil	lities Act Language	
<u>X</u>	General Instructions		
<u>X</u>	Technical Specification	S	
SUBMITTED PURPOSES ( IT SHALL I COMPLETE	AND/OR FORMS INDICATED WITH YOUR BID. THIS CHECONLY. ALL REQUIRED DOCUME BE THE RESPONSIBILITY OF THE BID PACKAGE, FAMILIARIZE TO TO SUBMIT WITH THEIR BID A	CKLIST IS PROVIDED F ENTATION MAY NOT BE THE BIDDER TO CARE THEMSELVES WITH THI	OR INFORMATIONAL E LISTED ABOVE AND FULLY REVIEW THE E REQUIREMENTS OF
SIGNATURE			
The undersig requirements	ned hereby acknowledges that they l :	have submitted and/or rev	iewed the above listed
(COMPANY)		(NAME – PLEASE P	RINT OR TYPE)
(SIGNATUR	<u>E)</u>	(DATE)	

#### STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:

Organization Addr	ess:				
Part I:					
Check the box tha	Check the box that represents the type of business organization:				
Sole Pro	prietorship (skip Parts II	and III, execute certification in Part IV)			
Non-Pro	fit Corporation (skip Part	ts II and III, execute certification in Part IV)			
For-Profit Corporation (any type)					
Limited I	Limited Liability Company (LLC)				
Limited 6	Limited Partnership				
Limited Liability Partnership (LLP)					
Other (b	e specific):				
Part II:					
The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)					
OR					
No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PARTIV)					
(Please attach additional sheets if more space is needed):					
Name of Individ	lual or Business Entity	Address			

# Part II DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address	
	The state of the s	

#### Part IV Certification

i, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer, that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) :	Title :
Signature :	Date :

#### AFFIRMATIVE ACTION COMPLIANCE NOTICE

#### N.J.S.A. 10:5-31 and N.J.A.C. 17:27

#### GOODS AND SERVICES CONTRACTS

#### (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

#### OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

#### OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY:	SIGNATURE:
PRINT NAME:	_TITLE:
DATE:	

## CITY OF VINELAND ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number	Dated	Acknowledge Receipt (Initial)
	<del></del>	:D
	****	And the second s
No addenda	received.	
Acknowledged for:	(Name of Bidde	er)
By:(S		
(S	ignature of Authorized Re	epresentative)
Name:		10
Title:	, , , , , ,	
Date:		



# City of Vineland - Division of Purchasing DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND
PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW
JERSEY 08625-0230

BID SOLICITATION # AND TITLE:
VENDOR NAME:
Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliales, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at: https://www.state.pi.us/news/news/state.pi.us/news/state.pi.us/news/state.pi.us/news/news/news/news/news/news/news/
Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or enlity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.
CHECK THE APPROPRIATE BOX
I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in fran.
OR
I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.
Enlity Engaged in Investment
Activities Relationship to Vendor/ Bidder Description of Activities
Duration of Engagement
Anticipaled Cessation Date  *Attach Additional Sheets ti Necessary.
CERTIFICATION
I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Vineland is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.
Signature Date
Full Name (Print) and Title

# CERTIFICATION REGARDING THE DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am_		of the firm of	
1 am(Your T		Title)	(Name of your Organization)
		(Address of your Orga	nization)
		CHOOSE ONE	OF THE FOLLOWING
( )	A.	I hereby certify on behalf of	(Name of your Organization)
			(Name of your Organization)
		Development Authority's or	pals are included on the State Treasurer's and Economic the Federal Government's List of Debarred, Suspended, alt of action taken by any State or Federal Agency.
()	В.	I am unable to certify to a attached an explanation to th	ny of the statements set forth in this certification. I ha
	bed and swom to ne this day of 20		
		unagus <sup>*</sup>	(Signature)
	(Signature of Nota)	ry Public)	(Typed or Printed Name and Title)
My Con	nmission expires		
		(Month, Day, Year)	

## CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

	PART I: VENDOR INFORM	ATION	
Individual or			
Organization Nam	ne		
Physical Address	of		
Individual or			
Organization			
Unique Entity ID			
(if applicable)		a stimus	
CAGE/NCAGE Cod	le		
(if applicable)			
Che	ck the box that represents the type of	business organizat	ion:
☐For-Profit C	orship (skip Parts III and IV)   Non-Prof.  Corporation (any type)   Limited Liabil	ity Company (LLC)	<b>Partnership</b>
LIL	imited Partnership	bility Partnership (I	LIP)
□Other (f	oe specific):		
PARTII	CERTIFICATION OF NON-DEBARMEN	Findividual or Org	anization
I hereby certify tha	t the individual or organization listed	above in Part I is no	t debarred by the
federal governmer	nt from contracting with a federal agen	cy. I further acknow	/ledge: that I am
authorized to exec	ute this certification on behalf of the al	bove-named organiz	zation; that the <i>City</i>
1 -	ing on the information contained herei		_
	e date of this certification through the o		• • •
_	and to notify the City of Vineland in wri		
	that I am aware that it is a criminal offe		
	in this certification, and if I do so, I am	_	•
•	will constitute a material breach of my		<u> </u>
	ng the City of Vineland to declare any o	contract(s) resulting	trom this
certification void a	nd unenforceable.		
Full Name		Title:	
(Print):			
Signature:		Date:	

PART III — CERTIFICATION OF Percent of Organization	NON-DEBARMENT: Individual or Entity Owning Greater than 50
Section A (Check the Box tha	t applies)
	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	and the second s
Physical Address	
	OR
	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Sk	ip if no Business entity is listed in Section A above)
	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
	OR
	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

	Section C-Part (Ill Certifica	tion		
contracting with a fe Part I or, if applicable further acknowledge named organization; that I am under a con contract award <i>City</i> of information contained statement or misrep prosecution under the	I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of < >. I further acknowledge: that I am authorized to execute this certification on behalf of the abovenamed organization; that the City of Vineland is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award City of Vineland to notify the City of Vineland in writing of any changes to the information contained herein; that I am aware that It is a criminal offense to make a false statement or misrepresentation in this certification, and If I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the			
City of Vineland, permitting the City of Vineland to declare any contract(s) resulting from this certification void and unenforceable.				
Full Name (Print):		Title:		
Signature:		Date:		

		eon controlled intilles
		address of the corporation(s) in which the
	<b>1</b>	Part I owns more than 50 percent of voting stock, or
_	of the partnership(s) in	n which the Organization listed in Part I owns more
	than 50 percent intere	st therein, or of the limited liability company or
	companies in which th	e Organization listed above in Part I owns more than
	50 percent interest the	erein, as the case may be.
Nai	ne of Business Entity	Physical Address
	ATOMIC WATER A PROPERTY	
**Add addition	al sheets if necessary**	· · · · · · · · · · · · · · · · · · ·
		OR
	The Organization liste	d above in Part I does not own greater than 50
_		stock in any corporation and does not own greater
		est in any partnership or any limited liability company.

Section	n B (skip if no business er	itities are liste	d in Sec	Non A of Part IV)
	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).			
	intity Controlled by Entity ection A of Part IV		Phy	rsical Address
**Add additional She	ets if necessary**			
	Ale and the Black to Plant 199	OR	Ab F	'O a constant of the continue of the last
	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.			
Section C.— Part IV Certification				
of any entity that the agency and, if applie greater than 50 per federal agency. I for of the above-name herein and that I and date of contract away to the information of statement or misreprosecution under the City of Vineland, per certification void and the agency and the certification of the agency and the certification of the agency and the agen	nat is debarred by the fede cable, does not own greate cent of any entity debarred arther acknowledge: that I d organization; that the <b>Gi</b> in under a continuing obliga- ard by <b>City of Vineland</b> to contained herein; that I am presentation in this certification the law and that it will contermitting the <b>City of Vinela</b>	ral governmenter than 50 percent of the federal am authorized by of Vineland in a tion from the notify the City in aware that it eation, and if it estitute a mater	t from content of an all governo to execute	my entity that in turns owns ment from contracting with a ute this certification on behalf on the information contained this certification through the and in writing of any changes inal offense to make a false m subject to criminal the offense my agreement(s) with the
Full Name (Print):	*		Title:	
Signature:			Date:	

#### SAMPLE FORM OF BID BOND

A.	We, the undersigned		
			as Principal and
	•		hereby held and firmly bound unto
(\$jointly	), lawful money of	ir heirs, executors, administra	Dollars  yment of which well and truly to be made, we hereby ators, successors and assigns. Signed this
B. the	THE CONDITION of the abov	e obligation is such that whe	ereas the Principal has submitted to
	ain bid attached hereto and hereby g for the (insert type of work)	y made a part of hereto and h	nereby made a part of hereof, to enter into a contract in
C.	NOW THEREFORE:		
furnisis said to under amound D. shall it	act in the form of Agreement req hing materials in connection the bid. Then this obligation shall be stood and agreed that the liability int of this obligation as herein state THE SURETY for value received in no way be impaired or affected	uired by the Bid Documents rewith, and shall in all respective void, otherwise the same by of the surety for any and alted.  ved, hereby stipulates and ag if by an extensions of the time	accepted and the Principal shall execute and deliver a and for the payment of all persons performing labor or cts perform the agreement created by the acceptance of e shall remain in force and effect, it being expressly ill claims hereunder shall, in no event, exceed the penal grees that the obligations of said Surety and its bond e within the "OBLIGEE" may accept such bid. And
E.		e Principal and the Surety ha reporate seals to be hereto f	ave hereunto set their hands and seals, and such of them fixed and these presents to be signed by their proper
			(L.S.)
		PRINCIPAL	,
(SEA	17)	SURETY	
,	-,	BY.	**************************************

NOTE: Bid Bond must be signed by an authorized agent or representative of a surety company and not by the individual or company submitting the bid.

#### SURETY FORM

The City of Vineland has provided this certificate of surety for submission to a bidder's insurance/bonding company. Language such as this will be accepted; however, language that limits the timeframe in which the City can process claims against a performance bond or language that states the surety is conditional depending on contract terms, will not be accepted. (Contract terms will be as outlined in the bid specifications)

To

TELEPHONE NO.

Purchasing Board City of Vineland 640 E. Wood Street Vineland, NJ 08360

	1.86
NAME OF INSURANCE/BONDING COMPAN	Y
being duly qualified to transact business in and agrees that if:	the State of New Jersey, hereby certifies
CONTRACTOR NAME	
Is the successful bidder for	
<del></del>	it as surety, will provide
the bidder with the bond or bonds as are cal	lled for in the bid specifications.
Signed and Sealed	_, 20
NAME OF INSURANCE/ Printed name of Attorney-in-Fact	BONDING COMPANY  Signature of Attorney-in-Fact
POWER OF ATTORNEY FOR THE ATTOR CONBENT OF SURETY AND CORPORATE SE AFFIRED TO SU	NET-IN-PACT MUST BE ATTACHED TO IAL OF THE SURETY COMPANY MUST BE
CERTIFICATE OF SURETY MUST BE SK REFRESENTATIVE OF A SURETY COMPA COMPANY SUBMI	My and not by the individual or
insurance/bonding company	to provide the following:
NAME	TITLE
ADDRESS	·

#### CITY OF VINELAND

#### LIST OF SUBCONTRACTORS

(as required by NJSA40A:11-16)

**COV BID # 2025-03** 

MARCH 7, 2025

The following subcontractors are to be used on this project in the four (4) specialty trade categories noted below: These subcontractors must be registered with the Department of Labor's Division of Wage and Hour Compliance (Public Works Contractor Registration) at the time proposals are received.

**NOTE**: If the project's scope of work does not involve any of the specialty trade categories below, please write the word "NONE" in each appropriate space(s).

If the project's scope of work does involve any of the specialty trade categories below, but will be done "in-house" by the General Contractor or a qualified, licensed employee(s), where required, or by such other employee(s) on the contractor's payroll, write the word "IN-HOUSE" and provide the names(s) and license number(s), where required, or the name(s) of those employees(s) in each of the appropriate spaces below:

#### DO NOT LEAVE ANY SPACE BLANK

#### 1. PLUMBING AND GAS FITTING AND ALL KINDRED WORK:

Name.	 	
Address:		
License Number:		

	KINDRED WORK:
	Name:
	Address:
3.	ELECTRICAL WORK:
	Name:
	Address:
4.	STRUCTURAL STEEL AND ORNAMENTAL IRON WORK:
	Name:
	Address:
BY	7:
	(SIGNATURE OF AUTHORIZED REPRESENTATIVE)
	ME:(PLEASE PRINT)
DA	ATE:
DE	HE ABOVE NAMED SUBCONTRACTORS MUST BE REGISTERED WITH THE EPARTMENT OF LABOR'S DIVISION OF WAGE AND HOUR COMPLIANCE URLIC WORKS CONTRACTORS REGISTRATION) AT THE TIME PROPOSAL

2. STEAM AND HOT WATER HEATING AND VENTILATING APPARATUS AND ALL

 ${f E}$ ARE RECEIVED.

BUSINESS REGISTRATION CERTIFICATES MUST BE SUBMITTED, FOR ANY OF THE COMPANIES/INDIVIDUALS LISTED ABOVE AS ONE OF THE FOUR PRIME SUB-CONTRACTORS.

# USE THESE DOCUMENTS WHEN SUBMITTING YOUR DUPLICATE BID

### PLEASE PRINT (LEGIBLY) OR TYPE

amount of \$, or a bid bond in the a	ck in the amount of \$, a cashier's check in the amount of \$, payable to the City of Vineland ges, if in the event that this proposal is accepted, the or to furnish satisfactory bond as require.
	COMPANY
	ADDRESS
	TELEPHONE
WITNESS	BY
The bidder shall state on the line below, if a corporation, the name	(Signature)
of the state in which incorporated.	(Name-please print or type)
A CONTRACTOR OF THE PROPERTY O	(Title)
(Contact Person Who Prepared Proposal)	DATE
(Telephone Number)	Have you attached the required items listed on the Check List? Failure to do so may result in automatic rejection of this bid.
(Federal I.D. Number)	(Fax Number)
(Email address)	

## PROPOSAL VINELAND SENIOR CENTER RENOVATIONS

#### COV BID 2025-03 DUE: 3-7-25

To the Purchasing Agent of the City of Vineland

The undersigned bidder declares he/she has read the Notice to Bidders, Instructions to Bidders, and Specifications attached, that he/she has determined the conditions affecting the bid, and agrees, if this proposal is accepted and contract awarded, to furnish the following:

BASE BID:

#### 1. Lump Sum Base Bid

Complete interior and exterior renovations as noted on plans and specifications to include but not be limited to:

Exterior masonry repairs and improvements. Interior building renovations to include all walls, ceilings, windows, doors, power, lighting, plumbing, mechanical work, site work, exterior pavements, electric equipment, and any and all associated appurtenances as described in the contract documents for a complete and functioning facility. (Refer to Specification SECTION 011000 – SUMMARY)

Lump Sum Price	(in words)	Dollars
and	Cents	
\$		
(numbers)		

ALLOWANCES (refer to Specification SECTION 012100):

#### 2. Lump Sum Allowances

Allowance No. 1: Contingency Allowance: Include a contingency allowance of \$20,000.00 for use according to Owner's written instructions for the exterior renovations work phase.

Allowance No. 2: Contingency Allowance: Include a contingency allowance of \$75,000.00 for use according to Owner's written instructions for the interior renovations work phase.

COMPANY
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## PROPOSAL CONT'D VINELAND SENIOR CENTER RENOVATIONS

#### COV BID 2025-03 DUE: 3-7-25

TOTAL BASE BID (tems 1 through 2	
Lump Sum Price (in words)andCents	Dollars
\$	
(numbers)	
ALTERNATES (refer to Specification SECTION 012300)	
Alternate No. 001: Existing Stone Entablature, Flashing Installation, West Side.	
Lump Sum Price (in words) and Cents	Dollars
(numbers)	
Alternate No. 002: Existing Stone Masonry Retaining Wall Repairs.	
Lump Sum Price (in words) andCents	Dollars
numbers)	

#### **BID CHECKLIST**

## Failure by the bidder to submit with their bid all of the MANDATORY Items that are check below shall be cause for rejection of bid.

#### VINELAND SENIOR CENTER RENOVATIONS COV BID # 2025-03

**DATE 3-7-25)** 

		Company of the compan	
		REQUIRED WITH BID	INITIAL <u>&amp; SUBMIT</u>
	narantee (IN DUPLICATE bond is not a consent of surety)	<u>X</u>	
	cate or Consent of Surety Form (PLICATE)	<u>X</u>	
	nent of Ownership Disclosure (PLICATE)	<u>X</u>	
	Affirmative Action Compliance Notice	<u> </u>	***************************************
5. Non-C	ollusion Affidavit (IN DUPLICATE)		
6. Check	List (IN DUPLICATE)	<u>X</u>	
7. Propos	al (IN DUPLICATE)	<u>X</u>	
	wledgement of Receipt of Addenda (PLICATE)	X	
	Subcontractors per NJSA 40A:11-16, If none, state so. (IN DUPLICATE)	X	
The items t	hat are checked below shall be submitted no	o later than the ti	me period indicated.
Required as Conditioned	<u>Item</u>		Read, Initialed Shall Submit
	Performance Bond (Due with the executed contract)		0
	Labor and Material Payment Bond (Due with the executed contract)		( <del></del>

X	Maintenance Bond (Due with the executed contract)	<del></del>
X	Public Works Contractor Registration Certificate(s) for the General or Prime Contractor and any Subcontractor submitted in the bid proposal with a date effective at the time the proposal is submitted (Due prior to contract award)	
X	New Jersey Business Registration Certificate (Due prior to contract award)	-
X	Disclosure of Investment Activities in Iran (Due prior to contract award)	
X	Certificate(s) of Insurance as specified In the Bid Document (Due with executed contract)	***************************************
X	Certification of Non-Debarment for Federal Contr (Due prior to contract award)	racts.
X	Certification of Regarding Debarment Suspension. (Due prior to contract award)	
	The items that are checked below are to be review	ved by the bidders.
Review Requi	ired <u>Item</u>	Read & Initialed
X	Americans with Disabilities Act Langua	age
X	<b>General Instructions</b>	
<u>X</u>	<b>Technical Specifications</b>	
SUBMITTED PURPOSES C IT SHALL I COMPLETE	AND/OR FORMS INDICATED ABOVE SHAWITH YOUR BID. THIS CHECKLIST IS PROPORTY. ALL REQUIRED DOCUMENTATION MAY BE THE RESPONSIBILITY OF THE BIDDER TO BID PACKAGE, FAMILIARIZE THEMSELVES OF TO SUBMIT WITH THEIR BID ALL REQUIRED	VIDED FOR INFORMATIONAL Y NOT BE LISTED ABOVE AND TO CAREFULLY REVIEW THE WITH THE REQUIREMENTS OF
SIGNATURE		
The undersigned requirements	ned hereby acknowledges that they have submitted a :	and/or reviewed the above listed
(COMPANY)	(NAME – P	LEASE PRINT OR TYPE)
(SIGNATUR)	E) (DATE)	in the second se

#### STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:		
Organization Address:		
Part I:		
Check the box that represents the type of bu	usiness organization:	
Sole Proprietorship (skip Parts II a	and III, execute certification in Part IV)	
Non-Profit Corporation (skip Parts	II and III, execute certification in Part IV)	
For-Profit Corporation (any type)		
Limited Liability Company (LLC)		
Limited Partnership		
Limited Liability Partnership (LLP)		
Other (be specific):		
Part II:		
The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)		
OR		
No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PARTIV)		
(Please attach additional sheets if more space is needed):		
Name of ladicidad as Davis as Estivated	Addison	
Name of Individual or Business Entity	Address	

## Partil DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address	
	The second secon	
	Company of the Compan	

#### Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title :
Signature :	Date:

#### AFFIRMATIVE ACTION COMPLIANCE NOTICE

#### N.J.S.A. 10:5-31 and N.J.A.C. 17:27

#### **GOODS AND SERVICES CONTRACTS**

#### (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

#### OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

#### OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY:	SIGNATURE:
PRINT NAME:	_ TITLE:
DATE:	

## CITY OF VINELAND ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number	Dated	Acknowledge Receipt (Initial)
	man in this	( <del>)</del>
	***	
		. Page 199
No addenda	received.	
Acknowledged for:	(Name of Bidde	er)
By:(S		
(S	ignature of Authorized Re	epresentative)
Name:	(Please type or P	rint)
Title:		
Date:		



#### City of Vineland - Division of Purchasing DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND
PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW
JERSEY 08625-0230

BID SOLICITATION # AND TITLE:	
VENDOR NAME;	
contract must certify that neither the person nor entity, nor any of its parents, subsidiarias a person or entity engaged in investment activities in Iran. The Chapter 25 list is Vendors/Bidders must review this list prior to completing the below certification. If the of the law, s/he shall take action as may be appropriate and provided by law, rule o	on or entity that submits a bid or proposal or otherwise proposes to enter into or renew a ries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List found on the Division's website at: https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. er Director of the Division of Purchase and Property finds a person or entity to be in violation or contract, including but not limited to, imposing sanctions, seeking compliance, recovering
damages, declaring the party in default and seeking debarment or suspension of the	·
CHECK THE API	PROPRIATE BOX
I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 202 or affiliates is listed on the New Jersey Department of the Treasury's Chapte	1, c.4), that neither the Vendor/Bidderlisted above nor any of its parents, subsidiaries, or 25 List of entities determined to be engaged in prohibited activities in Iran.
OR	
I am unable to certify as above because the Vendor/Bidder and/or one or mo the Treasury's Chapter 25 List. I will provide a detailed, accurate and precis subsidiaries or affiliates, has engaged in regarding investment activities	
Entity Engaged in Investment Activities Relationship to Vendor/ Bidder Description of Activities	
Duration of Engagement Anticipated Cessation Date *Attach Additional Sheets If Necessary.	
CERT	TIFICATION
hereto, to the best of my knowledge are true and complete. I acknowled that the Vendor is under a continuing obligation from the date of this co City in writing of any changes to the information contained herein; the	on on behalf of the Vendor, that the foregoing information and any attachments age that the City of Vineland is relying on the information contained herein, and certification through the completion of any contract(s) with the City to notify the nat I am aware that it is a criminal offense to make a false statement or minal prosecution under the law, and it will constitute a material breach of my esulting from this certification void and unenforceable.
Signature	Dale
Full Name (Print) and Title	_

# CERTIFICATION REGARDING THE DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am		of the firm of
(Your T		of the firm of
		(Address of your Organization)
		CHOOSE ONE OF THE FOLLOWING
()	A.	I hereby certify on behalf of
		(Name of your Organization)
		that neither it nor its principals are included on the State Treasurer's and Economic Development Authority's or the Federal Government's List of Debarred, Suspended, or Disqualified Bidders as a result of action taken by any State or Federal Agency.
()	В.	I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.
Subscribed : Before me t	and sworn to his day of 20	
	"\ <u>-</u>	(Signature)
(Sig	nature of Notas	y Public) (Typed or Printed Name and Title)
My Commis	ssion expires	(Month, Day, Year)

# CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

		ART I- VEN	DOR INFO	RMATION	4:	550	-		<del></del>
Individual or		will 10.4 P.		1440 40 -					·
Organization Name	e				2007/27/2				
Physical Address o	of	1,00				Treation in			
Individual or	1								
Organization									
Unique Entity (D									
(if applicable)									
CAGE/NCAGE Code	e								
(if applicable)									
Che	ck the box th	at represer	ts the typ	e of busin	ess or	ganiz	ation		July 100
	orporation (al mited Partne e specific):	rship		ability Cor		-			ship
						-		T	
PART II -	Address and the second	-711	-			- T. 11	-		
I hereby certify that		_							•
federal government									
authorized to execu						_			-
of Vineland is relying obligation from the	_								-
Vineland of Vinela			•					•	
contained herein; t	•			•	•	•			
misrepresentation									
the law and that it		•	•	•			•		
Vineland, permittin									
certification vold ar					(-, · ·				
Full Name	<del>/////////////////////////////////////</del>			- T-	ltle:	Γ			**************************************
(Print):					iue.				
(risit).									
Signature:				Ε	Date:				

PART III — CERTIFICATION OF Percent of Organization	NON-DEBARMENT: Individual or Entity Owning Greater than 50
Section A (Check the Box tha	t applies)
	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	9
	OR
8	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Sk	ip (f no Business entity is listed in Section A above)
0	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
	OR
<b></b>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C- variation certificat	1010年			
I hereby certify that no individual or organization that is debara	red by the federal government from			
contracting with a federal agency owns greater than 50 percen	t of the Organization listed above in			
Part I or, if applicable, owns greater than 50 percent of a paren	nt entity of < >. I			
further acknowledge: that I am authorized to execute this certi	fication on behalf of the above-			
named organization; that the City of Vineland is relying on the	information contained herein and			
that I am under a continuing obligation from the date of this ce	ertification through the date of			
contract award City of Vineland to notify the City of Vineland i	n writing of any changes to the			
information contained herein; that I am aware that it is a crimin	nal offense to make a false			
statement or misrepresentation in this certification, and If I do	so, I am subject to criminal			
prosecution under the law and that it will constitute a material	breach of my agreement(s) with the			
City of Vineland, permitting the City of Vineland to declare any contract(s) resulting from this				
certification void and unenforceable.				
Full Name (Print):	Title:			
- an action of the second of t	11441			
Signature:	Date:			
	LL			

	Below is the name and Organization listed in P of the partnership(s) in than 50 percent interes companies in which the	Section A  Section A  address of the corporation(s) in which the Part I owns more than 50 percent of voting stock, or which the Organization listed in Part I owns more at therein, or of the limited liability company or e Organization listed above in Part I owns more than rain, as the case may be	
Nan	50 percent interest therein, as the case may be.  Name of Business Entity Physical Address		
**Add addition	al sheets if necessary**	OR	
D	percent of the voting st	I above in Part I does not own greater than 50 tock in any corporation and does not own greater at in any partnership or any limited liability company.	

Section B (skip if no business entities are listed in Section A of Part IV)				
0	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).			
	Entity Controlled by Entity ection A of Part IV		Physica	l Address
M11				
**Add additional Sh	eets if necessary**			
		OR		
	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.			t interest in any
	Section C-	Part IV Certifica	tion	
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Vineland is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City of Vineland to notify the City of Vineland in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the City of Vineland, permitting the City of Vineland to declare any contract(s) resulting from this certification void and unenforceable.				
Full Name (Print):	•	1	litle:	
Signature:		1	Date:	

#### SAMPLE FORM OF BID BOND

A. We, the undersigned		
		as Principal and
		held and firmly bound unto
	in the penal sum of	Dollars
jointly and severally bind ours	noney of the United States for the payment elves, our heirs, executors, administrators, s, 20	of which well and truly to be made, we hereby uccessors and assigns. Signed this
B. THE CONDITION of the	the above obligation is such that whereas th	e Principal has submitted to
a certain bid attached hereto as writing for the (insert type of v		made a part of hereof, to enter into a contract in
•		
C. NOW THEREFORE:		
furnishing materials in connects aid bid. Then this obligation	ction therewith, and shall in all respects per in shall be void, otherwise the same shall be liability of the surety for any and all claim	r the payment of all persons performing labor or form the agreement created by the acceptance of remain in force and effect, it being expressly as hereunder shall, in no event, exceed the penal
shall in no way be impaired or		nat the obligations of said Surety and its bond in the "OBLIGEE" may accept such bid. And
	their corporate seals to be hereto fixed a	eunto set their hands and seals, and such of them and these presents to be signed by their proper
*		(L.S.)
	PRINCIPAL	- ·· ·
	SURETY	
(SEAL)	BA.	<del></del>

NOTE: Bid Bond must be signed by an authorized agent or representative of a surety company and not by the individual or company submitting the bid.

#### SURETY FORM

The City of Vineland has provided this certificate of surety for submission to a bidder's insurance/bonding company. Language such as this will be accepted; however, language that limits the timeframe in which the City can process claims against a performance bond or language that states the surety is conditional depending on contract terms, will not be accepted. (Contract terms will be as outlined in the bid specifications)

To:

Purchasing Board City of Vineland 640 E. Wood Street Vineland, NJ 08360

	907
NAME OF INSURANCE/BONDING COMP	YANY
being duly qualified to transact business and agrees that if:	in the State of New Jersey, hereby certifles
CONTRACTOR NAME	
is the successful bidder for	
3	it as surety, will provide
the bidder with the bond or bonds as are	called for in the bid specifications.
Signed and Sealed	, 20
NAME OF INSURANCE	CE/BONDING COMPANY
Printed name of Attorney-in-Fact	Signature of Attorney-in-Fact
Consent of Burety and Corporate	Orney-in-fact must be attached to Seal of the burbty company must be Surbty form
REPRESENTATIVE OF A SURETY CO	Signed by an authorized agent or Many and not by the individual or Mitting the bid
insurance/bonding compa	ny to provide the pollowing:
NAME	TITLE
ADDRESS	
TELEPHONE NO	_

#### CITY OF VINELAND

#### LIST OF SUBCONTRACTORS

(as required by NJSA40A:11-16)

COV BID # 2025-03

MARCH 7, 2025

The following subcontractors are to be used on this project in the four (4) specialty trade categories noted below: These subcontractors must be registered with the Department of Labor's Division of Wage and Hour Compliance (Public Works Contractor Registration) at the time proposals are received.

**NOTE**: If the project's scope of work does not involve any of the specialty trade categories below, please write the word "NONE" in each appropriate space(s).

If the project's scope of work does involve any of the specialty trade categories below, but will be done "in-house" by the General Contractor or a qualified, licensed employee(s), where required, or by such other employee(s) on the contractor's payroll, write the word "IN-HOUSE" and provide the names(s) and license number(s), where required, or the name(s) of those employees(s) in each of the appropriate spaces below:

#### DO NOT LEAVE ANY SPACE BLANK

#### 1. PLUMBING AND GAS FITTING AND ALL KINDRED WORK:

Name:	 
Address:	
Address	 
License Number	

	RINDRED WORK.
	Name:
	Address:
3.	ELECTRICAL WORK:
	Name:
	Address:
4.	STRUCTURAL STEEL AND ORNAMENTAL IRON WORK:
	Name:
	Address:
BY	
	(SIGNATURE OF AUTHORIZED REPRESENTATIVE)
NA	ME:
	(PLEASE PRINT)
DA	YTE:
DE	IE ABOVE NAMED SUBCONTRACTORS MUST BE REGISTERED WITH THE EPARTMENT OF LABOR'S DIVISION OF WAGE AND HOUR COMPLIANCE UBLIC WORKS CONTRACTORS REGISTRATION) AT THE TIME PROPOSALS

2. STEAM AND HOT WATER HEATING AND VENTILATING APPARATUS AND ALL

ARE RECEIVED.

BUSINESS REGISTRATION CERTIFICATES MUST BE SUBMITTED, FOR ANY OF THE COMPANIES/INDIVIDUALS LISTED ABOVE AS ONE OF THE FOUR PRIME SUB-CONTRACTORS.

#### DOCUMENT 000001 - PROJECT TITLE PAGE

#### 1.1 PROJECT MANUAL VOLUME 1

- A. City of Vineland, Patrick Fiorilli Senior Center Renovations
- B. County of Cumberland.
- C. 103 South 6<sup>th</sup> Street, Vineland, NJ 08360.
- D. Owner's Project No.: COV BID 2025-03.
- E. Architect's Project No.: 2199.01.
- F. OSK Design Partners, PA; Architects and Land Planners.
- G. 475 White Horse Pike, Collingswood, NJ 08107.
- H. Phone: (856) 854-0580.
- I. Fax: (856) 854-0993.
- J. Website: www.oskdesignpartners.com.
- K. Issued: January 8, 2025.
- L. Copyright 2025 OSK Design Partners, PA. All rights reserved.

END OF DOCUMENT 000001

PROJECT TITLE PAGE 000101 - 1

#### SECTION 000101 - INSTRUCTIONS TO BIDDERS

#### 1.01 **GENERAL**

- A. Refer also to the City of Vineland General Instructions document for the preparation of the bid.
- B. To be considered, bids must be made in accordance with these "Instructions to Bidders" and the "Advertisement for Bids." Bids submitted that are not in accordance with all sections of the "Instructions to Bidders" and the "Advertisement for Bids," may be considered as non-responsive.
- C. The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and the City of Vineland General Instructions document, that without exception the bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- D. In submitting a bid proposal under the terms of these specifications, the bidder states that he has or can secure the necessary labor, equipment, bonds and insurance to comply with the specifications.

#### 1.02 **COMPLIANCE WITH LAWS**

A. The bidder shall familiarize himself and comply with all federal and state laws and local ordinances and regulations that in any manner affect those employed on the project, the equipment to be used or supplied or that in any way affect the conduct of the work.

#### 1.03 **BID DOCUMENTS**

- A. The Bid Documents may be <u>examined</u> at the Office of the Architect: *OSK Design Partners*, *P.A.*, *Architects and Planners*, 475 White Horse Pike, Collingswood, New Jersey 08107; Telephone (856) 854-0580. Copies of the Bid Documents shall be obtained from the City of Vineland Purchasing Office. Bidders are advised to telephone in advance to confirm the availability of documents. Requests for Bid Documents must be in writing, on company letterhead with company's name, address, contact name, telephone number, and fax number. No partial sets will be issued to subcontractors, suppliers or manufacturers.
- B. Owner and Architect, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work described in the Bid Documents and do not confer a license or grant for any other use.
- C. Bidding forms may be obtained from the City of Vineland. Bidder shall submit executed copies in accordance with this section and the City of Vineland General Instructions document.

#### 1.04 **SITE INSPECTION**

A. All prospective Bidders may make a tour of the area for purposes of inspecting the conditions at the project site to acquaint them with the work to be performed.

B. Bidders will not be given extra payments for conditions which can be determined by examining the Bid Documents and Site, or make any claims for, or have any right to damages because of the lack of information. Submission of a bid will serve as the bidder's guarantee that he has reviewed the contract documents and the site and performed explorations, tests, borings, etc. that he feels is necessary to determine all existing conditions affecting their performance and furnishing the work in accordance with all terms and conditions of the contract documents. The bidder shall include in his bid any modifications imposed by the existing conditions.

#### 1.05 **QUESTIONS**

A. Bidders must submit all questions about the Bid Documents to the City of Vineland, Division of Purchasing, in writing to the Purchasing Agent to: <a href="mailed-purchasing-guested-purchasing-guested-purchasing-guested-purchasing-guested-purchasing-guested-purchasing-guested-purchasing-guested-purchasing-guested-purchasing-guested-purchasing-guested-purchasing-guested-

#### 1.06 SUBSTITUTIONS OF NAMED PRODUCTS

A. Products and manufacturers specified are named in order to establish a desired standard of quality and to establish the physical, structural and aesthetic properties or qualities required. Section 016000 shall govern the use of substituted comparable products.

#### 1.07 **PREPARATION OF BIDS**

- A. Bids shall be prepared on forms bound with the specifications. All blank spaces shall be neatly and legibly filled in, by typewriter or ink, and amounts shown in both words and figures.
- B. Any trade name of the bidder must be set forth in full.
- C. Bids signed by an agent must be accompanied by a power of attorney duly acknowledged before a notary public, evidencing the authority of the agent to act for the principal(s).
- D. In submitting his Bid, the contractor certifies that the total base bid set forth does not include any New Jersey Sales Tax and further certifies that in the event he is successful Bidder, he will only apply for an exemption for materials or supplies to be used in connection with the bid for this project only.
- E. The Owner may consider informal any bid not prepared and submitted in accordance with all of the provisions herein and may waive any minor exceptions to the requirements or reject any and all bids.
- F. In accordance with Local Public Contracts Law (40A:11-18) only manufactured and farm products of the United States shall be used in the contract work.

#### 1.08 MODIFICATION AND WITHDRAWAL

- A. Bids may not be modified after submittal. Bidders may withdraw bids at any time before opening.
- B. No bids may be withdrawn within sixty (60) days after bid opening.
- C. If within (24) hours after bids are opened, any bidder files a duly signed written notice to the City of Vineland and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned. Thereafter, that bidder will be disqualified from further bidding on the work to be provided under the contract documents.

#### 1.09 QUALIFICATION OF BIDDERS

- A. Each bidder must submit all bidding forms provided by the City of Vineland with his bid.
- B. The Owner may make such investigation as he deems necessary to determine the ability of a bidder to perform the work and that bidders shall furnish the Owner all such information and data for this purpose as the Owner may request.
- C. The Owner reserves the right to reject a bid if the investigation of a bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligation of the contract.

#### 1.10 TIME OF COMPLETION

A. Bidders must agree to be substantially complete all work included in their contracts on or before the dates indicated in Section 011000 entitled "Summary."

#### 1.11 **LIQUIDATED DAMAGES**

A. The bidder with whom the Owner executes a contract must agree to pay the Owner as liquidated damages, not as a penalty, the following amount for each consecutive calendar day after the substantial completion date, that is required to complete all work according to the contract and that is required to obtain the Owner's acceptance of the building. Owner's acceptance of the building is dependent upon whether the building can be used for its intended function or purpose and a certificate of occupancy or temporary certificate of occupancy has been issued for the building.

One (1) to Fifteen (15) Days: \$500.00 per calendar day Sixteen (16) to Thirty (30) Days: \$1,000.00 per calendar day Greater than Thirty (30) Days: \$2,000.00 per calendar day

- B. Liquidated damages shall not in any way release a contractor from the obligations of his Contract with the Owner.
- C. The Owner shall recover liquidated damages by deducting the amount thereof out of any money which may be due or become due the Contractor, or by action of law against the Contractor, their surety or by either or both of these methods.

#### 1.12 MEANING OF WORDS USED IN CONTRACT DOCUMENT

A. The word "General Contractor" as used in the Specifications or on the Drawings shall refer to and mean the Contractor for General Construction, who is awarded the contract for construction.

- B. Where the word "Contractor" is used in the Specifications or on the Drawings, it shall refer to and mean the General Contractor or any of his subcontractors.
- C. "Subcontractor," as used in the Specifications or on the Drawings, shall mean the Contractors for trade hired by the General Contractor to complete specific and specialized areas of the work.
- D. Where the words "Special Conditions" are used in the Specifications or on the Drawings it shall refer to and mean Supplementary General Conditions of the Contract.
- E. Where the word "Owner" is used in Specifications or on drawings it shall refer to and mean the City of Vineland, 640 East Wood Street, Vineland, NJ 08360.
- F. The words bid and proposal is used interchangeably in this specification.

# 1.13 **PRE-BID CONFERENCE**

A. A Pre-Bid Conference will be held at the Project Site at 103 South 6<sup>th</sup> Street, Vineland, NJ 08360, at 10:00 AM on Wednesday, February 19, 2025. The Architect will be present to answer written questions. Questions and answers will be written out after the meeting and distributed to all bidders who have received the bid package as an Addendum.

# 1.14 **TEST BORINGS**

A. The Bidders may visit the site to determine conditions and make such tests, as he may need to establish, for himself, the character of soils to be excavated. The time allowed for the submission of bids is considered ample to make any such tests. Bidder shall fill all holes and clean-up upon completion of such explorations. A geotechnical report is included in this Project Manual.

**END OF SECTION** 

# DOCUMENT 000107 - SEALS PAGE

# 1.1 DESIGN PROFESSIONALS OF RECORD

- A. Architect: OSK Design Partners, PA
  - 1. Gerald S. Blackman, Jr., AIA, PP
  - 2. License Number: 21AI01711300.
  - 3. Responsible for Divisions 01-49 Sections, except where indicated as prepared by other design professionals of record.

B. Signature:

END OF DOCUMENT 000107

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000107	Seals Page
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002513	Pre-Bid Meeting
006000	Project Forms
006500	Form of Agreement
007000	General Conditions
008000	Supplementary General Conditions
011000	Summary
012100	Allowances
012300	Alternates
012500	Substitution Procedures
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013233	Photographic Documentation
013300	Submittal Procedures
014000	Quality Requirements
014200	References
015000	Temporary Facilities and Controls
016000	Product Requirements
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062023 Interior Finish Carpentry

064116 Plastic Laminate Faced Architectural Cabinets

# DIVISION 07 – THERMAL and MOSITURE PROTECTION

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076200 Sheet Metal Flashing and Trim

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085113	Aluminum Windows
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092900	GWB
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101423.16	Room-Identification Panel Signage
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102800	Toilet, Bath and Laundry Accessories
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# **DOCUMENT 000115 - LIST OF DRAWING SHEETS**

# 1.1 LIST OF DRAWINGS

A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Cover Sheet pages of the separately bound drawing set titled Patrick Fiorilli Senior Center Renovations, dated January 8, 2025, as modified by subsequent Addenda and Contract modifications.

# END OF DOCUMENT 000115 - LIST OF DRAWING SHEETS

#### **DOCUMENT 002513 - PREBID MEETINGS**

# 1.1 PREBID MEETING

- A. Owner and Architect will conduct a non-mandatory Prebid meeting as indicated below:
  - 1. Meeting Date: Wednesday, February 19, 2025.
  - 2. Meeting Time: 10:00 a.m., local time.
  - 3. Location: Project Site at 103 South 6<sup>th</sup> Street, Vineland, NJ 08360.
- B. Attendance:
  - 1. Prime Bidders: Attendance at Prebid meeting is recommended.
  - 2. Subcontractors: Attendance at Prebid meeting is recommended.
- C. Bidder Questions: Submit written questions to be addressed at Prebid meeting minimum of two (2) business days prior to meeting.
- D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
  - 1. Procurement and Contracting Requirements:
    - a. Advertisement for Bids.
    - b. Instructions to Bidders.
    - c. Bonding.
    - d. Insurance.
    - e. Bid Security.
    - f. Bid Form and Attachments.
    - g. Bid Submittal Requirements.
    - h. Bid Submittal Checklist.
    - i. Notice of Award.
  - 2. Communication during Bidding Period:
    - a. Obtaining documents.
    - b. Access to Project Site.
    - c. Bidder's Requests for Information.
    - d. Bidder's Substitution Request/Prior Approval Request.
    - e. Addenda.
  - 3. Contracting Requirements:
    - a. Agreement.
    - b. The General Conditions.
    - c. The Supplementary Conditions.
    - d. Other Owner requirements.

PREBID MEETINGS 002513 - 1

# Patrick Fiorilli Senior Center Renovations January 8, 2025

- 4. Construction Documents:
  - a. Scopes of Work.
  - b. Temporary Facilities.
  - c. Use of Site.
  - d. Phasing of the Work
  - e. Work Restrictions.
  - f. Allowances.
  - g. Substitutions following award.
- 5. Separate Contracts:
  - a. Work by Owner.
  - b. Work of Other Contracts.
- 6. Schedule:
  - a. Project Schedule.
  - b. Contract Time.
  - c. Liquidated Damages.
  - d. Other Bidder Questions.
- 7. Site/facility visit or walkthrough.
- 8. Post-Meeting Addendum.
- E. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees and others known by the issuing office to have received a complete set of Procurement and Contracting Documents. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
  - 1. Sign-in Sheet: Minutes will include list of meeting attendees.

END OF DOCUMENT 002513 - PREBID MEETINGS

PREBID MEETINGS 002513 - 2

# SECTION 006000 - PROJECT FORMS

# 1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
  - 1. AIA Document A101-2017 "Standard Form of Agreement between Owner and Contractor Where the Basis of Payment is a Stipulated Sum."
    - a. The General Conditions for Project are AIA Document A201-2017 "General Conditions of the Contract for Construction."
  - 2. The General Conditions are included in the Project Manual.
  - 3. The Supplementary Conditions for Project are separately prepared and included in the Project Manual.
  - 4. Owner's document(s) bound following this Document.

#### 1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; <a href="https://www.aiacontractdocsaiacontracts.org">www.aiacontractdocsaiacontracts.org</a>; (800) 942-7732.
- C. Preconstruction Forms:
  - 1. Form of Performance Bond and Labor and Material Bond.
- D. Information and Modification Forms:
  - 1. Form for Requests for Information (RFIs): AIA Document G716-2004 "Request for Information (RFI)."
  - 2. Form of Request for Proposal: AIA Document G709-2018 "Proposal Request."
  - 3. Change Order Form: AIA Document G701-2017 "Change Order."
  - 4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G710-2017 "Architect's Supplemental Instructions."

# E. Payment Forms:

- 1. Schedule of Values Form: AIA Document G703-1992 "Continuation Sheet."
- 2. Payment Application: AIA Document G702-1992/703-1992 "Application and Certificate for Payment and Continuation Sheet."
- 3. Form of Contractor's Affidavit: AIA Document G706-1994 "Contractor's Affidavit of Payment of Debts and Claims."
- 4. Form of Affidavit of Release of Liens: AIA Document G706A-1994 "Contractor's Affidavit of Payment of Release of Liens."

PROJECT FORMS 006000 - 1

Patrick Fiorilli Senior Center Renovations January 8, 2025

5. Form of Consent of Surety: AIA Document G707-1994 "Consent of Surety to Final Payment."

# **END OF SECTION 006000 - PROJECT FORMS**

PROJECT FORMS 006000 - 2

# SECTION 00650 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

# 1. **GENERAL**

- A. The Owner and Contractor shall execute a contract on the 2017 edition of the AIA Document A101 "Standard Form of Agreement Between Owner and Contractor."
- B. A copy of the AIA Document A101 is included in this specification.
- C. The agreement between Owner and Contractor shall be part of the Contract Documents.

**END OF SECTION** 



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

**AGREEMENT** made as of the day of in the year 2025 (In words, indicate day, month and year.)

#### BETWEEN the Owner:

(Name, legal status, address and other information)

The City of Vineland Vineland City Hall 640 East Wood Street Vineland, NJ 08360

and the Contractor:

(Name, legal status, address and other information)

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

Patrick Fiorilli Senior Center Renovations 103 South 6th Street Vineland, NJ 08360 Block: 4007, Lot: 1 Exterior and Interior Renovations

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

OSK Design Partners, PA 475 White Horse Pike Vineland, NJ 08360

The Owner and Contractor agree as follows.

#### ADDITIONS AND DELETIONS:

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

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

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

**User Notes:** 

(3B9ADA3C)

# **TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

# EXHIBIT A INSURANCE AND BONDS

# ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

# ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

]	The	date	of	this	Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

Established	as follows	:

(Insert a date or a means to determine the date of commencement of the Work.)

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

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

# § 3.3 Substantial Completion

**User Notes:** 

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

Init.

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2

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

[X] Not later than Three Hundred (300) calendar days from the date of commencement of the Work.

By the following date:

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

**Portion of Work** 

**Substantial Completion Date** 

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

#### ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

**Price** 

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

Item

Price

**Conditions for Acceptance** 

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

Item

Price

001: Exterior Renovations Contingency

\$20,000.00

Allowance

\$75,000.00

002: Interior Renovations Contingency

Allowance

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

The Contractor shall pay the Owner as liquidated damages, not as a penalty, the following amount for each consecutive calendar day after the substantial completion date that is required to complete all work according to the contract and that is required to obtain the Owner's acceptance of the Work. Owner's acceptance of the Work is dependent upon whether the Work can be used for its intended function or purpose and a certificate of occupancy has been issued by the municipality for the Work.

Init.

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**User Notes:** 

One to Fifteen Days: \$500.00 Per Calendar Day Sixteen to Thirty Days: \$1,000.00 Per Calendar Day Greater Than Thirty Days: \$2,000.00 Per Calendar Day

# § 4.6 Other:

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

#### ARTICLE 5 PAYMENTS

# § 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fourth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twentieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 In accordance with AIA Document A201<sup>TM</sup>—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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- For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

2.00 %

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage shall not be reduced or modified prior to the substantial completion of the Work.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
  - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
  - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The Architect will submit the Final Certificate for Payment only if the Contractor has completed all "punch list" items; submitted close-out documents and adheres to the close-out procedures of section 017700 of the Project Manual; the Owner has received a final occupancy permit from all governmental authorities having jurisdiction over the Project; and the Contractor has submitted a release of all mechanic lien claims of all sub-contractors, suppliers and the Contractor.

# § 5.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located

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

Prime Rate Plus 1.0 % Annually

# ARTICLE 6 DISPUTE RESOLUTION

# § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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

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

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

# ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

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

# § 8.2 The Owner's representative:

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

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Mr. Robert E. Dickenson, Jr. Business Administrator The City of Vineland Vineland City Hall 640 East Wood Street Vineland, NJ 08360

§ 8.3 The Contractor's representative:

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

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

#### § 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: (If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

# § 8.7 Other provisions:

Terms used in this Agreement which are defined in the General Conditions shall have the same meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that are due may not be assigned without such consent, unless specifically assigned from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

In the event that there is any discrepancy between the Contractor's bid proposal and the other Contract Documents, the other Contract Documents shall prevail.

# **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101<sup>TM</sup>\_2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101<sup>TM</sup>–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201<sup>TM</sup>—2017, General Conditions of the Contract for Construction

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.4	Building information modeling exhi (Insert the date of the building info		ornorated into this A	areement)
	(	8		
.5	Drawings			
	Number Refer to Section 000115	<b>Title</b> List of Drawing Sheets	Date January 8, 2025	
.6	Specifications			
	Section	Title	Date	Pages
	Refer to the Table of Contents		January 8, 2025	2
.7	Addenda, if any:			
	Number	Date	Pages	
	Portions of Addenda relating to bic Documents unless the bidding or p			
.8	Other Exhibits: (Check all boxes that apply and increquired.)	clude appropriate information	identifying the exhi	bit where
	Document E204 <sup>TM</sup> —2017, Sustainable date of the E204-2017 incorporated into		icated below:	
	[ ] The Sustainability Plan:			
	Title	Date	Pages	
[X] Sup	plementary and other Conditions of the	e Contract:		
			Dete	Deece
	Document 000800	<b>Title</b> Supplementary Conditions	Date January 8, 2025	<b>Pages</b> 3
.9	Other documents, if any, listed below (List here any additional document. Document A201 <sup>TM</sup> _2017 provides to sample forms, the Contractor's bid requirements, and other information proposals, are not part of the Contractor documents should be listed here on.	s that are intended to form pa hat the advertisement or invit or proposal, portions of Adde n furnished by the Owner in a ract Documents unless enume	ation to bid, Instruc enda relating to bidd nticipation of receiv rated in this Agreem	tions to Bidders, ding or proposal ving bids or nent. Any such

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

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OWNER (Signature)	CONTRACTOR (Signature)	
(Printed name and title)	(Printed name and title)	

1

1.	GENERAL

A. The AIA Document A201, 2017 Edition, "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" is included in this specification and shall become a part of the contract.

**END OF SECTION** 



# General Conditions of the Contract for Construction

# for the following PROJECT:

(Name and location or address)
Patrick Fiorilli Senior Center Renovations
103 South 6th Street
Vineland, NJ 08360
Block: 4007, Lot: 1

# THE OWNER:

(Name, legal status and address)
City of Vineland
Vineland City Hall
640 East Wood Street
Vineland, NJ 08360

# THE ARCHITECT:

(Name, legal status and address) OSK Design Partners, PA 475 White Horse Pike Collingswood, NJ 08107

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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### **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.

# 15 CLAIMS AND DISPUTES

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**Time Limits** 

#### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

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

#### § 1.1.2 THE CONTRACT

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

# § 1.1.3 THE WORK

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

# § 1.1.4 THE PROJECT

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

# § 1.1.5 THE DRAWINGS

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

# § 1.1.6 THE SPECIFICATIONS

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

# § 1.1.7 INSTRUMENTS OF SERVICE

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

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

#### § 1.2 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.

- § 1.2.2 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

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

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

# ARTICLE 2 OWNER

# § 2.1 GENERAL

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

# § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

- § 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

# § 2.3 OWNER'S RIGHT TO STOP THE WORK

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

# § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

# ARTICLE 3 CONTRACTOR § 3.1 GENERAL

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

the Contractor or the Contractor's authorized representative.

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

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

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# § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

# § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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

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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 authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

# § 3.5 WARRANTY

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

# § 3.6 TAXES

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

# § 3.7 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 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.
- § 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

# § 3.8 ALLOWANCES

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

# § 3.8.2 Unless otherwise provided in the Contract Documents,

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

# § 3.9 SUPERINTENDENT

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. 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 SCHEDULES

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- § 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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.

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# § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

# § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

#### § 3.13 USE OF SITE

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

#### § 3.14 CUTTING AND PATCHING

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

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

# § 3.15 CLEANING UP

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

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

#### § 3.16 ACCESS TO WORK

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

## § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

## § 3.18 INDEMNIFICATION

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

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

# ARTICLE 4 ARCHITECT

## § 4.1 GENERAL

- § 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.
- § 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

#### § 4.2 ADMINISTRATION OF THE CONTRACT

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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

# ARTICLE 5 SUBCONTRACTORS

#### § 5.1 DEFINITIONS

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

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

- § 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

#### § 5.3 SUBCONTRACTUAL RELATIONS

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

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

# § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

# ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

# § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- § 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

#### § 6.2 MUTUAL RESPONSIBILITY

- § 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.
- § 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

#### § 6.3 OWNER'S RIGHT TO CLEAN UP

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

#### ARTICLE 7 CHANGES IN THE WORK

# § 7.1 GENERAL

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

#### § 7.2 CHANGE ORDERS

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:
  - .1 The change in the Work;
  - .2 The amount of the adjustment, if any, in the Contract Sum; and
  - .3 The extent of the adjustment, if any, in the Contract Time.

#### § 7.3 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

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- .4 As provided in Section 7.3.7.
- § 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.
- § 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:
  - 1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
  - .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
  - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:
  - .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
  - .5 Additional costs of supervision and field office personnel directly attributable to the change.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

# § 7.4 MINOR CHANGES IN THE WORK

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

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#### 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 DELAYS AND EXTENSIONS OF TIME

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

# ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 CONTRACT SUM

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

#### § 9.2 SCHEDULE OF VALUES

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

#### § 9.3 APPLICATIONS FOR PAYMENT

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

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- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

# § 9.4 CERTIFICATES FOR PAYMENT

- § 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous onsite inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

# § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### § 9.6 PROGRESS PAYMENTS

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.
- § 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

# § 9.7 FAILURE OF PAYMENT

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

appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 PARTIAL OCCUPANCY OR USE

- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect

will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
  - .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
  - .2 failure of the Work to comply with the requirements of the Contract Documents; or
  - .3 terms of special warranties required by the Contract Documents.

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

# ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

#### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Subsubcontractors; 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.

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- § 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- § 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

# § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

## § 10.3 HAZARDOUS MATERIALS

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.
- § 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

#### § 10.4 EMERGENCIES

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

#### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

# § 11.2 OWNER'S LIABILITY INSURANCE

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

#### § 11.3 PROPERTY INSURANCE

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

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

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

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

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

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

# § 11.3.2 BOILER AND MACHINERY INSURANCE

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

#### § 11.3.3 LOSS OF USE INSURANCE

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

- § 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.
- § 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.
- § 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

# § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, subsubcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- § 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
- § 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

§ 11.4.2 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.

# ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

## § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

# **ARTICLE 13 MISCELLANEOUS PROVISIONS** § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

#### § 13.2 SUCCESSORS AND ASSIGNS

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

#### § 13.3 WRITTEN NOTICE

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

#### § 13.4 RIGHTS AND REMEDIES

- § 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- § 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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#### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

# § 13.6 INTEREST

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

#### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

# ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT § 14.1 TERMINATION BY THE CONTRACTOR

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

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

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- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

- § 14.2.1 The Owner may terminate the Contract if the Contractor
  - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
  - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - 1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
  - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
  - .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
  - .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall
  - .1 cease operations as directed by the Owner in the notice;
  - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
  - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

# **ARTICLE 15 CLAIMS AND DISPUTES**

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

## § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

# § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

## § 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

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#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

#### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

# § 15.4 ARBITRATION

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

# I. GENERAL

**A.** <u>SUPPLEMENTS:</u> The following supplements modify, change, delete, or add to the "General Conditions of the Contract for Construction" Section 00700 (AIA Document A201-2017 Edition). Where any part of the General Conditions is not modified or voided by these articles, the unaltered provisions of the part shall remain in effect.

#### 1. DELETIONS

ARTICLE 1, PARAGRAPH 1.1.1: Delete the words "unless specifically enumerated in the agreement" and "do not" from the last sentence in this paragraph. The last sentence shall be: "The contract documents 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."

## 2. ADD NEW PARAGRAPH

#### ARTICLE 1, PARAGRAPH 1.1.9: DEFINITIONS:

- a. Whenever the word "provide" appears in the Contract Documents, it shall be understood to mean that the Contractor shall furnish and install completely.
- b. The term "furnish," when used separately in the Contract Documents, shall mean to "obtain and deliver, on the job site."

#### 3. <u>ADD NEW PARAGRAPH</u>

# ARTICLE 1, PARAGRAPH 1.4.1: INTERPRETATIONS:

- Should the Specifications and/or Drawings and/or Standards referred to in the Specifications disagree in themselves or with each other, the better quality or quantity of work shall be provided.
- b. Large scale details shall govern small scale drawings.
- c. Where the work is indicated in detail on only a portion of a drawing, this work shall apply to other like portions of the building.
- d. Should any incidental work be necessary for the proper execution of the Specifications or Drawings, the Contractor shall perform all such work as if fully specified or indicated.
- e. The Architect shall be advised in writing of any discrepancies, errors, conflicts, and omissions in the Specifications and Drawings. The Architect will promptly resolve the matter. Any work undertaken after the discrepancy has been discovered and prior to clarification by the Architect will be done at the Contractor's risk.
- f. All requests for interpretations, instructions, decisions, and the like from the Contractor(s) must be submitted to the Architect in writing. Subcontractors must make all requests through the Contractor. Upon written request, the Architect will evaluate the request and return his answer in written form to the contractor(s). Verbal or oral communications from the Architect will not be binding.
- g. The Architect shall decide as to the meaning or intention of any portion of the Specifications and Drawings. His decision shall be final.

h. Throughout the Specifications and Drawings references are made to nominal, not actual, sizes of commercial materials. In all such cases, Contractor shall supply material in their commercial sizes in accordance with recognized and accepted standards as intended. Only if accurately dimensioned, or if particularly specified, will sizes other than the usual commercial sizes be required.

#### 4. MODIFY SUB-PARAGRAPH

#### ARTICLE 2, PARAGRAPH 2.3.6:

a. Add second sentence "In addition, the Owner will furnish the Contractor, without charge, three (3) printed copies of the drawings and one copy of the specifications. Additional printed drawings or specifications required by the Contractor will be furnished at cost to the Contractor."

#### 5. ADD NEW SUB-PARAGRAPH

#### ARTICLE 3, PARAGRAPH 3.4.4:

a. The Contractor will be held to be thoroughly familiar with all affecting labor in the neighborhood of the project, including, but not limited to, unions, incentive pay, procurement, living and commuting conditions. He shall hereby assume responsibility for all costs resulting from his failure to verify all conditions affecting his labor.

#### 6. DELETIONS AND SUBSTITUTIONS

ARTICLE 3, PARAGRAPH 3.12.8: Delete the word "approval" from the first sentence and insert the word "Review" after "Architect's." Delete the words "approval to" from item (1) and insert the words "permission for." after "written." Delete the word "approval" from the last sentence and insert the word "review" after "Architect's."

#### 7. DELETION AND SUBSTITUTION

<u>ARTICLE 3, PARAGRAPH 3.12.7:</u> Delete the words "approved by the Architect" in the first sentence and insert the words "reviewed by the Architect."

## 8. ADD NEW PARAGRAPH

<u>ARTICLE 3, PARAGRAPH 3.12.11:</u> Refer to Section 013300, "Submittal Procedures," of the Specifications for additional provisions.

# 9. <u>ADD NEW PARAGRAPH</u>

ARTICLE 3, PARAGRAPH 3.14.3: Each Contractor shall coordinate his work the other Contractors and shall layout his work in advance of related construction in order to avoid cutting and patching. If a Contractor fails to follow this required procedure, he shall be responsible to provide all necessary cutting and patching. All cutting and patching shall be neatly done by mechanics skilled in their trade and to the satisfaction of the Architect.

# 10. <u>ADD NEW PARAGRAPH</u>

ARTICLE 3, PARAGRAPH 3.15.3: The Contractor shall, during the daily progress of the Work and at the end of each work-day, remove all of his waste materials, rubbish and debris from the area of the Work and the site. An area will be assigned, should the contractor elect to place his own dumpster at the site. Dumpsters shall be secured as required to deter unauthorized use.

# 11. <u>ADD NEW PARAGRAPH:</u>

#### ARTICLE 7; CHANGES IN THE WORK

# 7.2 CHANGE ORDERS

ADD the following paragraph 7.2.2 to 7.2:

a. In order to facilitate checking of quotations for extra or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$2,500 be approved without such itemization.

# 12. MODIFY PARAGRAPH:

#### ARTICLE 9: PAYMENTS AND COMPLETION

# 9.3 Application for Payment

Add the following sentence to the end of Paragraph 9.3.2:

a. A maximum of 50% of the total "line item" amount in the Schedule of Values for materials and products delivered and stored at the project site, or off-site facility, and not installed may be included in an Application for Payment.

# 13. MODIFY PARAGRAPH:

#### ARTICLE 11, INSURANCE AND BONDS, PARAGRAPH 11.1.1:

a. Insert the words "and the City's Engineer" after the words "Architect's consultants" and before "shall" in the third sentence. The sentence shall read as "The Owner, Architect, Architect's Consultants and the City Engineer shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents."

#### 14. MODIFY PARAGRAPH:

#### ARTICLE 12, UNCOVERING AND CORRECTION OF WORK, PARAGRAPH 12.2.2:

a. The period shall be changed from one year to two years after the date of Substantial Completion of the Work for paragraphs 12.2.2.1, 12.2.2.2 and 12.2.2.3.

#### **END OF SECTION**

#### **SECTION 011000 - SUMMARY**

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Phased construction.
- 4. Work under Owner's separate contracts.
- 5. Owner-furnished/Contractor-installed (OFCI) products.
- 6. Contractor's use of site and premises.
- 7. Coordination with occupants.
- 8. Work restrictions.
- 9. Specification and Drawing conventions.

# B. Related Requirements:

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

#### 1.2 PROJECT INFORMATION

- A. Project Identification: Patrick Fiorilli Senior Center Renovations.
  - 1. Project Location: 103 South 6<sup>th</sup> Street, City of Vineland, Cumberland County, New Jersey 08360. Block: 4007: Lot: 1.
- B. Owner: City of Vineland, City Council, Vineland City Hall, 640 East Wood Street, Vineland, NJ 08360.
  - 1. Owner's Representative: Mr. Robert E. Dickenson, Jr.; Business Administrator.
- C. Architect: OSK Design Partners, PA, Architects and Land Planners, 475 White Horse Pike, Collingswood, NJ 08107. Phone: (856) 854-0580.
  - 1. Architect's Representative: Mr. Gerald S. Blackman, Jr. (Jerry). Email: <a href="mailto:jblackman@oskdp.com">jblackman@oskdp.com</a>.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. Exterior repairs and renovations of an existing masonry building; interior renovations of the existing building; replacement of existing, exterior windows and doors for the existing

building; construction of a building addition to enclose an existing, exterior stair; miscellaneous sitework. The existing building is the Patrick Fiorilli Senior Center and is currently occupied and utilized.

- 2. The existing building is single-story with a full basement. The existing building's overall height is approximately 30.25-feet, excluding the cupola and chimney, from grade. The building's total floor area is approximately 5,934 square-feet (all floors). The existing building does not have mezzanines or occupied attic areas. The building's occupancy classification is "A-3" (assembly). The construction type is "3B," non-combustible, unprotected. The building consists of lobbies, reception areas, vestibules, offices, recreation areas, multi-purpose room, storage rooms, kitchenette, toilet rooms, janitor's closets, electrical/mechanical rooms, corridors, stairs, elevator and elevator equipment room.
- 3. The work consists of, but is not limited to, selective demolition, cast-in-place concrete, stone masonry repairs, brick masonry repairs, repointing, metal fabrications, rough carpentry, interior finish carpentry, sheathing, plastic laminate faced architectural cabinets, wood trim, insulation, weather barriers, membrane roofing, sheet metal flashing and trim, scuppers and downspouts, joint sealants, hollow metal door frames, wood doors, access doors and frames, aluminum framed entrances and storefronts, aluminum windows, door hardware, glazing, gypsum wallboard (GWB), tiling, acoustic panel ceilings, resilient base and accessories, resilient tile flooring, tile carpeting, painting, toilet room accessories, wall protection, fire extinguishers, plumbing, electric distribution and wiring, lighting fixtures, communications, fire alarms, earth moving, storm utility drainage piping, asphalt paving sealing, striping, termite protection, top soiling, turf and grasses.

# B. Type of Contract:

1. Project will be constructed under single prime contracts.

## 1.4 PHASED CONSTRUCTION

- A. The Work shall be conducted in phases, with each phase substantially complete as indicated. The phases will occur simultaneously and may have the same commencement of construction date.
  - 1. Phase 1: Exterior repairs and renovations as depicted on Exterior Renovation Drawings CS-1 thru. A2-4.
    - a. Commencement of Construction:
      - 1) Notice to Proceed: Work of this phase shall commence within twenty (20) days after the Notice to Proceed.
    - b. Substantial Completion:
      - 1) Within one-hundred (100) days after the Notice to Proceed.
  - 2. Phase 2: Interior renovations, replacement of exterior windows and doors, construction of the building addition for the exterior stairs and related sitework as depicted on Interior Renovation Drawings CS-1 thru A6-1.

- a. Substantial Completion:
  - 1) Within two-hundred (200) days after the Notice to Proceed of Phase 2.
- B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

#### 1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
  - 1. Communications: A separate contract will be awarded for telephone and computer network equipment and systems. The contractor shall provide items to facilitate installation of those systems as described in the electrical drawings and specifications. Coordinate with the Owner's subcontractor to assure the provision of materials, installation methods and locations that are acceptable to the Owner's subcontractor.
  - 2. Surveillance and Access Controls: A separate contract will be awarded for door access controls and security cameras. The contractor shall provide items to facilitate installation of those systems as described in the electrical drawings and specifications. Coordinate with the Owner's subcontractor to assure the provision of materials, installation methods and locations that are acceptable to the Owner's subcontractor
  - 3. Intrusion alarm: A separate contract will be awarded for installation of an intrusion alarm system for the building. The contractor shall provide items to facilitate installation of those systems as described in the electrical drawings and specifications. Coordinate with the Owner's subcontractor to assure the provision of materials, installation methods and locations that are acceptable to the Owner's subcontractor.

# 1.6 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
  - 1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
  - 2. Provide for delivery of Owner-furnished products to Project site.
  - 3. Upon delivery, inspect, with Contractor present, delivered items.
    - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
  - 4. Obtain manufacturer's inspections, service, and warranties.
  - 5. Inform Contractor of earliest available delivery date for Owner-furnished products.

- B. Contractor's Responsibilities: The Work includes the following, as applicable:
  - 1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
  - 2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
  - 3. Receive, unload, handle, store, protect, and install Owner-furnished products.
  - 4. Make building services connections for Owner-furnished products.
  - 5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
  - 6. Repair or replace Owner-furnished products damaged following receipt.
- C. Owner-Furnished/Contractor-Installed (OFCI) Products:
  - 1. New furniture.
  - 2. Relocation of existing furniture within the existing building.

# 1.7 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited by Owner's continued use of the existing building during exterior renovations, phasing of the Work, Owner's right to perform work or to retain other contractors on portions of Project.
- B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways, and Entrances: Keep driveways, loading areas, parking areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

# 1.8 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial

Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

#### 1.9 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work on the premises to normal business working hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Architect and Owner not less than five (5) days in advance of proposed utility interruptions.
  - 2. Obtain Architect's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Architect and Owner not less than two (2) days in advance of proposed disruptive operations.
  - 2. Obtain Owner's and Architect's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.

# 1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.

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- 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.

#### 1.11 MISCELLANEOUS PROVISIONS

A. Overhead and Profit: The Contractor's maximum percentage for profits for the project shall be five percent (5.0%). The Contractor's maximum total percentage for overhead costs and profits for the project shall be fifteen percent (15.0%). The Contractor's maximum percentage for overhead costs and profits for their sub-contractors' work for the project shall be ten percent (10.0%). The Contractor's maximum percentage for overhead costs and profits for work performed with the Contractor's own forces for the project shall be ten percent (10.0%).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 011000 - SUMMARY** 

## **SECTION 012100 - ALLOWANCES**

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Contingency allowances.

# 1.2 ACTION SUBMITTALS

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

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

# 1.4 CONTINGENCY ALLOWANCES

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

ALLOWANCES 012100 - 1

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PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

# 3.1 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of \$20,000.00 for use according to Owner's written instructions for the exterior renovations work phase.
- B. Allowance No. 1: Contingency Allowance: Include a contingency allowance of \$75,000.00 for use according to Owner's written instructions for the interior renovations work phase.

# **END OF SECTION 012100 - ALLOWANCES**

ALLOWANCES 012100 - 2

#### **SECTION 012300 - ALTERNATES**

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

#### 1.2 DEFINITIONS

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

## 1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

# PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

## 3.1 SCHEDULE OF ALTERNATES

A. <u>Alternate No. 001</u>: Existing Stone Entablature, Flashing Installation, West Side.

ALTERNATES 012300 - 1

- 1. Base Bid: Remove existing sealants and mortar at existing stone entablature, coping and granite stone veneer above entablature; repoint granite stone veneer; install new sealants at stone entablature and coping; clean existing entablature, coping and granite stone masonry. Refer to Drawing 1/A2-1. Refer to Sections 040140.61 "Stone Repair" and 040140.62 "Stone Repointing."
- 2. Alternate: Remove portion of existing stone entablature, coping and existing granite stone veneer above entablature; remove existing sealants and mortar at existing stone entablature, coping and granite stone veneer above entablature; install new flexible flashing beneath stone entablature, coping and granite stone veneer; re-install existing stone entablature, coping and granite stone veneer above entablature, install new sealants at stone entablature and coping; install new mortar at existing granite stone veneer; clean existing entablature and granite stone masonry. Refer to Drawings 2/A1-1, 2/A2-1 and 3/A2-1. Refer to Sections 040140.61 "Stone Repair" and 040140.62 "Stone Repointing."
- B. Alternate No. 002: Existing Stone Masonry Retaining Wall Repairs.
  - 1. Base Bid: All existing stone masonry retaining walls will remain in their existing condition with no repairs proposed. The stone masonry retaining walls are located at the public sidewalks adjacent to East Elmer Street, South 6<sup>th</sup> Street and the existing on-site parking area. The extent of the existing stone masonry retaining walls are depicted on Drawing SP-1.
  - 2. Alternate: Refer to Drawing SP-1. Remove vegetation and clean all of the existing stone masonry walls. Remove existing mortar from stones within areas depicted on Drawing SP-1 for repairs or new stones. Temporarily remove existing stones at areas depicted on Drawing SP-1 and re-install existing stones with new mortar. Provide new stones and install new stones with new mortar at areas depicted on Drawing SP-1.

**END OF SECTION 012300 - ALTERNATES** 

ALTERNATES 012300 - 2

### **SECTION 012500 - SUBSTITUTION PROCEDURES**

### PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

### B. Related Requirements:

1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

### 1.2 DEFINITIONS

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

### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form acceptable to Architect.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
    - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- 1. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.4 QUALITY ASSURANCE

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

### 1.5 PROCEDURES

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

### 1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within twenty (20) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.

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j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500 - SUBSTITUTION PROCEDURES

#### SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

### 1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

## 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or twenty (20) days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

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- 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- 4. Include costs of labor and supervision directly attributable to the change.
- 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

### 1.4 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

#### **SECTION 012900 - PAYMENT PROCEDURES**

### PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

## 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Arrange schedule of values consistent with format of AIA Document G703.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent (5.0%) of the Contract Sum.
  - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not vet installed.
    - a. Differentiate between items stored on-site and items stored off-site.
  - 4. Allowances: Provide a separate line item in the schedule of values for each allowance.
  - 5. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
  - 6. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent (5.0%) of the Contract Sum and subcontract amount.
  - 7. Schedule of Values Revisions: Revise the schedule of values when Change Orders result in a change in the Contract Sum. Include at least one separate line item for each Change Order.

### 1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

- B. Payment Application Times: Submit Application for Payment to Architect by the 24<sup>th</sup> day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
  - 1. Submit draft copy of Application for Payment on/before the 24<sup>th</sup> day of the month for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders issued before last day of construction period covered by application.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work for construction period covered by the previous application.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Submittal schedule (preliminary if not final).

- 5. List of Contractor's staff assignments.
- 6. List of Contractor's principal consultants.
- 7. Copies of building permits.
- 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
- 9. Initial progress report.
- 10. Report of preconstruction conference.
- 11. Certificates of insurance and insurance policies.
- 12. Performance and payment bonds.
- 13. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706.
  - 5. AIA Document G706A.
  - 6. AIA Document G707.
  - 7. Evidence that claims have been settled.
  - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

### END OF SECTION 012900 - PAYMENT PROCEDURES

### SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs
  - 4. Digital project management procedures.
  - 5. Project meetings.

## B. Related Requirements:

1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

### 1.2 INFORMATIONAL SUBMITTALS

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

## 1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.

### 1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
  - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  - 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  - 3. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  - 4. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  - 5. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's

responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.

- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
  - 1. File Preparation Format:
    - a. Same digital data software program, version, and operating system as original Drawings.
  - 2. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format and PDF format.
  - 3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    - b. Digital Data Software Program: Drawings are available in AutoCAD 2024 DWG format.
    - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

## 1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Owner name.
  - 2. Owner's Project number.
  - 3. Name of Architect.
  - 4. Architect's Project number.
  - 5. Date.
  - 6. Name of Contractor.
  - 7. RFI number, numbered sequentially.
  - 8. RFI subject.
  - 9. Specification Section number and title and related paragraphs, as appropriate.
  - 10. Drawing number and detail references, as appropriate.
  - 11. Field dimensions and conditions, as appropriate.

- 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- 13. Contractor's signature.
- 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow ten (10) days for Architect's response for each RFI. RFIs received by Architect after 3:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within seven (7) days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were returned without action or withdrawn.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three (3) days if Contractor disagrees with response.

## 1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction.
  - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
  - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings or actual field conditions.
  - 3. Digital Drawing Software Program: Contract Drawings are available in AutoCAD 2024 DWG format.
  - 4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
    - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Architect. Architect's consultants will have separate agreements to be executed for utilization of consultants' digital data files.
  - 5. The following digital data files will be furnished for each appropriate discipline:
    - a. Floor plans and roof plan.
    - b. Foundation layout plan
    - c. Reflected ceiling plans.
    - d. Building sections.
    - e. Building elevations.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
  - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
  - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

## 1.7 PROJECT MEETINGS

- A. General: Schedule meetings and conferences at Project site unless otherwise indicated. The Architect will conduct meetings.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than twenty (20) days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

- 2. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Responsibilities and personnel assignments.
  - b. Tentative construction schedule.
  - c. Phasing.
  - d. Critical work sequencing and long lead items.
  - e. Designation of key personnel and their duties.
  - f. Lines of communications.
  - g. Procedures for processing field decisions and Change Orders.
  - h. Procedures for RFIs.
  - i. Procedures for testing and inspecting.
  - j. Procedures for processing Applications for Payment.
  - k. Distribution of the Contract Documents.
  - 1. Submittal procedures.
  - m. Preparation of Record Documents.
  - n. Use of the premises and existing building.
  - o. Work restrictions.
  - p. Working hours.
  - q. Owner's occupancy requirements.
  - r. Responsibility for temporary facilities and controls.
  - s. Procedures for moisture and mold control.
  - t. Procedures for disruptions and shutdowns.
  - u. Construction waste management and recycling.
  - v. Parking availability.
  - w. Office, work, and storage areas.
  - x. Equipment deliveries and priorities.
  - y. First aid.
  - z. Security.
  - aa. Progress cleaning.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.

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

- b. Review present and future needs of each entity present, including the following:
  - 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site use.
  - 8) Temporary facilities and controls.
  - 9) Progress cleaning.
  - 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of Proposal Requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### END OF SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

#### SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.
  - 4. Site condition reports.

### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
  - 1. Predecessor Activity: An activity that precedes another activity in the network.
  - 2. Successor Activity: An activity that follows another activity in the network.
- B. Event: The starting or ending point of an activity.
- C. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. PDF file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.

E. Site Condition Reports: Submit at time of discovery of differing conditions.

## 1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### 1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  - 1. Contract completion date to not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than thirty (30) days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
    - a. Windows.
    - b. Doors and frames.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
  - 4. Startup and Testing Time: Include no fewer than fifteen (15) days for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 6. Punch List and Final Completion: Include not more than forty (40) days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

- 1. Phasing: Arrange list of activities on schedule by phase.
- 2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date. Delivery dates indicated stipulate the earliest possible delivery date.
- 3. Work Restrictions: Show the effect of the following items on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use-of-premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
- 4. Other Constraints: Relocation of existing lab equipment.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion and the following interim milestones:
  - 1. Phase 1 work.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and the Contract Time.
- G. Contractor's Construction Schedule Updating: At bi-monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- H. Recovery Schedule: When periodic update indicates the Work is twenty (20) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- I. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

- 1. Post copies in Project meeting rooms and temporary field offices.
- 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

## 1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within forty-five (45) days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

### 1.7 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 7. Testing and inspection.
  - 8. Accidents.
  - 9. Meetings and significant decisions.
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Services connected and disconnected.
  - 16. Equipment or system tests and startups.
  - 17. Partial completions and occupancies.
  - 18. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# END OF SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Concealed Work photographs.
  - 3. Periodic construction photographs.
  - 4. Final Completion construction photographs.

# B. Related Requirements:

1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

### 1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and/or building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three (3) days of taking photographs.
  - 1. Submit photos on thumb-drive. Include copy of key plan indicating each photograph's location and direction.
  - 2. Identification: Provide the following information with each image description:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of location, vantage point, and direction.
    - g. Unique sequential identifier keyed to accompanying key plan.

### 1.3 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time from camera.
- D. File Names: Name media files with date Project area and sequential numbering suffix.

#### 1.4 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take twenty (20) photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take twenty (20) photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
  - 1. Underground utilities.
  - 2. Underslab services.
  - 3. Piping.
  - 4. Electrical conduit.
  - 5. Waterproofing and weather-resistant barriers.
- E. Periodic Construction Photographs: Take twenty (20) photographs monthly coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

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F. Final Completion Construction Photographs: Take forty (40) photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

### **SECTION 013300 - SUBMITTAL PROCEDURES**

### PART 1 - GENERAL

### 1.1 SUMMARY

### A. Section Includes:

1. Administrative and procedural requirements for submittals.

### 1.2 DEFINITIONS

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

### 1.3 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Architect.
  - 4. Name of Contractor.
  - 5. Name of firm or entity that prepared submittal.
  - 6. Names of subcontractor, manufacturer, and supplier.
  - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
  - 8. Category and type of submittal.
  - 9. Submittal purpose and description.
  - 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  - 11. Drawing number and detail references, as appropriate.
  - 12. Indication of full or partial submittal.
  - 13. Location(s) where product is to be installed, as appropriate.
  - 14. Other necessary identification.
  - 15. Remarks.
  - 16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

## 1.4 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow sixteen (16) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Resubmittal Review: Allow ten (10) days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## 1.5 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. <u>Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.</u>
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings organized and arranged for sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.

- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
- 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
  - a. Project name and submittal number.
  - b. Generic description of Sample.
  - c. Product name and name of manufacturer.
  - d. Sample source.
  - e. Number and title of applicable Specification Section.
  - f. Specification paragraph number and generic name of each item.
- 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
- 4. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
- 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- 7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three (3) sets of Samples. Architect will retain one (1) Sample set; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

### G. Certificates:

- 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
- 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

## H. Test and Research Reports:

- 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
- 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

- 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

## 1.6 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

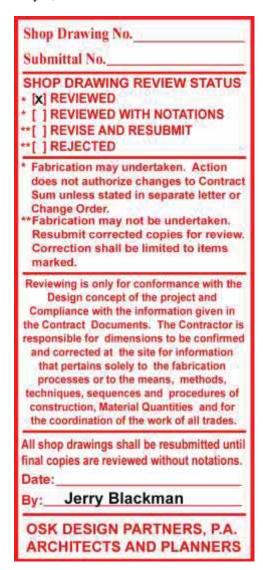
### 1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents and coordinated with the Work of all trades.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval. Additionally, Architect may not review submittals that do not clearly evidence the Contractor's review of the submittals with field conditions and the Work of all trades.

### 1.8 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
  - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action, as follows:
    - a. Reviewed, reviewed with notations, revise and resubmit or rejected. Fabrication may begin if the Architect indicates a submittal is "reviewed" or "reviewed with notations." Fabrication may not begin if the Architect indicates a submittal shall be "revised and resubmitted" or if the submittal is "rejected."
    - b. Drawings stamped "REVISE AND RESUBMIT" or "REJECTED" shall be resubmitted within ten (10) days of receipt by the Contractor. Identify all changes made since previous submittals.
    - c. A reproduction of the Architect's stamp follows this section.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.
- G. Reproduction of the Architect's stamp:



PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300 - SUBMITTAL PROCEDURES

## **SECTION 014000 - QUALITY REQUIREMENTS**

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

### 1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
  - 1. Mockups are used for one or more of the following:
    - a. Verify selections made under Sample submittals.
    - b. Demonstrate aesthetic effects.
    - c. Demonstrate the qualities of products and workmanship.
    - d. Demonstrate successful installation of interfaces between components and systems.
    - e. Perform preconstruction testing to determine system performance.

- 2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
- 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

## 1.3 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services. The design professional shall be licensed in the State of New Jersey and the license shall be active.

# 1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

### 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

- 1. Statement on condition of substrates and their acceptability for installation of product.
- 2. Statement that products at Project site comply with requirements.
- 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
- 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Statement that equipment complies with requirements.
  - 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 3. Other required items indicated in individual Specification Sections.

### 1.7 OUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
  - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in

- accordance with ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor Responsibilities:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. When testing is complete, remove test specimens and test assemblies; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location indicated or, if not indicated, as directed by Architect.
  - 2. Notify Owner and Architect seven (7) days in advance of dates and times when mockups will be constructed.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 5. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
    - a. Allow seven (7) days for initial review and each re-review of each mockup.
  - 6. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
  - 7. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

- 8. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
- 9. Demolish and remove mockups when directed unless otherwise indicated.

### 1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  - 1. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspection will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

- 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
- 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

### 1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency and/or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Section, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.

- 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
- 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 6. Retesting and reinspecting corrected Work.

### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

#### 3.1 TEST AND INSPECTION LOG

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

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

# **END OF SECTION 014000 - QUALITY REQUIREMENTS**

#### **SECTION 014200 - REFERENCES**

#### PART 1 - GENERAL

#### 1.1 DEFINITIONS

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

### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
  - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations, List: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. AABC Associated Air Balance Council; <u>www.aabc.com</u>.
  - 2. AAMA American Architectural Manufacturers Association; (see FGIA).
  - 3. AAPFCO Association of American Plant Food Control Officials; www.aapfco.org.
  - 4. AASHTO American Association of State Highway and Transportation Officials; www.transportation.org.
  - 5. AATCC American Association of Textile Chemists and Colorists; www.aatcc.org.
  - 6. ABMA American Bearing Manufacturers Association; www.americanbearings.org.
  - 7. ABMA American Boiler Manufacturers Association; www.abma.com.
  - 8. ACI American Concrete Institute; <u>www.concrete.org</u>.
  - 9. ACP American Clean Power; (Formerly: American Wind Energy Association); www.cleanpower.org.
  - 10. ACPA American Concrete Pipe Association; www.concretepipe.org.
  - 11. AEIC Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
  - 12. AF&PA American Forest & Paper Association; www.afandpa.org.
  - 13. AGA American Gas Association; www.aga.org.
  - 14. AHAM Association of Home Appliance Manufacturers; www.aham.org.
  - 15. AHRI Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
  - 16. AI Asphalt Institute; <u>www.asphaltinstitute.org</u>.
  - 17. AIA American Institute of Architects (The); www.aia.org.
  - 18. AISC American Institute of Steel Construction; www.aisc.org.
  - 19. AISI American Iron and Steel Institute; www.steel.org.
  - 20. AITC American Institute of Timber Construction; (see PLIB).
  - 21. AMCA Air Movement and Control Association International, Inc.; www.amca.org.
  - 22. AMPP Association for Materials Protection and Performance; www.ampp.org.
  - 23. ANSI American National Standards Institute; www.ansi.org.
  - 24. AOSA/SCST Association of Official Seed Analysts (The)/Society of Commercial Seed Technologists (The); www.analyzeseeds.com.
  - 25. APA APA The Engineered Wood Association; www.apawood.org.
  - 26. APA Architectural Precast Association; www.archprecast.org.
  - 27. API American Petroleum Institute; www.api.org.

- 28. ARMA Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
- 29. ASA Acoustical Society of America; www.acousticalsociety.org.
- 30. ASCE American Society of Civil Engineers; www.asce.org.
- 31. ASCE/SEI American Society of Civil Engineers/Structural Engineering Institute; (see ASCE).
- 32. ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
- 33. ASME ASME International; American Society of Mechanical Engineers (The); <a href="https://www.asme.org">www.asme.org</a>.
- 34. ASSE ASSE International; (American Society of Sanitary Engineering); <u>www.asse-plumbing.org.</u>
- 35. ASSP American Society of Safety Professionals; <u>www.assp.org</u>.
- 36. ASTM ASTM International; www.astm.org.
- 37. ATIS Alliance for Telecommunications Industry Solutions; www.atis.org.
- 38. AVIXA Audiovisual and Integrated Experience Association; www.avixa.org.
- 39. AWI Architectural Woodwork Institute; www.awinet.org.
- 40. AWMAC Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
- 41. AWPA American Wood Protection Association; <u>www.awpa.com</u>.
- 42. AWS American Welding Society; www.aws.org.
- 43. AWWA American Water Works Association; www.awwa.org.
- 44. BHMA Builders Hardware Manufacturers Association; <u>www.buildershardware.com</u>.
- 45. BIA Brick Industry Association (The); <u>www.gobrick.com</u>.
- 46. BICSI BICSI, Inc.; www.bicsi.org.
- 47. BIFMA Business and Institutional Furniture Manufacturer's Association; www.bifma.org.
- 48. BISSC Baking Industry Sanitation Standards Committee; <u>www.bissc.org</u>.
- 49. BWF Badminton World Federation; www.bwfbadminton.com.
- 50. CARB California Air Resources Board; www.arb.ca.gov.
- 51. CDA Copper Development Association Inc.; www.copper.org.
- 52. CE Conformite Europeanne (European Commission); <u>www.ec.europa.eu/growth/single-market/ce-marking.</u>
- 53. CEA Canadian Electricity Association; www.electricity.ca.
- 54. CFFA Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
- 55. CFSEI Cold-Formed Steel Engineers Institute; www.cfsei.org.
- 56. CGA Compressed Gas Association; <u>www.cganet.com</u>.
- 57. CIMA Cellulose Insulation Manufacturers Association; www.cellulose.org.
- 58. CISCA Ceilings & Interior Systems Construction Association; www.cisca.org.
- 59. CISPI Cast Iron Soil Pipe Institute; www.cispi.org.
- 60. CLFMI Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
- 61. CPA Composite Panel Association; www.compositepanel.org.
- 62. CRI Carpet and Rug Institute (The); www.carpet-rug.org.
- 63. CRRC Cool Roof Rating Council; www.coolroofs.org.
- 64. CRSI Concrete Reinforcing Steel Institute; <u>www.crsi.org</u>.
- 65. CSA CSA Group; www.csagroup.org.
- 66. CSI Cast Stone Institute; <u>www.caststone.org</u>.
- 67. CSI Construction Specifications Institute (The); www.csiresources.org.
- 68. CSSB Cedar Shake & Shingle Bureau; www.cedarbureau.org.
- 69. CTA Consumer Technology Association; <u>www.cta.tech.</u>
- 70. CTI Cooling Technology Institute; <a href="www.coolingtechnology.org">www.coolingtechnology.org</a>.
- 71. DASMA Door and Access Systems Manufacturers Association; www.dasma.com.

- 72. DHA Decorative Hardwoods Association; www.decorativehardwoods.org.
- 73. DHI Door and Hardware Institute; www.dhi.org.
- 74. ECIA Electronic Components Industry Association; www.ecianow.org.
- 75. EIMA EIFS Industry Members Association; <u>www.eima.com</u>.
- 76. EJMA Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
- 77. EOS/ESD EOS/ESD Association, Inc.; Electrostatic Discharge Association; www.esda.org.
- 78. ESTA Entertainment Services and Technology Association; www.esta.org.
- 79. EVO Efficiency Valuation Organization; <u>www.evo-world.org</u>.
- 80. FCI Fluid Controls Institute; www.fluidcontrolsinstitute.org.
- 81. FGIA Fenestration and Glazing Industry Alliance; <a href="https://fgiaonline.org">https://fgiaonline.org</a>.
- 82. FIBA Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
- 83. FIVB Federation Internationale de Volleyball; (The International Volleyball Federation); <a href="https://www.fivb.org">www.fivb.org</a>.
- 84. FM Approvals FM Approvals LLC; www.fmapprovals.com.
- 85. FM Global FM Global; www.fmglobal.com.
- 86. FRSA Florida Roofing and Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
- 87. FSA Fluid Sealing Association; www.fluidsealing.com.
- 88. FSC Forest Stewardship Council U.S.; <u>www.fscus.org</u>.
- 89. GA Gypsum Association; www.gypsum.org.
- 90. GS Green Seal; www.greenseal.org.
- 91. HI Hydraulic Institute; www.pumps.org.
- 92. HMMA Hollow Metal Manufacturers Association; (see NAAMM).
- 93. IAPSC International Association of Professional Security Consultants; www.iapsc.org.
- 94. IAS International Accreditation Service; www.iasonline.org.
- 95. ICC International Code Council; www.iccsafe.org.
- 96. ICEA Insulated Cable Engineers Association, Inc.; www.icea.net.
- 97. ICPA International Cast Polymer Association (The); www.theicpa.com.
- 98. ICRI International Concrete Repair Institute, Inc.; www.icri.org.
- 99. IEC International Electrotechnical Commission; www.iec.ch.
- 100. IEEE SA IEEE Standards Association; https://standards.ieee.org.
- 101. IES Illuminating Engineering Society; www.ies.org.
- 102. IEST Institute of Environmental Sciences and Technology; www.iest.org.
- 103. IGMA Insulating Glass Manufacturers Alliance; (see FGIA).
- 104. IGSHPA International Ground Source Heat Pump Association; www.igshpa.org.
- 105. ILI Indiana Limestone Institute of America, Inc.; www.iliai.com.
- 106. Intertek Intertek Group; www.intertek.com.
- 107. ISA International Society of Automation (The); www.isa.org.
- 108. ISFA International Surface Fabricators Association; www.isfanow.org.
- 109. ISO International Organization for Standardization; www.iso.org.
- 110. ITU International Telecommunication Union; www.itu.int.
- 111. KCMA Kitchen Cabinet Manufacturers Association; www.kcma.org.
- 112. LPI Lightning Protection Institute; www.lightning.org.
- 113. MBMA Metal Building Manufacturers Association; www.mbma.com.
- 114. MCA Metal Construction Association; www.metalconstruction.org.
- 115. MFMA Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
- 116. MFMA Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
- 117. MHI Material Handling Industry; www.mhi.org.
- 118. MMPA Moulding & Millwork Producers Association; www.wmmpa.com.

- 119. MPI Master Painters Institute; www.paintinfo.com.
- 120. MSS Manufacturers Standardization Society of The Valve and Fittings Industry, Inc.; <a href="https://www.msshq.org">www.msshq.org</a>.
- 121. NAAMM National Association of Architectural Metal Manufacturers; www.naamm.org.
- 122. NACE NACE International; (National Association of Corrosion Engineers International); (see AMPP).
- 123. NADCA National Air Duct Cleaners Association; www.nadca.com.
- 124. NAIMA North American Insulation Manufacturers Association; www.insulationinstitute.org.
- 125. NALP National Association of Landscape Professionals; www.landscapeprofessionals.org.
- 126. NBGQA National Building Granite Quarries Association, Inc.; www.nbgqa.com.
- 127. NBI New Buildings Institute; www.newbuildings.org.
- 128. NCAA National Collegiate Athletic Association (The); www.ncaa.org.
- 129. NCMA National Concrete Masonry Association; www.ncma.org.
- 130. NEBB National Environmental Balancing Bureau; www.nebb.org.
- 131. NECA National Electrical Contractors Association; <a href="www.necanet.org">www.necanet.org</a>.
- 132. NeLMA Northeastern Lumber Manufacturers Association; www.nelma.org.
- 133. NEMA National Electrical Manufacturers Association; <a href="www.nema.org">www.nema.org</a>.
- 134. NETA InterNational Electrical Testing Association; www.netaworld.org.
- 135. NFHS National Federation of State High School Associations; www.nfhs.org.
- 136. NFPA National Fire Protection Association; www.nfpa.org.
- 137. NFPA NFPA International; (see NFPA).
- 138. NFRC National Fenestration Rating Council; www.nfrc.org.
- 139. NGA National Glass Association (The); www.glass.org.
- 140. NHLA National Hardwood Lumber Association; www.nhla.com.
- 141. NLGA National Lumber Grades Authority; www.nlga.org.
- 142. NOFMA National Oak Flooring Manufacturers Association; (see NWFA).
- 143. NOMMA National Ornamental & Miscellaneous Metals Association; www.nomma.org.
- 144. NRCA National Roofing Contractors Association; www.nrca.net.
- 145. NRMCA National Ready Mixed Concrete Association; www.nrmca.org.
- 146. NSF NSF International; www.nsf.org.
- 147. NSI Natural Stone Institute; www.naturalstoneinstitute.org.
- 148. NSPE National Society of Professional Engineers; www.nspe.org.
- 149. NSSGA National Stone, Sand & Gravel Association; www.nssga.org.
- 150. NTMA National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
- 151. NWFA National Wood Flooring Association; www.nwfa.org.
- 152. NWRA National Waste & Recycling Association; www.wasterecycling.org.
- 153. PCI Precast/Prestressed Concrete Institute; www.pci.org.
- 154. PDI Plumbing & Drainage Institute; www.pdionline.org.
- 155. PLASA PLASA; www.plasa.org.
- 156. PLIB Pacific Lumber Inspection Bureau; www.plib.org.
- 157. PVCPA Uni-Bell PVC Pipe Association; www.uni-bell.org.
- 158. RCSC Research Council on Structural Connections; www.boltcouncil.org.
- 159. RFCI Resilient Floor Covering Institute; www.rfci.com.
- 160. RIS Redwood Inspection Service; (see WWPA).
- 161. SAE SAE International; www.sae.org.
- 162. SCTE Society of Cable Telecommunications Engineers; www.scte.org.
- 163. SDI Steel Deck Institute; www.sdi.org.
- 164. SDI Steel Door Institute; www.steeldoor.org.
- 165. SEFA Scientific Equipment and Furniture Association (The); www.sefalabs.com.

- 166. SEI/ASCE Structural Engineering Institute/American Society of Civil Engineers; (see ASCE).
- 167. SIA Security Industry Association; www.securityindustry.org.
- 168. SJI Steel Joist Institute; <u>www.steeljoist.org</u>.
- 169. SMA Screen Manufacturers Association; www.smainfo.org.
- 170. SMACNA Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
- 171. SMPTE Society of Motion Picture and Television Engineers; www.smpte.org.
- 172. SPFA Spray Polyurethane Foam Alliance; www.sprayfoam.org.
- 173. SPIB Southern Pine Inspection Bureau; www.spib.org.
- 174. SPRI Single Ply Roofing Industry; www.spri.org.
- 175. SRCC Solar Rating & Certification Corporation; www.solar-rating.org.
- 176. SSINA Specialty Steel Industry of North America; www.ssina.com.
- 177. SSPC SSPC: The Society for Protective Coatings; (see AMPP).
- 178. STI/SPFA Steel Tank Institute/Steel Plate Fabricators Association; www.steeltank.com.
- 179. SWI Steel Window Institute; <u>www.steelwindows.com</u>.
- 180. SWPA Submersible Wastewater Pump Association; www.swpa.org.
- 181. TCA Tilt-Up Concrete Association; www.tilt-up.org.
- 182. TCNA Tile Council of North America, Inc.; www.tcnatile.com.
- 183. TEMA Tubular Exchanger Manufacturers Association, Inc.; <a href="www.kbcdco.tema.org">www.kbcdco.tema.org</a>.
- 184. TIA Telecommunications Industry Association (The); www.tiaonline.org.
- 185. TMS The Masonry Society; www.masonrysociety.org.
- 186. TPI Truss Plate Institute; www.tpinst.org.
- 187. TPI Turfgrass Producers International; www.turfgrasssod.org.
- 188. TRI Tile Roofing Industry Alliance; www.tileroofing.org.
- 189. ULSE UL Standards & Engagement Inc.; www.ulse.org.
- 190. UL UL Solutions Inc.; www.ul.com.
- 191. USAV USA Volleyball; www.usavolleyball.org.
- 192. USGBC U.S. Green Building Council; www.usgbc.org.
- 193. USITT United States Institute for Theatre Technology, Inc.; www.usitt.org.
- 194. WA Wallcoverings Association; www.wallcoverings.org.
- 195. WCLIB West Coast Lumber Inspection Bureau; (see PLIB).
- 196. WCMA Window Covering Manufacturers Association; www.wcmanet.org.
- 197. WDMA Window & Door Manufacturers Association; www.wdma.com.
- 198. WI Woodwork Institute; www.woodworkinstitute.com.
- 199. WSRCA Western States Roofing Contractors Association; www.wsrca.com.
- 200. WWPA Western Wood Products Association; www.wwpa.org.
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
  - 1. DIN Deutsches Institut für Normung e.V.; www.din.de.
  - 2. IAPMO International Association of Plumbing and Mechanical Officials; www.iapmo.org.
  - 3. ICC International Code Council; www.iccsafe.org.
  - 4. ICC-ES ICC Evaluation Service, LLC; www.icc-es.org.
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

- 1. CPSC U.S. Consumer Product Safety Commission; www.cpsc.gov.
- 2. DOC U.S. Department of Commerce; <u>www.commerce.gov</u>.
- 3. DOD U.S. Department of Defense; www.defense.gov.
- 4. DOE U.S. Department of Energy; <u>www.energy.gov</u>.
- 5. DOJ U.S. Department of Justice; <a href="www.ojp.usdoj.gov">www.ojp.usdoj.gov</a>
- 6. DOS U.S. Department of State; <a href="www.state.gov">www.state.gov</a>.
- 7. EPA United States Environmental Protection Agency; <u>www.epa.gov</u>.
- 8. FAA Federal Aviation Administration; <a href="www.faa.gov">www.faa.gov</a>.
- 9. GPO U.S. Government Publishing Office; www.gpo.gov.
- 10. GSA U.S. General Services Administration; www.gsa.gov.
- 11. HUD U.S. Department of Housing and Urban Development; www.hud.gov.
- 12. LBNL Lawrence Berkeley National Laboratory; Energy Technologies Area; www.lbl.gov/.
- 13. NIST National Institute of Standards and Technology; www.nist.gov.
- 14. OSHA Occupational Safety & Health Administration; www.osha.gov.
- 15. TRB Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
- 16. USACE U.S. Army Corps of Engineers; <a href="www.usace.army.mil">www.usace.army.mil</a>.
- 17. USDA U.S. Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; <a href="https://www.ars.usda.gov">www.ars.usda.gov</a>.
- 18. USDA U.S. Department of Agriculture; Rural Utilities Service; www.usda.gov.
- 19. USP U.S. Pharmacopeial Convention; www.usp.org.
- 20. USPS United States Postal Service; www.usps.com.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. CFR Code of Federal Regulations; Available from U.S. Government Publishing Office; <a href="https://www.govinfo.gov">www.govinfo.gov</a>.
  - 2. DOD U.S. Department of Defense; Military Specifications and Standards; Available from DLA Document Services; <a href="https://www.dsp.dla.mil/Specs-Standards/">www.dsp.dla.mil/Specs-Standards/</a>.
  - 3. DSCC Defense Supply Center Columbus; (see FS).
  - 4. FED-STD Federal Standard; (see FS).
  - 5. FS Federal Specification; Available from DLA Document Services; www.dsp.dla.mil/Specs-Standards/.
    - a. Available from Defense Standardization Program; www.dsp.dla.mil.
    - b. Available from U.S. General Services Administration; www.gsa.gov.
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
  - 6. MILSPEC Military Specifications and Standards; (see DOD).
  - 7. USAB United States Access Board; www.access-board.gov.
  - 8. USATBCB U.S. Architectural & Transportation Barriers Compliance Board; (see USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following

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list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

- 1. BEARHFTI; California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; (see BHGS).
- 2. BHGS; State of California Bureau of Household Goods and Services; (Formerly: California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation); www.bhgs.dca.ca.gov.
- 3. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; <a href="https://www.oal.ca.gov/publications/ccr/">www.oal.ca.gov/publications/ccr/</a>.
- 4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Main-Page.aspx.
- 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
- 6. SCAQMD; South Coast Air Quality Management District; <a href="www.aqmd.gov">www.aqmd.gov</a>.
- 7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; <a href="https://tfsweb.tamu.edu/">https://tfsweb.tamu.edu/</a>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 014200 - REFERENCES** 

#### SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

## B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

#### 1.2 USE CHARGES

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

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
  - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
  - 2. Indicate methods to be used to avoid trapping water in finished work.

#### PART 2 - PRODUCTS

#### 2.1 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of ten (10) individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Secured storage for small tools and equipment.
  - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
  - 6. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
  - 7. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect, Owner and Owner's Representative. Provide broadband modem, router, and ISP, equipped with hardware firewall.

### 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
  - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures."
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

### PART 3 - EXECUTION

### 3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

### 3.2 INSTALLATION, GENERAL

A. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

### 3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

# 3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
  - 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241. Provide hold-downs and stairs for temporary field offices that are acceptable to the authorities having jurisdiction. Temporary field offices, shops and sheds shall be lockable. Temporary field offices, shops and sheds shall be placed at a location acceptable to Owner.
  - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Provide temporary on-site parking areas for construction personnel that are acceptable to the Owner.
- D. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touch up signs so they are legible at all times.
- F. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- H. Temporary Elevator Use: Use of elevators is not permitted.

I. Temporary Use of Permanent Stairs: Use of stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

### 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings.
  - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
  - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- G. Site Enclosure Fence: Prior to commencing earthwork, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.

- 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
- 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner, Owner's Representative and Architect.
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

#### 3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

- 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
- 2. Keep interior spaces reasonably clean and protected from water damage.
- 3. Periodically collect and remove waste containing cellulose or other organic matter.
- 4. Discard or replace water-damaged material.
- 5. Do not install material that is wet.
- 6. Discard and replace stored or installed material that begins to grow mold.
- 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
  - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

#### 3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

### END OF SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### **SECTION 016000 - PRODUCT REQUIREMENTS**

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. The Work of This Section Includes: Administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

### B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.

### 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products unless otherwise indicated.
  - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
  - 1. Evaluating Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
  - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
  - 2. Data indicating compliance with the requirements specified in "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

# 1.3 QUALITY ASSURANCE

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

#### 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

#### 1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections are to be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of Owner or endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of Owner or endorsed by manufacturer to Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

### PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in Specifications establish salient characteristics of products.

#### B. Product Selection Procedures:

- 1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
- 2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or equal, provide a product by the named manufacturer or equal that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Sole manufacturer, or equal, may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
- 3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed, or approved equal, that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.

- a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
- 4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or equivalent product that complies with requirements.
  - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
- 5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
  - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
- 6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
  - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
- 7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
  - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

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

#### 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
  - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation within ten (10) days of receipt of a request for a comparable product. Architect will notify Contractor of approval or rejection of proposed comparable product within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
  - 1. Architect's Approval of Submittal: Marked with approval notation from Architect's action stamp. See Section 013300 "Submittal Procedures."
  - 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

**END OF SECTION 016000 - PRODUCT REQUIREMENTS** 

#### SECTION 017300 - EXECUTION

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering.
  - 3. Installation.
  - 4. Cutting and patching.
  - 5. Coordination of Owner's portion of the Work.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
  - 9. Correction of the Work.

# B. Related Requirements:

- 1. Section 011000 "Summary" for coordination of Owner-furnished products, Owner-performed work, Owner's separate contracts, and limits on use of Project site.
- 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

# 1.2 DEFINITIONS

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

# 1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

- 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

#### PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.

- 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

#### 3.4 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb, and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.

- 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
- 2. Allow for building movement, including thermal expansion and contraction.
- 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

### 3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

- 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
- 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

#### 3.6 COORDINATION OF OWNER'S PORTION OF THE WORK

- A. Site Access: Provide access to Project site for Owner's construction personnel and Owner's separate contractors.
  - 1. Provide temporary facilities required for Owner-furnished, Contractor-installed products.
  - 2. Refer to Section 011000 "Summary" for other requirements for Owner-furnished, Contractor-installed products

- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel and Owner's separate contractors.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

#### 3.7 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, in accordance with regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces in accordance with written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

#### 3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

### 3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

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- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

# **END OF SECTION 017300 - EXECUTION**

#### SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

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

#### 1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent recycling, or deposit in landfill, acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

# 1.3 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Comply with requirements in Section 024116 "Structure Demolition."
- B. Waste Management Conference(s): Conduct conference(s) at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

#### PART 2 - PRODUCTS

#### PART 3 - EXECUTION

### 3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be recycled.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

# 3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

# 3.3 RECYCLING CONSTRUCTION WASTE

# A. Packaging:

- 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
- 2. Polystyrene Packaging: Separate and bag materials.
- 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

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4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

# 3.4 DISPOSAL OF WASTE

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

END OF SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### SECTION 017700 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final Completion procedures.
  - 3. List of incomplete items.
  - 4. Submittal of Project warranties.
  - 5. Final cleaning.

# B. Related Requirements:

- 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
- 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

## 1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

# 1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

- 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
- 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
- 5. Submit testing, adjusting, and balancing records.
- 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Advise Owner of changeover in utility services.
  - 6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 8. Complete final cleaning requirements.
  - 9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of ten (10) days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

# 1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
  - 1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and

- dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
- 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of ten (10) days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

## 1.6 LIST OF INCOMPLETE ITEMS

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

# 1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  - 1. Submit on digital media acceptable to Architect.

# D. Warranties in Paper Form:

- 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

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

## PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - d. Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.
    - e. Vacuum and mop concrete.
    - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean in accordance with manufacturer's instructions if visible soil or stains remain.
    - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - h. Remove labels that are not permanent.

- i. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - 1) Clean HVAC system in compliance with NADCA ACR.
- m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
- n. Clean strainers.
- o. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

# 3.2 CORRECTION OF THE WORK

A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

## **END OF SECTION 017700 - CLOSEOUT PROCEDURES**

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Emergency manuals.
  - 3. Systems and equipment operation manuals.
  - 4. Systems and equipment maintenance manuals.
  - 5. Product maintenance manuals.

# 1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  - 1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

# 1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

- 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
- 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

# 1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual to contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - 6. Name and contact information for Architect.
  - 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 8. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

# 1.5 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 1. Fire.
  - 2. Flood.
  - 3. Gas leak.
  - 4. Water leak.
  - 5. Power failure.
  - 6. Water outage.
  - 7. System, subsystem, or equipment failure.
  - 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
  - 1. Instructions on stopping.
  - 2. Shutdown instructions for each type of emergency.
  - 3. Operating instructions for conditions outside normal operating limits.
  - 4. Required sequences for electric or electronic systems.
  - 5. Special operating instructions and procedures.

# 1.6 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  - 2. Performance and design criteria if Contractor has delegated design responsibility.
  - 3. Operating standards.

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- 4. Operating procedures.
- 5. Operating logs.
- 6. Wiring diagrams.
- 7. Control diagrams.
- 8. Piped system diagrams.
- 9. Precautions against improper use.
- 10. License requirements including inspection and renewal dates.

# C. Descriptions: Include the following:

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

# D. Operating Procedures: Include the following, as applicable:

- 1. Startup procedures.
- 2. Equipment or system break-in procedures.
- 3. Routine and normal operating instructions.
- 4. Regulation and control procedures.
- 5. Instructions on stopping.
- 6. Normal shutdown instructions.
- 7. Seasonal and weekend operating instructions.
- 8. Required sequences for electric or electronic systems.
- 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

## 1.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.

- C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
    - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.
- H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

# 1.8 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# END OF SECTION 017823 - OPERATION AND MAINTENANCE DATA

## SECTION 017839 - PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record specifications.
  - Record Product Data.

# B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

# 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints and one (1) set(s) of file prints.
      - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit PDF electronic files of scanned Record Prints and two (2) set(s) of file prints.
      - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

# 1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding photographic documentation.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order.
    - k. Changes made following Architect's written orders.
    - 1. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  - 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 6. Note alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  - 1. Format: Annotated PDF electronic file with comment function enabled.
  - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  - 3. Refer instances of uncertainty to Architect for resolution.

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

## 1.4 RECORD SPECIFICATIONS

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

# 1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

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- 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
- 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file.
  - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

# 1.6 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839 - PROJECT RECORD DOCUMENTS

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

## PART 1 - GENERAL

## 1.1 SUMMARY

#### A. The Work of this Section Includes:

1. Demolition and removal of selected portions of interior of building or structure and site elements.

# B. Related Requirements:

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

# 1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

# 1.3 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

# 1.4 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.

# 1.5 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

- 1. Before selective demolition, Owner will remove the following items:
  - a. Existing furniture to be re-used
  - b. Existing billiards tables to be re-used.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:
  - 1. It is not expected that hazardous materials will be encountered in the Work.
    - a. Hazardous materials will be removed by Owner before start of the Work.
    - b. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. On-site sale of removed items or materials is not permitted.

## 1.6 WARRANTY

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

# PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

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

## PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations where applicable.
- B. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video. Comply with Section 013233 "Photographic Documentation."
  - 1. Inventory and record the condition of items to be removed for salvage or reinstallation. Photograph or video conditions that might be misconstrued as damage caused by removal.

2. Photograph or video existing conditions of adjoining construction including finish surfaces, that might be misconstrued as damage caused by selective demolition operations or removal of items for salvage or reinstallation.

#### 3.2 PREPARATION

- A. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- B. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location and cleaned and reinstalled in their original locations after selective demolition operations are complete.

## 3.3 UTILITY SERVICES AND BUILDING SYSTEMS

A. Existing Services/Systems to Remain: Maintain utilities and building systems and equipment to remain and protect against damage during selective demolition operations.

# 3.4 SALVAGE/REINSTALL

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

# 3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

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- 3. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

## 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

## 3.7 CLEANING

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

# **END OF SECTION 024119 - SELECTIVE DEMOLITION**

# SECTION 040110 - MASONRY CLEANING

# PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes cleaning the following:
  - 1. Unit masonry surfaces.
  - 2. Stone surfaces.

# 1.2 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
- B. Medium-Pressure Spray: 400 to 800 psi (2750 to 5510 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
- C. High-Pressure Spray: 800 to 1200 psi (5510 to 8250 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

## 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

# 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

# 1.5 QUALITY ASSURANCE

- A. Mockups: Prepare mockups of cleaning on existing surfaces to demonstrate aesthetic effects and to set quality standards for materials and execution.
  - 1. Cleaning: Clean an area approximately 25 sq. ft. (2.3 sq. m) for each type of masonry and surface condition.
    - a. Test cleaners and methods on samples of adjacent materials for possible adverse reactions. Do not test cleaners and methods known to have deleterious effect.
    - b. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.

## PART 2 - PRODUCTS

# 2.1 CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F (60 to 71 deg C).
- C. Detergent Solution, Job Mixed: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 1/2 cup (125 mL) of laundry detergent, and 20 quarts (20 L) of hot water for every 5 gal. (20 L) of solution required.
- D. Mold, Mildew, and Algae Remover, Job Mixed: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 5 quarts (5 L) of 5 percent sodium hypochlorite (bleach), and 15 quarts (15 L) of hot water for every 5 gal. (20 L) of solution required.

#### PART 3 - EXECUTION

# 3.1 CLEANING MASONRY, GENERAL

- A. Cleaning Appearance Standard: Cleaned surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.
- B. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water do not wash over dry, cleaned surfaces.
- C. Use only those cleaning methods indicated for each masonry material and location.
  - 1. Brushes: Do not use wire brushes or brushes that are not resistant to cleaner being used.
  - 2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that cleaning methods do not damage surfaces, including joints.
    - a. Equip units with pressure gages.
    - b. For water-spray application, use fan-shaped spray that disperses water at an angle of 25 to 50 degrees.
    - c. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F (60 and 71 deg C) at flow rates indicated.
- D. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces. Keep wall wet below area being cleaned to prevent streaking from runoff.
- E. Perform additional general cleaning and stain removal, and spot cleaning of small areas that are noticeably different when viewed according to the "Cleaning Appearance Standard" Paragraph, so that cleaned surfaces blend smoothly into surrounding areas.

F. Water-Spray Application Method: Unless otherwise indicated, hold spray nozzle at least 6 inches (150 mm) from masonry surface and apply water in horizontal back-and-forth sweeping motion, overlapping previous strokes to produce uniform coverage.

#### 3.2 PRELIMINARY CLEANING

- A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing remaining growth to dry as long as possible before removal. Remove loose soil and plant debris from open joints to whatever depth they occur.
- B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to planned cleaning methods. Extraneous substances include paint, calking, asphalt, and tar.
  - 1. Carefully remove heavy accumulations of rigid materials from masonry surface with sharp chisel. Do not scratch or chip masonry surface.
  - 2. Remove asphalt and tar with solvent-type paste paint remover.
    - a. Comply with requirements in "Paint Removal" Article.
    - b. Apply paint remover only to asphalt and tar by brush without prewetting.
    - c. Allow paint remover to remain on surface for 10 to 30 minutes.
    - d. Repeat application if needed.

# 3.3 PAINT REMOVAL

- A. Paint-Remover Application, General: Apply paint removers according to paint-remover manufacturer's written instructions. Do not allow paint removers to remain on surface for periods longer than those indicated or recommended in writing by manufacturer.
- B. Paint Removal with Solvent-Type Paste Paint Remover:
  - 1. Remove loose and peeling paint using low-pressure water spray, scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
  - 2. Apply thick coating of paint remover to painted surface with natural-fiber cleaning brush, deep-nap roller, or large paint brush. Apply in one or two coats according to manufacturer's written instructions.
  - 3. Allow paint remover to remain on surface for period recommended in writing by manufacturer or as determined by preconstruction testing.
  - 4. Rinse with cold water applied by low-pressure spray to remove chemicals and paint residue.

#### 3.4 CLEANING MASONRY

- A. Detergent Cleaning:
  - 1. Wet surface with cold water applied by low-pressure spray.

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- 2. Scrub surface with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet.
- 3. Rinse with cold water applied by low-pressure spray to remove detergent solution and soil.
- 4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.

# B. Mold, Mildew, and Algae Removal:

- 1. Wet surface with cold water applied by low-pressure spray.
- 2. Apply mold, mildew, and algae remover by brush or low-pressure spray.
- 3. Scrub surface with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that surface remains wet.
- 4. Rinse with cold water applied by low-pressure spray to remove mold, mildew, and algae remover and soil.
- 5. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.

#### END OF SECTION 040110 - MASONRY CLEANING

#### SECTION 040120.63 - BRICK MASONRY REPAIR

## PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section includes repairing brick masonry.
- B. Contractor's bid proposal shall include a material quantity of new brick replacement equivalent to 10.0 percent of the façade area of the existing chimney.

## 1.2 DEFINITIONS

A. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.

# 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

## 1.5 INFORMATIONAL SUBMITTALS

# 1.6 QUALITY ASSURANCE

- A. Delegated Design: Engage a qualified inspection and testing agency, as defined in Section 014000 "Quality Requirements," to obtain samples of existing mortar, perform analysis of samples, determine the type of mortar and mortar mix, and provide a report with recommendations for new rebuilding mortar to be utilized for the project that is compatible with the existing brick masonry veneer.
- B. Brick Masonry Repair Specialist Qualifications: Engage an experienced brick masonry repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repair work.
- C. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials

and tools without damaging masonry. Include provisions for supervising performance and preventing damage.

- D. Mockups: Prepare mockups of brick masonry repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
  - 1. Masonry Repair: Prepare sample areas for each type of masonry repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches (1200 mm) in least dimension. Construct sample areas in locations in existing walls where directed by Architect unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work.

#### PART 2 - PRODUCTS

#### 2.1 MASONRY MATERIALS

- A. Face Brick: As required to complete brick masonry repair work.
  - 1. Brick Matching Existing: Units with colors, color variation within units, surface texture, size, and shape that match existing brickwork.
    - a. Physical Properties: According to ASTM C67, average of five (5) bricks, and as follows:
      - 1) Compressive Strength: 5,000-psi.
      - 2) 24-Hour Cold-Water Submersion Absorption: Maximum 8.00-percent average.
      - 3) Five-Hour Boil Absorption: Maximum 11.00-percent average.
      - 4) Saturation Coefficient: 0.75 average.
      - 5) Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute.
    - b. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.
- B. Building Brick: ASTM C62, Grade SW where in contact with earth or Grade SW, MW, or NW for concealed backup; and of same vertical dimension as face brick, for masonry work concealed from view.

## 2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for coldweather construction; white or gray, where required for color matching of mortar.
  - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.

- C. Mortar Sand: ASTM C144.
  - 1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  - 2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- D. Water: Potable.

# 2.3 MANUFACTURED REPAIR MATERIALS

- A. Brick Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching brick masonry.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Conproco Corporation, Matrix; or comparable product by one of the following:
    - a. Cathedral Stone Products, Inc.
    - b. Edison Coatings, Inc.
  - 2. Use formulation that is vapor and water permeable (equal to or more than the brick), exhibits low shrinkage, has lower modulus of elasticity than bricks being repaired, and develops high bond strength to all types of masonry.
  - 3. Formulate patching compound in colors and textures to match each brick being patched.

# 2.4 ACCESSORY MATERIALS

- A. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of bricks, less the required depth of pointing materials unless removed before pointing.
- B. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - 1. Previous effectiveness in performing the work involved.
  - 2. Minimal possibility of damaging exposed surfaces.
  - 3. Consistency of each application.
  - 4. Uniformity of the resulting overall appearance.
  - 5. Do not use products or tools that could leave residue on surfaces.

## 2.5 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.

- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
  - 1. Rebuilding (Setting) Mortar mix determined by Delegated Design Submittal.
  - 2. Rebuilding (Setting) Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime.

# PART 3 - EXECUTION

## 3.1 BRICK REMOVAL AND REPLACEMENT

- A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated. Carefully remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
- B. Support and protect remaining masonry that surrounds removal area.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- D. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- E. Remove in an undamaged condition as many whole bricks as possible.
  - 1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water
  - 2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
- F. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for brick replacement.
- G. Replace removed damaged brick with other removed brick in good condition, where possible, matching existing brick. Do not use broken units unless they can be cut to usable size.
- H. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
  - 1. Maintain joint width for replacement units to match existing joints.
  - 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- I. Lay replacement brick with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter ends with enough mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. (30 g/194 sq. cm per min.) Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
  - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.

- 2. Rake out mortar used for laying brick before mortar sets according to Section 040120.64 "Brick Masonry Repointing." Point at same time as repointing of surrounding area.
- 3. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.
- J. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
  - 1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

#### 3.2 BRICK MASONRY PATCHING

# A. Patching Bricks:

- 1. Remove loose material from masonry surface. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch (6 mm) thick, but not less than recommended in writing by patching compound manufacturer.
- 2. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of brick.
- 3. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
- 4. Rinse surface to be patched and leave damp, but without standing water.
- 5. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- 6. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
- 7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of brick. Shape and finish surface before or after curing, as determined by testing, to best match existing brick.
- 8. Keep each layer damp for 72 hours or until patching compound has set.

# 3.3 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low pressure spray.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic or alkaline cleaners.

# END OF SECTION 040120.63 - BRICK MASONRY REPAIR

#### SECTION 040120.64 - BRICK MASONRY REPOINTING

## PART 1 - GENERAL

## 1.1 SUMMARY

A. Section includes repointing joints with mortar.

## 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

# 1.4 QUALITY ASSURANCE

- A. Delegated Design: Engage a qualified inspection and testing agency, as defined in Section 014000 "Quality Requirements," to obtain samples of existing mortar, perform analysis of samples, determine the type of mortar and mortar mix, and provide a report with recommendations for new pointing mortar to be utilized for the project that is compatible with the existing brick masonry.
- B. Brick Masonry Repointing Specialist Qualifications: Engage an experienced brick masonry repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repointing work.
- C. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.
- D. Mockups: Prepare mockups of brick masonry repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.
  - 1. Repointing: Rake out joints in two separate areas, each approximately 36 inches (900 mm) high by 48 inches (1200 mm) wide, unless otherwise indicated, for each type of repointing required, and repoint one of the areas.

## PART 2 - PRODUCTS

# 2.1 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
  - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Mortar Sand: ASTM C144.
  - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  - 2. Color: Provide natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- D. Water: Potable.

## 2.2 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
  - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
  - 1. Pointing Mortar mix determined by Delegated Design Submittal.
  - 2. Pointing Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime.

#### PART 3 - EXECUTION

# 3.1 REPOINTING

- A. Rake out and repoint joints to the following extent:
  - 1. All joints in areas indicated.
  - 2. Joints at locations of the following defects:
    - a. Holes and missing mortar.
    - b. Cracks that can be penetrated 1/4 inch (6 mm) or more by a knife blade 0.027 inch (0.7 mm) thick.
    - c. Cracks 1/16 inch (1.6 mm) or more in width and of any depth.
    - d. Hollow-sounding joints when tapped by metal object.
    - e. Eroded surfaces 1/4 inch (6 mm) or more deep.
    - f. Deterioration to point that mortar can be easily removed by hand, without tools.
    - g. Joints filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
  - 1. Remove mortar from joints to depth of 2 times joint width and not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches (50 mm) deep; consult Architect for direction.
  - 2. Remove mortar from brick and other masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
  - 3. Do not spall edges of brick or other masonry units or widen joints. Replace or patch damaged brick or other masonry units as directed by Architect.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
  - 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
  - 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.
  - 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to

- avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
- 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
- 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
- 6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

# 3.2 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low pressure spray.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic or alkaline cleaners.

## END OF SECTION 040120.64 - BRICK MASONRY REPOINTING

# SECTION 040140.61 - STONE REPAIR

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes repairing stone masonry.
- B. Contractor's bid proposal shall include a material quantity of new stone replacement equivalent to 10.0 percent of the area of the existing building facades. The replacement area shall not include the temporary removal and reinstallation of existing stone depicted on the Drawings.

# 1.2 DEFINITIONS

A. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.

## 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

# 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

# 1.5 QUALITY ASSURANCE

- A. Delegated Design: Engage a qualified inspection and testing agency, as defined in Section 014000 "Quality Requirements," to obtain samples of existing mortar, perform analysis of samples, determine the type of mortar and mortar mix, and provide a report with recommendations for new rebuilding mortar to be utilized for the project that is compatible with the existing stone veneer.
- B. Stone Repair Specialist Qualifications: Engage an experienced stone repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing standard unit masonry or new stone masonry is insufficient experience for stone repair work.
- C. Mockups: Prepare mockups of stone repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
  - 1. Stone Repair: Prepare sample areas for each type of stone indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent

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whole units or approximately 48 inches (1200 mm) in least dimension. Construct sample areas in locations in existing walls where directed by Architect unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work.

## PART 2 - PRODUCTS

# 2.1 STONE MATERIALS

- A. Stone Matching Existing: Natural building stone of variety, color, texture, grain, veining, finish, size, and shape that match existing stone.
  - 1. Physical Properties for Granite:
    - a. Minimum Compressive Strength: 19,000-psi according to ASTM C170/C170M.
    - b. Modulus of Rupture: 1,850-psi according to ASTM C99/C99M.
    - c. Absorption: 0.55 percent according to ASTM C97/C97M.
    - d. Bulk Specific Gravity: 2.45 according to ASTM C97/C97M.
  - 2. For existing stone that exhibits a range of colors, texture, grain, veining, finishes, sizes, or shapes, provide stone that proportionally matches that range rather than stone that matches an individual color, texture, grain, veining, finish, size, or shape within that range.
- B. Cutting New Stone: Cut each new stone so that, when it is set in final position, the rift or natural bedding planes will match the rift orientation of existing stones.

#### 2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for coldweather construction; white or gray, where required for color matching of mortar.
  - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Mortar Sand: ASTM C144.
  - 1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  - 2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- D. Water: Potable.
- E. Cementitious Crack Filler: Ultrafine superplasticized grout that can be injected into cracks, is suitable for application to wet or dry cracks, exhibits low shrinkage, and develops high bond strength to all types of stone.

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- 1. Basis-of-Design Product: Subject to compliance with requirements, provide Conproco Corporation; Injection Grout or comparable product by one of the following:
  - a. Cathedral Stone Products, Inc.
  - b. Edison Coatings, Inc.
- F. Stone-to-Stone Adhesive: Two-part polyester or epoxy-resin stone adhesive with a 15- to 45-minute cure at 70 deg F (21 deg C), recommended in writing by adhesive manufacturer for type of stone repair indicated, and matching stone color.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Conproco Corporation; Injection Grout or comparable product by one of the following:
    - a. Akemi North America.
    - b. Bonstone Materials Corporation.

### 2.3 ACCESSORY MATERIALS

- A. Setting Buttons and Shims: Resilient plastic, nonstaining to stone, sized to suit joint thicknesses and bed depths of stone units, less the required depth of pointing materials unless removed before pointing.
- B. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - 1. Previous effectiveness in performing the work involved.
  - 2. Minimal possibility of damaging exposed surfaces.
  - 3. Consistency of each application.
  - 4. Uniformity of the resulting overall appearance.
  - 5. Do not use products or tools that could leave residue on surfaces.

### 2.4 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
  - 1. Rebuilding (Setting) Mortar mix determined by Delegated Design Submittal.
  - 2. Rebuilding (Setting) Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated, with cementitious material limited to portland cement and lime.

### PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Remove downspouts and associated hardware adjacent to stone and store during stone repair. Reinstall when repairs are complete.
  - 1. Provide temporary rain drainage during work to direct water away from building.

### 3.2 STONE REMOVAL AND REPLACEMENT

- A. Remove stone that has deteriorated or is damaged beyond repair or is to be reused. Carefully remove entire units from joint to joint, without damaging surrounding stone, in a manner that permits replacement with full-size units.
- B. Support and protect remaining stonework that surrounds removal area.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- D. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing stone or unit masonry backup, rotted wood, rusted metal, and other deteriorated items.
- E. Remove in an undamaged condition as many whole stone units as possible.
  - 1. Remove mortar, loose particles, and soil from stone by cleaning with hand chisels, brushes, and water.
  - 2. Remove sealants by cutting close to stone with utility knife and cleaning with solvents.
- F. Clean stone surrounding removal areas by removing mortar, dust, and loose particles in preparation for stone replacement.
- G. Replace removed damaged stone with other removed stone in good condition, where possible, matching existing stone, including direction of rift or natural bedding planes. Do not use broken units unless they can be cut to usable size.
- H. Install replacement stone into bonding and coursing pattern of existing stone. If cutting is required, use a motor-driven saw designed to cut stone with clean, sharp, unchipped edges. Finish edges to blend with appearance of edges of existing stone.
  - 1. Maintain joint width for replacement stone to match existing joints.
  - 2. Use setting buttons or shims to set stone accurately spaced with uniform joints.
- I. Set replacement stone with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter vertical joints for full width before setting, and set units in full bed of mortar unless otherwise indicated. Replace existing anchors with new anchors matching existing configuration.
  - 1. Rake out mortar used for laying stone before mortar sets according to Section 040140.62 "Stone Repointing." Point at same time as repointing of surrounding area.

- 2. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.
- J. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
  - 1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

#### 3.3 PARTIAL STONE REPLACEMENT

- A. Remove defective portion of existing stone unit (backing stone). Carefully remove defective portion of stone by making vertical and horizontal saw cuts at face of backing stone and removing defective material to depth required for fitting partial replacement (dutchman).
  - 1. Make edges of backing stone at cuts smooth and square to each other and to finished surface; essentially rectangular. Make back of removal area flat and parallel to stone face.
  - 2. Do not overcut at corners and intersections. Hand trim to produce clean sharp corners with no rounding and no damage to existing work to remain.
  - 3. If backing stone becomes damaged further, remove damaged area and enlarge partial replacement as required.
- B. Remove mortar from joints that abut area of stone removal to same depth as stone was removed. Remove loose mortar particles and other debris from surfaces to be bonded and surfaces of adjacent stone units that will receive mortar by cleaning with stiff-fiber brush.
- C. Cut and trim partial replacement to accurately fit area where material was removed from backing stone. Fabricate to size required to produce joints between partial replacement and backing stone of no more than 1/16 inch (1.6 mm) in width, and joints between partial replacement and other stones that match existing joints between stones.
- D. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage consisting of 1/4-inch- (6-mm-) diameter, plain stainless-steel pins set into 1/4-inch- (6-mm-) diameter holes drilled into backing stone and into, but not through, the partial replacement.
- E. Apply stone-to-stone adhesive according to adhesive manufacturer's written instructions. Coat bonding surfaces of backing stone and partial replacement, completely filling all crevices and voids.
- F. Apply partial replacement while adhesive is still tacky and hold securely in place until adhesive has cured. Use temporary shims, clamps, wedges, or other devices as necessary to align face of partial replacement with face of backing stone.
- G. Clean adhesive residue from exposed surfaces and patch chipped areas and exposed drill holes as specified in "Stone Patching" Article.

### 3.4 STONE PLUG REPAIR

A. Remove cylindrical piece of damaged stone by core-drilling perpendicular to stone surface.

- B. Prepare a replacement plug by core-drilling replacement stone. Use a drill sized to produce a core that will fit into hole drilled in damaged stone with only minimum gap necessary for adhesive.
- C. Apply stone-to-stone adhesive according to adhesive manufacturer's written instructions. Coat bonding surfaces of existing stone and plug, completely filling all crevices and voids.
- D. Apply plug while adhesive is still tacky and hold securely in place until adhesive has cured.
- E. Clean adhesive residue from exposed surfaces.

### 3.5 STONE-FRAGMENT REPAIR

- A. Carefully remove cracked or fallen stone fragment indicated to be repaired. Reuse only stone fragment that is in sound condition.
- B. Remove soil, loose particles, mortar, and other debris or foreign material from fragment surfaces to be bonded and from parent stone where fragment had broken off, by cleaning with stiff-fiber brush.
- C. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage consisting of 1/4-inch- (6-mm-) diameter, plain stainless-steel pins set into 1/4-inch- (6-mm-) diameter holes drilled into parent stone and into, but not through, the fragment.
- D. Apply stone-to-stone adhesive according to adhesive manufacturer's written instructions. Coat bonding surfaces of fragment and parent stone, completely filling all crevices and voids.
- E. Fit stone fragment onto parent stone while adhesive is still tacky and hold fragment securely in place until adhesive has cured. Use shims, clamps, wedges, or other devices as necessary to align face of fragment with face of parent stone.
- F. Clean adhesive residue from exposed surfaces and patch chipped areas and exposed drill holes as specified in "Stone Patching" Article.

### 3.6 CRACK INJECTION

- A. General: Comply with cementitious crack-filler manufacturer's written instructions.
- B. Drill 1/4-inch- (6-mm-) diameter injection holes as follows:
  - 1. Transverse Cracks Less Than 3/8 inch (9 mm) Wide: Drill holes through center of crack at 12 to 18 inches (300 to 500 mm) o.c.
  - 2. Transverse Cracks More Than 3/8 inch (9 mm) Wide: Drill holes through center of crack at 18 to 36 inches (500 to 900 mm) o.c.
  - 3. Delaminations: Drill holes at approximately 18 inches (500 mm) o.c. both vertically and horizontally.
  - 4. Drill holes 2 inches (50 mm) deep.
- C. Clean out drill holes and cracks with compressed air and water. Remove dirt and organic matter, loose material, sealants, and failed crack repair materials.

- D. Place plastic injection ports in drilled holes and seal face of cracks between injection ports with clay or other nonstaining, removable plugging material. Leave openings at upper ends of cracks for air release.
- E. Inject cementitious crack filler through ports sequentially, beginning at one end of area and working to opposite end; where possible, begin at lower end of injection area and work upward. Inject filler until it extrudes from adjacent ports. After port has been injected, plug with clay or other suitable material and begin injecting filler at adjacent port, repeating process until all ports have been injected.
- F. Clean cementitious crack filler from face of stone before it sets by scrubbing with water.
- G. After cementitious crack filler has set, remove injection ports, plugging material, and excess filler. Patch injection holes and surface of cracks as specified in "Stone Patching" Article.

#### 3.7 STONE PATCHING

- A. Remove deteriorated material and remove adjacent material that has begun to deteriorate. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch (6 mm) thick, but not less than recommended in writing by patching compound manufacturer.
- B. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of stone unit.
- C. Mix patching compound in individual batches to match each stone unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
- D. Brush-coat stone surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- E. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
  - 1. Simple Details: Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the stone. Shape and finish surface before or after curing, as determined by testing, to best match existing stone.
  - 2. Carved Details: Build patch up 1/4 inch (6 mm) above surrounding stone, and carve surface to match adjoining stone after patching compound has hardened.
- F. Keep each layer damp for 72 hours or until patching compound has set.
- G. Remove and replace patches with hairline cracks or that show separation from stone at edges, and those that do not match adjoining stone in color or texture.

#### 3.8 FINAL CLEANING

A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.

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- 1. Do not use metal scrapers or brushes.
- 2. Do not use acidic or alkaline cleaners.

# END OF SECTION 040140.61 - STONE REPAIR

### **SECTION 040140.62 - STONE REPOINTING**

### PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes repointing joints with mortar.

### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

### 1.4 QUALITY ASSURANCE

- A. Delegated Design: Engage a qualified inspection and testing agency, as defined in Section 014000 "Quality Requirements," to obtain samples of existing mortar, perform analysis of samples, determine the type of mortar and mortar mix, and provide a report with recommendations for new pointing mortar to be utilized for the project that is compatible with the existing stone veneer.
- B. Stone Repointing Specialist Qualifications: Engage an experienced stone repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing standard unit masonry or new stone masonry is insufficient experience for stone repointing work.
- C. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging stonework. Include provisions for supervising performance and preventing damage.
- D. Mockups: Prepare mockups of stone repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.
  - 1. Repointing: Rake out joints in two separate areas each approximately 36 inches (900 mm) high by 48 inches (1200 mm) wide unless otherwise indicated for each type of repointing required, and repoint one of the areas.

### PART 2 - PRODUCTS

### 2.1 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
  - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Mortar Sand: ASTM C144.
  - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  - 2. Color: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- D. Water: Potable.

### 2.2 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
  - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
  - 1. Pointing Mortar mix determined by Delegated Design Submittal.
  - 2. Pointing Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated in Delegated Design Submittal; with cementitious material limited to portland cement and lime.

#### PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Remove downspouts and associated hardware adjacent to stone and store during stone repointing. Reinstall when repointing is complete.
  - 1. Provide temporary rain drainage during work to direct water away from building.

### 3.2 REPOINTING

- A. Rake out and repoint joints to the following extent:
  - 1. All joints in areas indicated.
  - 2. Joints indicated as sealant-filled joints. Seal joints according to Section 079200 "Joint Sealants."
  - 3. Joints at locations of the following defects:
    - a. Holes and missing mortar.
    - b. Cracks that can be penetrated 1/4 inch (6 mm) or more by a knife blade 0.027 inch (0.7 mm) thick.
    - c. Cracks 1/16 inch (1.6 mm) or more in width and of any depth.
    - d. Hollow-sounding joints when tapped by metal object.
    - e. Eroded surfaces 1/4 inch (6 mm) or more deep.
    - f. Deterioration to point that mortar can be easily removed by hand, without tools.
    - g. Joints filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
  - 1. Remove mortar from joints to depth of 2 times joint width and not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches (50 mm) deep; consult Architect for direction.
  - 2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
  - 3. Do not spall edges of stone units or widen joints. Replace or patch damaged stone units as directed by Architect.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
  - 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.

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- 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.
- 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.
- 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
- 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
- 6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Where repointing work precedes cleaning of existing stone, allow mortar to harden at least 30 days before beginning cleaning work.

### 3.3 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic or alkaline cleaners.

### END OF SECTION 040140.62 - STONE REPOINTING

#### SECTION 044313.16 - ADHERED STONE MASONRY VENEER

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Stone masonry adhered to wood framing and sheathing.

### 1.2 ACTION SUBMITTALS

- A. Product Data: For each variety of stone, stone accessory, and manufactured product.
- B. Samples:
  - 1. For each stone type indicated.

### 1.3 FIELD CONDITIONS

- A. Protection of Stone Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work.
- B. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
  - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and above and will remain so until masonry has dried.
- C. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

### PART 2 - PRODUCTS

# 2.1 GRANITE

- A. Material Standard: Comply with ASTM C615/C615M.
- B. Varieties and Sources: Subject to compliance with requirements, provide units to match existing stone veneer at the existing building as closely as practical.

### 2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; natural color or white cement may be used as required to produce mortar color indicated.
  - 1. Low-Alkali Cement: Not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Aggregate: ASTM C144 and as follows:
  - 1. For pointing mortar, use aggregate graded with 100 percent passing No. 16 (1.18-mm) sieve.
  - 2. White Aggregates: Natural white sand or ground white stone.
  - 3. Colored Aggregates: Natural-colored sand or ground marble, granite, or other sound stone; of color necessary to produce required mortar color.
- D. Latex Additive: Styrene-butadiene-rubber water emulsion, serving as replacement for part or all of gaging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed portland cement mortar bed, and not containing a retarder.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide SikaLatex R by Sika Corporation; or comparable product by one of the following:
    - a. Laticrete International, Inc.
    - b. Mapei Corporation.
- E. Water: Potable.

### 2.3 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing, where flashing is exposed or partly exposed and where indicated, complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
  - 1. Stainless Steel: ASTM A240/A240M, Type 304, 0.016 inch (0.4 mm) thick.
  - 2. Copper: ASTM B370, Temper H00 or H01, cold-rolled copper sheet, 10-oz./sq. ft. (3-kg/sq. m) weight or 0.0135 inch (0.34 mm) thick for fully concealed flashing; 16-oz./sq. ft. (5-kg/sq. m) weight or 0.0216 inch (0.55 mm) thick elsewhere.
  - 3. Fabricate continuous flashings in sections 96 inches (2400 mm) long minimum, but not exceeding 12 feet (3.7 m). Provide splice plates at joints of formed, smooth metal flashing.
  - 4. Fabricate metal drip edges from stainless steel. Extend at least 3 inches (76 mm) into wall and 1/2 inch (13 mm) out from wall, with outer edge bent down 30 degrees and hemmed.
- B. Flexible Flashing: For flashing unexposed to the exterior, use the following unless otherwise indicated:

- 1. Copper-Laminated Flashing: 5-oz./sq. ft. (1.5-kg/sq. m) copper sheet bonded with asphalt between two layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide Advanced Building Products Inc.; Copper Sealtite 2000 or comparable product by one of the following:
  - a) Hohmann & Barnard, Inc.
  - b) Wire-Bond.
  - c) York Manufacturing, Inc.

### 2.4 MISCELLANEOUS MASONRY ACCESSORIES

- A. Cementitious Dampproofing: Cementitious formulation recommended by ILI and nonstaining to stone, compatible with joint sealants, and noncorrosive to veneer anchors and attachments.
- B. Expanded Metal Lath: 3.4 lb/sq. yd. (1.8 kg/sq. m), self-furring, diamond-mesh lath complying with ASTM C847. Fabricate from structural-quality, zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, G60 (Z180).

### 2.5 FABRICATION

- A. Cut, split or select stone to produce pieces of thickness, size, and shape indicated, including details on Drawings and pattern specified in "Setting Stone Masonry" Article.
  - 1. Shape stone specified to be laid in three-course, random range ashlar pattern with sawed or split beds.
- B. Gage backs of stones for adhered veneer if more than 81 sq. in. (522 sq. cm) in area.
- C. Thickness of Stone: Provide thickness indicated, but not less than the following:
  - 1. Thickness: 1 inch (25 mm) plus or minus 1/4 inch (6 mm).
- D. Finish exposed stone faces and edges to comply with requirements indicated for finish and to match approved samples.
  - 1. Finish: Natural cleft.

### 2.6 MORTAR MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
  - 1. Do not use calcium chloride.
  - 2. Use portland cement-lime mortar unless otherwise indicated.

- 3. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding water. Then mix again, adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for one to two hours. Add remaining water in small portions until mortar reaches required consistency. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.
- B. Mortar for Stone Masonry: Comply with ASTM C270, Proportion Specification.
  - 1. Mortar for Setting Stone: Type N.
  - 2. Mortar for Pointing Stone: Type N.
- C. Latex-Modified Portland Cement Setting Mortar: Proportion and mix portland cement, aggregate, and latex additive to comply with latex-additive manufacturer's written instructions.
- D. Cement-Paste Bond Coat: Mix either neat cement and water or cement, sand, and water to a consistency similar to that of thick cream.
  - 1. For latex-modified portland cement, setting-bed mortar, substitute latex admixture for part or all of water, according to latex-additive manufacturer's written instructions.
- E. Mortar for Scratch Coat over Metal Lath: 1 part portland cement, 1/2 part lime, 5 parts loose damp sand, and enough water to produce a workable consistency.

### PART 3 - EXECUTION

## 3.1 SETTING STONE MASONRY

- A. Perform necessary field cutting and trimming as stone is set.
  - 1. Use power saws to cut stone that is fabricated with saw-cut surfaces. Cut lines straight and true, with edges eased slightly to prevent snipping.
  - 2. Use hammer and chisel to split stone that is fabricated with split surfaces. Make edges straight and true, matching similar surfaces that were shop or quarry fabricated.
  - 3. Pitch face at field-split edges as needed to match stones that are not field split.
- B. Sort stone before it is placed in wall to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or fabrication, or that is otherwise unsuitable for intended use.
- C. Arrange stones in three-course, random-range ashlar pattern with random course heights, random lengths (interrupted coursed), and uniform joint widths.
- D. Arrange stones with color and size variations uniformly dispersed for an evenly blended appearance.
- E. Maintain uniform joint widths, except for variations due to different stone sizes and where minor variations are required to maintain bond alignment if any. Lay walls with joints not less than 3/8 inch (10 mm) at narrowest points or more than 5/8 inch (16 mm) at widest points.

- F. Install embedded flashing at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
  - 1. At stud-framed walls, extend flashing through stone masonry, up sheathing face at least 8 inches (200 mm), and behind weather barrier.
  - 2. At sills, extend flashing not less than 4 inches (100 mm) at ends.
  - 3. At ends of head and sill flashing, turn up not less than 2 inches (50 mm) to form end dams.
  - 4. Extend sheet metal flashing 1/2 inch (13 mm) beyond masonry face at exterior, and turn flashing down to form a drip.
  - 5. Install metal drip edges beneath flexible flashing at exterior wall face. Stop flexible flashing 1/2 inch (13 mm) back from exterior wall face, and adhere flexible flashing to top of metal drip edge.
- G. Place weep holes in joints where moisture may accumulate, including above shelf angles and at flashing.
  - 1. Use open head joints to form weep holes.
  - 2. Space weep holes 24 inches (600 mm) o.c.

### 3.2 CONSTRUCTION TOLERANCES

- A. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (10 mm in 6 m), or 1/2 inch in 40 feet (13 mm in 12 m) or more. For external corners, expansion joints, control joints, and other conspicuous lines, do not exceed 1/4 inch in 20 feet (6 mm in 6 m) or 1/2 inch in 40 feet (13 mm in 12 m) or more.
- B. Variation from Level: For bed joints and lines of exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines, do not exceed 1/4 inch in 20 feet (6 mm in 6 m) or 1/2 inch in 40 feet (13 mm in 12 m) or more.
- C. Variation of Linear Building Line: For position shown in plan, do not exceed 1/2 inch in 20 feet (13 mm in 6 m) or 3/4 inch in 40 feet (19 mm in 12 m) or more.

### 3.3 INSTALLATION OF ADHERED STONE MASONRY VENEER

- A. Install flashing over sheathing and behind building paper or wrap and drainage material by fastening through sheathing into framing.
- B. Install lath over building paper or wrap and drainage material by fastening through sheathing into framing to comply with ASTM C1063.
- C. Install scratch coat over metal lath 3/8 inch (10 mm) thick to comply with ASTM C926.
- D. Coat backs of stone units and face of scratch coat with cement-paste bond coat, then butter both surfaces with setting mortar. Use sufficient setting mortar, so a slight excess will be forced out the edges of stone units as they are set. Tap units into place, completely filling space between units and scratch coat.

E. Rake out joints for pointing with mortar to depth of not less than 1/2 inch (13 mm) before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides.

### 3.4 POINTING

- A. Prepare stone-joint surfaces for pointing with mortar by removing dust and mortar particles. Where setting mortar was removed to depths greater than surrounding areas, apply pointing mortar in layers not more than 3/8 inch (10 mm) deep until a uniform depth is formed.
- B. Point stone joints by placing and compacting pointing mortar in layers of not more than 3/8 inch (10 mm) deep. Compact each layer thoroughly, and allow to it become thumbprint hard before applying next layer.
- C. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce the following joint profile:
  - 1. Joint Profile: Concave.

#### 3.5 ADJUSTING AND CLEANING

- A. In-Progress Cleaning: Clean stone masonry as work progresses. Remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean stone masonry as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Test cleaning methods on mockup; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before cleaning stone masonry.
  - 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
  - 4. Wet wall surfaces with water before applying cleaner; remove cleaner promptly by rinsing thoroughly with clear water.
  - 5. Clean stone masonry by bucket and brush hand-cleaning method described in BIA Technical Note No. 20, Revised II, using job-mixed detergent solution.

## 3.6 EXCESS MATERIALS AND WASTE

A. Excess Stone: Stack excess stone where directed by Owner for Owner's use.

# END OF SECTION 044313.16 - ADHERED STONE MASONRY VENEER

# **SECTION 047200 - CAST STONE MASONRY**

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section Includes:
  - 1. Trim units.
  - 2. Accessories.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show fabrication and installation details for cast stone units. Include dimensions, details of reinforcement and anchorages if any, and indication of finished faces.
- C. Samples:
  - 1. For each color and texture of cast stone required, 4 inches (100 mm) square in size.

# 1.4 INFORMATIONAL SUBMITTALS

A. Material test reports.

## 1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer of cast stone units similar to those indicated for this Project, that has sufficient production capacity to manufacture required units, and is a plant certified by CSI.

# PART 2 - PRODUCTS

### 2.1 CAST STONE UNITS

A. Cast Stone Units: Comply with ASTM C1364.

- 1. Units are manufactured using the wet-cast method.
- 2. Trim units including window sills, keystones and other items as indicated on Drawings.
- B. Fabricate units with sharp arris and accurately reproduced details, with indicated texture on all exposed surfaces unless otherwise indicated.
  - 1. Slope exposed horizontal surfaces 1:12 to drain unless otherwise indicated.
  - 2. Provide raised fillets at backs of sills and at ends indicated to be built into jambs.
  - 3. Provide drips on projecting elements unless otherwise indicated.

### C. Cure Units as Follows:

- 1. Cure units in enclosed, moist curing room at 95 percent relative humidity and temperature of 100 deg F (38 deg C) for 12 hours or 70 deg F (21 deg C) for 16 hours.
- 2. Keep units damp and continue curing to comply with one of the following:
  - a. No fewer than five days at mean daily temperature of 70 deg F (21 deg C) or above.
  - b. No fewer than seven days at mean daily temperature of 50 deg F (10 deg C) or above.
- D. Acid etch units after curing to remove cement film from surfaces to be exposed to view.
- E. Colors and Textures: As selected by Architect from manufacturer's full range.

### 2.2 ACCESSORIES

- A. Anchors: Type and size indicated, fabricated from Type 316 stainless steel complying with ASTM A240/A240M, ASTM A276/A276M, or ASTM A666.
- B. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cast stone manufacturer and expressly approved by cleaner manufacturer for use on cast stone and adjacent masonry materials.

## 2.3 MORTAR MIXES

- A. Comply with requirements in Section 044313.16 "Adhered Stone Masonry Veneer" for mortar mixes.
- B. Comply with ASTM C270, Proportion Specification.
  - 1. For setting mortar, use Type N.
  - 2. For pointing mortar, use Type N.

### 2.4 SOURCE QUALITY CONTROL

A. Engage a qualified independent testing agency to sample and test cast stone units according to ASTM C1364.

### PART 3 - EXECUTION

### 3.1 SETTING CAST STONE IN MORTAR

- A. Set cast stone as indicated in TMS 604.
- B. Install cast stone units to comply with requirements in Section 044313.16 "Adhered Stone Masonry Veneer."
- C. Set cast stone as indicated on Drawings. Set units accurately in locations indicated, with edges and faces aligned according to established relationships and indicated tolerances.
- D. Set units in full bed of mortar with full head joints unless otherwise indicated.
  - 1. Fill collar joints solid as units are set.
  - 2. Build concealed flashing into mortar joints as units are set.
- E. Rake out joints for pointing with mortar to depths of not less than 3/4 inch (19 mm). Rake joints to uniform depths with square bottoms and clean sides. Scrub faces of units to remove excess mortar as joints are raked.
- F. Point mortar joints by placing and compacting mortar in layers not greater than 3/8 inch (10 mm). Compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
- G. Tool exposed joints slightly concave when thumbprint hard. Use a smooth plastic jointer larger than joint thickness.

### 3.2 INSTALLATION TOLERANCES

- A. Variation from Plumb: Do not exceed 1/8 inch in 10 ft. (3 mm in 3 m), or 1/2 inch (12 mm) maximum.
- B. Variation from Level: Do not exceed 1/8 inch in 10 ft. (3 mm in 3 m), or 1/2 inch (12 mm) maximum.
- C. Variation in Joint Width: Do not vary joint thickness more than 1/8 inch in 36 inches (3 mm in 900 mm) or one-fourth of nominal joint width, whichever is less.
- D. Variation in Plane between Adjacent Surfaces (Lipping): Do not vary from flush alignment with adjacent units or adjacent surfaces indicated to be flush with units by more than 1/16 inch (1.5 mm), except where variation is due to warpage of units within tolerances specified.

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### 3.3 ADJUSTING AND CLEANING

- A. Remove and replace stained and otherwise damaged units and units not matching approved Samples. Cast stone may be repaired if methods and results are approved by Architect.
- B. Replace units in a manner that results in cast stone matching approved Samples, complying with other requirements, and showing no evidence of replacement.
- C. In-Progress Cleaning: Clean cast stone as work progresses.
  - 1. Remove mortar fins and smears before tooling joints.
  - 2. Remove excess sealant immediately, including spills, smears, and spatter.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed cast stone as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Test cleaning methods on sample; leave one sample uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of cast stone.
  - 3. Clean cast stone by methods described in Cast Stone Institute Technical Bulletin #39.

# **END OF SECTION 047200 - CAST STONE MASONRY**

#### SECTION 055000 - METAL FABRICATIONS

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Products furnished, but not installed, under this Section include the following:
  - 1. Loose steel lintels.

### PART 2 - PRODUCTS

### 2.1 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A36/A36M.

### 2.2 MISCELLANEOUS MATERIALS

- A. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
- B. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- C. Shrinkage-Resistant Grout: Factory-packaged, nonmetallic, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

### 2.3 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form exposed work with accurate angles and surfaces and straight edges.
- D. Weld corners and seams continuously to comply with the following:

- 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
- 2. Obtain fusion without undercut or overlap.
- 3. Remove welding flux immediately.
- 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

### 2.4 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.
- B. Galvanize and prime loose steel lintels located in exterior walls.
- C. Prime loose steel lintels located in exterior walls with zinc-rich primer.

# 2.5 GENERAL FINISH REQUIREMENTS

A. Finish metal fabrications after assembly.

### 2.6 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A153/A153M for steel and iron hardware and with ASTM A123/A123M for other steel and iron products.
  - 1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
- B. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:
  - 1. Galvanized-Steel Items: SSPC-SP 16, "Brush-off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals."
- C. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

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### PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

### 3.2 REPAIRS

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

### **END OF SECTION 055000 - METAL FABRICATIONS**

#### SECTION 061000 - ROUGH CARPENTRY

### PART 1 - GENERAL

### 1.1 SUMMARY

### A. Section Includes:

- 1. Framing with dimension lumber.
- 2. Wood blocking, cants and nailers.
- 3. Wood furring and grounds.

### 1.2 ACTION SUBMITTALS

### A. Product Data:

- 1. For each type of process and factory-fabricated product.
- 2. For preservative-treated wood products.

### 1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Power-driven fasteners.
  - 2. Post-installed anchors.
  - 3. Metal framing anchors.

### PART 2 - PRODUCTS

# 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Dress lumber, S4S, unless otherwise indicated.

#### B. Maximum Moisture Content:

- 1. Boards: 15 percent.
- 2. Dimension Lumber: 15 percent for 2-inch nominal (38-mm actual) thickness or less; 19 percent for more than 2-inch nominal (38-mm actual) thickness unless otherwise indicated.
- 3. Timber. 19 percent.

### 2.2 PRESERVATIVE TREATMENT

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
  - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
  - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
  - 4. Wood framing members that are less than 18 inches (460 mm) above the ground in crawlspaces or unexcavated areas.
  - 5. Wood floor plates that are installed over concrete slabs-on-grade.

### 2.3 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions by Grade: Construction or No. 2 grade.
  - 1. Application: All interior partitions.
  - 2. Species:
    - a. Southern pine or mixed southern pine; SPIB.
    - b. Northern species; NLGA.
    - c. Eastern softwoods; NeLMA.
    - d. Western woods: WCLIB or WWPA.
- B. Framing Other Than Non-Load-Bearing Partitions by Grade: No. 2 grade.
  - 1. Application: Framing other than interior partitions.
  - 2. Species:
    - a. Douglas fir-larch; WCLIB or WWPA.
    - b. Douglas fir-larch (north); NLGA.
- C. Framing Other Than Non-Load-Bearing Partitions by Performance: Any species and grade with a modulus of elasticity of at least 1,100,000 psi (7590 MPa) and an extreme fiber stress in bending

of at least 850 psi (5.86 MPa) for 2-inch nominal (38-mm actual) thickness and 12-inch nominal (286-mm actual) width for single-member use.

1. Application: Framing other than interior partitions.

### 2.4 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Cants.
  - 4. Furring.
  - 5. Grounds.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.
- C. Concealed Boards: 15 percent maximum moisture content and any of the following species and grades:
  - 1. Mixed southern pine or southern pine; No. 2 grade; SPIB.
  - 2. Eastern softwoods; No. 2 Common grade; NeLMA.
  - 3. Northern species; No. 2 Common grade; NLGA.
  - 4. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.

# 2.5 FASTENERS

- A. General: Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M.
- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- C. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, ICC-ES AC58, ICC-ES AC193 or ICC-ES AC308 as appropriate for the substrate.

### 2.6 METAL FRAMING ANCHORS

A. All wood connections are to be made using pre-fabricated connectors. Toe-nailing will not be permitted. Submit manufacturer's data for approval.

- B. Simpson Strong Tie connections have been specified to meet the structural calculations of plan elements.
- C. All wood connectors shall be provided in manufacturer's standard finish except for applications involving pressure treated or fire-retardant lumber. For treated lumber application, all metal connectors shall be hot dip galvanized.
- D. Allowable design loads, as published by manufacturer, are to meet or exceed those of basis-of-design products indicated. Manufacturer's published values are to be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors are to be punched for fasteners adequate to withstand same loads as framing anchors.
- E. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G60 (Z180) coating designation.
  - 1. Use for interior locations unless otherwise indicated.
- F. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A653/A653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick.
  - 1. Use for wood-preservative-treated lumber and where indicated.

### 2.7 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets:
  - 1. Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).
- C. Adhesives for Gluing Furring to Concrete or Masonry: Formulation complying with ASTM D3498 that is approved for use indicated by adhesive manufacturer.

#### PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

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- C. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
  - 2. ICC-ES evaluation report for fastener.

# 3.2 PROTECTION

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

**END OF SECTION 061000 - ROUGH CARPENTRY** 

#### SECTION 061600 - SHEATHING

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Wall sheathing.
  - 2. Roof sheathing.

### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of factory-fabricated product.

### 1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Wood-preservative-treated plywood.

### PART 2 - PRODUCTS

### 2.1 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat all plywood unless otherwise indicated.

### 2.2 WALL SHEATHING

A. Plywood Sheathing, Walls: Either DOC PS 1 or DOC PS 2, Exposure 1, Structural I sheathing, 5/8-inch thickness (15-mm).

### 2.3 ROOF SHEATHING

A. Plywood Sheathing, Roofs: Either DOC PS 1 or DOC PS 2, Exposure 1, Structural I sheathing, 5/8-inch thickness (15-mm).

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#### 2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. For roof and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M.

### 2.5 MISCELLANEOUS MATERIALS

A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with ASTM D3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

### PART 3 - EXECUTION

# 3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  - 1. Table 2304.10.1, "Fastening Schedule," in the ICC's International Building Code.
  - 2. ICC-ES evaluation report for fastener.
- D. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

### 3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
  - 1. Wall and Roof Sheathing:
    - a. Screw to wood framing. Apply a continuous bead of glue to framing members at edges of wall sheathing panels.
    - b. Space panels 1/8 inch (3 mm) apart at edges and ends.

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# **END OF SECTION 061600 - SHEATHING**

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### **SECTION 062023 - INTERIOR FINISH CARPENTRY**

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Interior trim.
  - 2. Interior paneling.
- B. Interior trim, panels, moldings, etc. depicted as new on the Drawings is intended to match existing dimensions, profiles and finishes of existing trim, panels, moldings, etc.

# 1.2 DEFINITIONS

- A. MDF: Medium-density fiberboard.
- B. MDO: Plywood with a medium-density overlay on the face.
- C. PVC: Polyvinyl chloride.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
- B. Samples: For each exposed product and for each color and texture specified.

### PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. For exposed lumber, mark grade stamp on end or back of each piece.
- B. Softwood Plywood: DOC PS 1.
- C. Hardboard: ANSI A135.4.
- D. MDF: ANSI A208.2, Grade 130.

- E. Particleboard: ANSI A208.1, Grade M-2.
- F. Melamine-Faced Particleboard: Particleboard complying with ANSI A208.1, Grade M-2, finished on both faces with thermally fused, melamine-impregnated decorative paper and complying with ISO 4586-3, Grade VGS.
  - 1. Color: White.

### 2.2 INTERIOR TRIM

- A. Hardwood Lumber Trim for Transparent Finish (Stain or Clear Finish):
  - 1. Species and Grade: Wood species to be selected to match existing wood species; NHLA Clear.
  - 2. Maximum Moisture Content: 9 percent.
  - 3. Finger Jointing: Not allowed.
  - 4. Gluing for Width: Use for lumber trim wider than 6 inches (150 mm).
  - 5. Veneered Material: Not allowed.
  - 6. Face Surface: Surfaced (smooth).
  - 7. Matching: Selected for compatible grain and color.
- B. Hardwood Moldings for Transparent Finish (Stain or Clear Finish): MMPA WM 4, N-grade wood moldings made to patterns included in MMPA's "HWM/Series Hardwood Moulding Patterns."
  - 1. Species: Wood species to be selected to match existing wood species.
  - 2. Maximum Moisture Content: 9 percent.
  - 3. Finger Jointing: Not allowed.
  - 4. Matching: Selected for compatible grain and color.
  - 5. Patterns: Refer to the Drawings for additional information regarding patterns and profiles.

### 2.3 PANELING

- A. Board Paneling, MMPA: Interior wood-board paneling complying with MMPA WM 9.
  - 1. Species: Wood species to be selected to match existing wood species.
  - 2. Grade: Clear No. 1.
  - 3. Maximum Moisture Content: 9 percent.
  - 4. Pattern: V-joint, tongue and groove, PT 82.
  - 5. Net Coverage Width: Not less than 2-3/4 inches (171 mm).

### 2.4 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.
- B. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer for general carpentry use.

- C. Paneling Adhesive: Comply with paneling manufacturer's written instructions for adhesives.
- D. Multipurpose Construction Adhesive: Formulation, complying with ASTM D3498, that is recommended for indicated use by adhesive manufacturer.

### PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.

### 3.2 INSTALLATION, GENERAL

- A. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials.
  - 1. Use concealed shims where necessary for alignment.
  - 2. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
  - 3. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
  - 4. Install to tolerance of 1/8 inch in 96 inches (3 mm in 2438 mm) for level and plumb. Install adjoining interior finish carpentry with 1/32-inch (0.8-mm) maximum offset for flush installation and 1/16-inch (1.5-mm) maximum offset for reveal installation.
  - 5. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.

### 3.3 INSTALLATION OF STANDING AND RUNNING TRIM

- A. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available.
  - 1. Do not use pieces less than 24 inches (610 mm) long, except where necessary.
  - 2. Stagger joints in adjacent and related standing and running trim.
  - 3. Cope at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint.
  - 4. Use scarf joints for end-to-end joints.
  - 5. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.
  - 6. Match color and grain pattern of trim for transparent finish (stain or clear finish) across joints.
  - 7. Install trim after gypsum-board joint finishing operations are completed.
  - 8. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting.

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- 9. Fasten to prevent movement or warping.
- 10. Countersink fastener heads on exposed carpentry work and fill holes.

### 3.4 INSTALLATION OF PANELING

- A. Hardboard Paneling: Install according to manufacturer's written instructions.
  - 1. Leave 1/4-inch (6-mm) gap to be covered with trim at top, bottom, and openings.
  - 2. Butt adjacent panels with moderate contact.
  - 3. Wood Stud or Furring Substrate: Install with 1-inch (25-mm) annular-ring shank hardboard nails.
  - 4. Plaster or Gypsum-Board Substrate: Install with 1-5/8-inch (41-mm) annular-ring shank hardboard nails.
  - 5. Nailing: Space nails 4 inches (100 mm) o.c. at panel perimeter and 8 inches (200 mm) o.c. at intermediate supports unless otherwise required by manufacturer.
- B. Board Paneling: Install according to manufacturer's written instructions.
  - 1. Install in full lengths without end joints.
  - 2. Select and arrange boards on each wall to minimize noticeable variations in grain character and color between adjacent boards.
  - 3. Install with uniform tight joints between boards.
  - 4. Fasten paneling by face nailing, setting nails, and filling over nail heads.

### END OF SECTION 062023 - INTERIOR FINISH CARPENTRY

### SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

### PART 1 - GENERAL

### 1.1 SUMMARY

### A. Section Includes:

- 1. Plastic-laminate-clad architectural cabinets.
- 2. Cabinet hardware and accessories.
- 3. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-clad architectural cabinets that are not concealed within other construction.

### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Apply AWI Quality Certification Program label to Shop Drawings.
- C. Samples: For each exposed product and for each color and texture specified.

#### 1.4 CLOSEOUT SUBMITTALS

A. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

# 1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
  - 1. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.
- B. Installer Qualifications: Manufacturer of products.

# 1.6 FIELD CONDITIONS

- A. Environmental Limitations without Humidity Control: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.
- B. Environmental Limitations with Humidity Control: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 43 and 70 percent during the remainder of the construction period.

#### PART 2 - PRODUCTS

### 2.1 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
  - 1. Provide labels from AWI certification program indicating that woodwork complies with requirements of grades specified.
    - a. This Project has been registered with AWI as AWI Quality Certification Program Number.
- B. Architectural Woodwork Standards Grade: Custom.
- C. Type of Construction: Frameless.
- D. Door and Drawer-Front Style: Flush overlay.
- E. High-Pressure Decorative Laminate: ISO 4586-3, grades as indicated or if not indicated, as required by quality standard.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Wilsonart LLC; Decorative Plastic Laminates or comparable product by one of the following:
    - a. Abet Laminati Inc.
    - b. Formica Corporation.
    - c. Lamin-Art, Inc.
    - d. Pionite: a Panolam Industries International, Inc. brand.

# F. Exposed Surfaces:

- 1. Plastic-Laminate Grade: HGS.
- 2. Edges: Grade HGS.
- 3. Pattern Direction: Vertically for doors and fixed panels, horizontally for drawer fronts.

- G. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, ISO 4586-3, grade to match exposed surface.
- H. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
  - 1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners
- I. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
  - 1. As selected by Architect from laminate manufacturer's full range in the following categories:
    - a. Wood grains, matte finish.
    - b. Patterns, matte finish.

#### 2.2 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
  - 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
  - 1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
  - 2. Thermally Fused Laminate (TFL) Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of ISO 4586.

## 2.3 CABINET HARDWARE AND ACCESSORIES

- A. Cabinet Hardware: Provide cabinet hardware and accessory materials associated with architectural cabinets.
- B. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 100 degrees of opening, self-closing.
- C. Back-Mounted Pulls: ANSI/BHMA A156.9, B02011.
- D. Wire Pulls: Back mounted, solid metal, 4 inches (100 mm) long, 5/16 inch (8 mm) in diameter.
- E. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.
- F. Drawer Slides: ANSI/BHMA A156.9.

- 1. Heavy-Duty (Grade 1HD-100 and Grade 1HD-200): Side mount.
  - a. Type: Full overtravel extension.
  - b. Material: Galvanized steel ball bearing slides.
  - c. Motion Feature: Soft close dampener and self-closing mechanism.
- G. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.
- H. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for ANSI/BHMA finish number indicated.
  - 1. Satin Stainless Steel: ANSI/BHMA 630.
- I. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.

## 2.4 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrousmetal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesive for Bonding Plastic Laminate: Type I, waterproof type as selected by fabricator to comply with requirements.
  - 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

## 2.5 FABRICATION

- A. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
- B. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

## PART 3 - EXECUTION

# 3.1 INSTALLATION

A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

- B. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm) using concealed shims.
  - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
  - 2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
  - 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch (38-mm) penetration into wood framing, blocking, or hanging strips.

END OF SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

#### SECTION 072100 - THERMAL INSULATION

## PART 1 - GENERAL

## 1.1 SUMMARY

#### A. Section Includes:

- 1. Extruded polystyrene foam-plastic board insulation.
- 2. Glass-fiber blanket insulation.
- 3. Mineral-wool blanket insulation.
- 4. Mineral-wool board insulation.

#### 1.2 ACTION SUBMITTALS

A. Product data.

## PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indexes less than Class C, 200 and 450 when tested in accordance with ASTM E84.
- B. Fire-Resistance Ratings: Comply with ASTM E119 or UL 263; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Indicate design designations from UL's "Fire Resistance Directory" or from listings of another qualified testing agency.
- C. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
- D. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches (305 mm) and wider in width.
- E. Thermal-Resistance Value (R-Value): R-value as indicated below in accordance with ASTM C518.
  - 1. R-Value at Walls: R-21.0
  - 2. R-Value at Roofs: R-38.0.

# 2.2 EXTRUDED POLYSTYRENE FOAM-PLASTIC BOARD INSULATION (XPS)

A. Extruded Polystyrene Board Insulation, Type IV: ASTM C578, Type IV, 25 psi (173 kPa) minimum compressive strength; unfaced.

# 2.3 GLASS-FIBER BLANKET INSULATION

A. Glass-Fiber Blanket Insulation, Kraft Faced: ASTM C665, Type II (nonreflective faced), Class C (faced surface not rated for flame propagation); Category 1 (membrane is a vapor barrier).

## 2.4 MINERAL-WOOL BLANKET INSULATION

A. Mineral-Wool Blanket Insulation, Unfaced Sound Attenuation Insulation: ASTM C665, Type I (blankets without membrane facing); consisting of fibers; complying with ASTM E136 for combustion characteristics.

## 2.5 MINERAL-WOOL BOARD INSULATION

- A. Mineral-Wool Board Insulation: ASTM C612, Type IA; unfaced, consisting of fibers; complying with ASTM E136 for combustion characteristics.
  - 1. Nominal Density: 4.0 lbs/cu. ft. (64 kg/cu. m).

## 2.6 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
  - 1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84.
  - 2. Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.
- B. Miscellaneous Application Accessories:
  - 1. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.
  - 2. Crack Sealer: Closed-cell insulating foam in aerosol dispenser recommended in writing by insulation manufacturer for filling gaps in board insulation.
  - 3. Detailing Foam Insulation for Voids: Urethane foam complying with AAMA 812, low expansion pressure suitable for filling insulation gaps and voids adjacent to openings to protect against water, air, and sound intrusion.

# PART 3 - EXECUTION

## 3.1 PREPARATION

A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or those that interfere with insulation attachment.

# 3.2 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products, applications and applicable codes.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
- D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

## 3.3 INSTALLATION OF FOUNDATION WALL INSULATION

- A. Butt panels together for tight fit.
- B. Adhesive Installation: Install with adhesive in accordance with manufacturer's written instructions.

## 3.4 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members in accordance with the following requirements:
  - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
  - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
  - 3. Maintain 3-inch (76-mm) clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
  - 4. For wood-framed construction, install blankets in accordance with ASTM C1320 and as follows:
    - a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.
  - 5. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.
    - a. Exterior Walls: Set units with facing placed toward interior of construction.
- B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:

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- 1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).
- 2. Detailing Foam Insulation for Voids: Apply in accordance with manufacturer's written instructions.

## 3.5 INSTALLATION OF BOARD INSULATION

A. Install board insulation in accordance with manufacturer's written instructions per project applications and conditions.

## 3.6 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.
- B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

# END OF SECTION 072100 - THERMAL INSULATION

#### SECTION 072500 - WEATHER BARRIERS

#### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Building paper.
  - 2. Drainage wrap.

# 1.2 ACTION SUBMITTALS

A. Product data.

## PART 2 - PRODUCTS

### 2.1 WEATHER BARRIERS

- A. Building Paper:
  - 1. Building Paper Types:
    - a. Type II, ASTM D226/D226M, (No. 30 asphalt-saturated organic felt), unperforated.

# 2.2 ACCESSORY MATERIALS

- A. Requirement: Provide primers, fasteners, seam tapes, flashing, transition strips, termination strips, joint sealants, counterflashing strips, flashing sheets and metal termination bars, termination mastic, substrate patching materials, adhesives, tapes, foam sealants, lap sealants, and other accessory materials that are recommended in writing by weather barrier manufacturer to produce a complete weather barrier assembly and that are compatible with primary weather barrier material and adjacent construction to which they may seal.
- B. Drainage Mat: Free-draining polymer-strand mesh sheets or strips with thickness not less than 1/4 inch (6 mm) and installed to full height of cavity, with additional strips 4 inches (102 mm) high above flashing locations and thick enough to fill entire depth of cavity to maintain a continuous open space behind exterior cladding.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Advanced Building Products Inc. Mortairvent CW; or comparable product by one of the following:
    - A. Hohmann & Barnard, Inc.
    - B. Keene Building Products.
    - C. Mortar Net Solutions.

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- D. Wire-Bond.
- E. York Manufacturing, Inc.
- 1. Location: Behind adhered masonry veneer.

# PART 3 - EXECUTION

# 3.1 INSTALLATION OF WEATHER BARRIERS

## A. Weather Barriers:

- 1. Building Paper: Comply with manufacturer's written instructions and warranty requirements.
- 2. Drainage Material: Comply with manufacturer's written instructions. Install continuous over building paper and beneath metal lath.
- B. Install weather barrier accessories for a complete installation with weather barriers in accordance with manufacturers written instructions.

# **END OF SECTION 072500 - WEATHER BARRIERS**

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# SECTION 075423 - THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

- 1. Adhered thermoplastic polyolefin (TPO) roofing system.
- 2. Accessory roofing materials.
- 3. Roof insulation.
- 4. Insulation accessories and cover board.
- 5. Asphalt materials.

## 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. For insulation and roof system component fasteners, include copy of FM Approvals' RoofNav listing.
- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
  - 1. Layout and thickness of insulation.
  - 2. Base flashings and membrane termination details.
  - 3. Flashing details at penetrations.
  - 4. Roof plan showing orientation of steel roof deck and orientation of roof membrane, fastening spacings, and patterns for mechanically fastened roofing system.
  - 5. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
  - 6. Tie-in with adjoining air barrier.
- C. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

## 1.4 INFORMATIONAL SUBMITTALS

# A. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

- a. Submit evidence of compliance with performance requirements.
- 2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- B. Sample warranties.

## 1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

## 1.6 QUALITY ASSURANCE

## A. Qualifications:

- 1. Manufacturers: A qualified manufacturer that is listed in FM Approvals' RoofNav for roofing system identical to that used for this Project.
- 2. Installers: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

#### 1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, non-prorated and without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Fifteen (15) years (non-prorated) for materials and labor for weather-tightness (no dollar limit) from date of Substantial Completion. Additionally, the installer shall provide a warranty and agree to repair or replace components of the membrane roofing system that fail due to workmanship for two (2) years from the date of Substantial Completion.

## PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Accelerated Weathering: Roof membrane to withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
- B. Impact Resistance: Roof membrane to resist impact damage when tested according to ASTM D3746, ASTM D4272, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- C. Wind Uplift Resistance: Design roofing system to resist wind uplift pressures when tested according to FM Approvals 4474, UL 580, or UL 1897 for a wind speed of 116-mph.

- D. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and are listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings.
  - 1. Fire/Windstorm Classification: Class 1A-90.
  - 2. Hail-Resistance Rating: FM Global Property Loss Prevention Data Sheet 1-34 MH.
- E. Energy Star Listing: Roofing system to be listed on the DOE's Energy Star "Roof Products Qualified Product List" for low-slope roof products.
- F. Energy Performance: Roofing system to have an initial solar reflectance of not less than 0.70 and an emissivity of not less than 0.75 when tested in accordance with ANSI/CRRC S100.
- G. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- H. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

# 2.2 THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

- A. TPO Sheet: ASTM D6878/D6878M, internally fabric- or scrim-reinforced, TPO sheet.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Carlisle SynTec Incorporated; Sure-Weld TPO Reinforced Membranes; or comparable product by one of the following:
    - a. Firestone Building Products.
    - b. GAF
    - c. GenFlex Roofing Systems.
    - d. Versico Roofing Systems.
  - 2. Thickness: 45 mils (1.1 mm), nominal.
  - 3. Exposed Face Color: Gray.

# 2.3 ACCESSORY ROOFING MATERIALS

- A. General: Accessory materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
  - 1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard unreinforced TPO sheet flashing, 55 mils (1.4 mm) thick, minimum, of same color as TPO sheet.
- C. Bonding Adhesive: Manufacturer's standard, water based.

- D. Slip Sheet: ASTM D2178/D2178M, Type IV; glass fiber; asphalt-impregnated felt.
- E. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- F. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.
- G. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

## 2.4 ROOF INSULATION

- A. Composite Polyisocyanurate Board Insulation: ASTM C1289, with factory-applied facing board on one major surface, as indicated below by type, and felt or glass-fiber mat facer on the other.
  - 1. Facer: Type V, oriented strand board facer, 7/16 inch (11 mm) thick.
  - 2. Size: 48 by 96 inches (1219 by 2438 mm).
  - 3. Thickness: 1.50-inches.

# 2.5 INSULATION ACCESSORIES AND COVER BOARD

- A. Fasteners: Factory-coated steel fasteners with metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- B. Induction-Welding Plates: Minimum 3-inch (76-mm) diameter with recessed center, 0.034-inch (0.86-mm) thick, aluminum-zinc alloy-coated steel plates, factory-coated with adhesive formulated for roof membrane, with corresponding corrosion-resistant fasteners and thermal isolation spacers below plates.
- C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:
  - 1. Modified asphaltic, asbestos-free, cold-applied adhesive.
- D. Protection Mat: Woven or nonwoven polypropylene, polyolefin, or polyester fabric; water permeable and resistant to UV degradation; type and weight as recommended by roofing system manufacturer for application.

# 2.6 ASPHALT MATERIALS

- A. Roofing Asphalt: ASTM D6152/D6152M, SEBS modified.
- B. Asphalt Primer: ASTM D41/D41M.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

## 3.2 PREPARATION

- A. Perform fastener-pullout tests according to roof system manufacturer's written instructions.
  - 1. Submit test result within 24 hours after performing tests.
    - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

# 3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, FM Approvals' RoofNav listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning Work on adjoining roofing.

# 3.4 INSTALLATION OF INSULATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and roof insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Wood Panel Decking:
  - 1. Mechanically fasten slip sheet to roof deck using mechanical fasteners specifically designed and sized for fastening slip sheet to wood panel decks.
    - a. Fasten slip sheet to resist specified uplift pressure at corners, perimeter, and field of roof.
  - 2. Install base layer of insulation with joints staggered not less than 24 inches (610 mm) in adjacent rows.
    - a. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.

- b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
- c. Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.
- d. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
- e. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- f. Loosely lay base layer of insulation units over substrate.
- 3. Mechanically attach base layer of insulation using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to wood panel decks.
  - a. Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof
- 4. Install upper layers of insulation with joints of each layer offset not less than 12 inches (305 mm) from previous layer of insulation.
  - a. Staggered end joints within each layer not less than 24 inches (610 mm) in adjacent rows.
  - b. Install with long joints continuous and with end joints staggered not less than 12 inches (305 mm) in adjacent rows.
  - c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  - d. Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.
  - e. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
  - f. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
  - g. Loosely lay each layer of insulation units over substrate.
  - h. Adhere each layer of insulation to substrate using adhesive according to FM Global Property Loss Prevention Data Sheet 1-29, as follows:
    - 1) Set each layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F (14 deg C) of equiviscous temperature.
    - 2) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
    - 3) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- D. Place thermal spacers and plates on insulation in required fastening patterns to achieve FM rating and secure in accordance with manufacturer's instructions.
  - 1. Install plates and fasteners tight and flat to substrate with no dimpling, and with fastener extending 1 inch (25 mm) minimum into roof deck; do not overdrive fasteners.

## 3.5 INSTALLATION OF ADHERED ROOF MEMBRANE

A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.

- B. Unroll roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeter of roofing.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. Seams: Clean seam areas, overlap roof membrane, and hot-air weld side and end laps of roof membrane and sheet flashings, to ensure a watertight seam installation.
  - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.
  - 2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
  - 3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.

## 3.6 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

# 3.7 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.
- B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.

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## 3.8 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075423 - THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING

#### SECTION 076200 - SHEET METAL FLASHING AND TRIM

## PART 1 - GENERAL

## 1.1 SUMMARY

#### A. Section Includes:

- 1. Sheet metal materials.
- 2. Underlayment.
- 3. Miscellaneous materials.

#### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

## 1.3 ACTION SUBMITTALS

- A. Product data.
- B. Shop Drawings: For sheet metal flashing and trim.
  - 1. Plans, elevations, sections, and attachment details.
  - 2. Fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.
  - 3. Identification of material, thickness, weight, and finish for each item and location in Project.
  - 4. Details for forming, including profiles, shapes, seams, and dimensions.
  - 5. Details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
  - 6. Details of termination points and assemblies.
  - 7. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
  - 8. Details of edge conditions, including eaves, ridges, valleys, rakes, crickets, flashings, and counterflashings.
  - 9. Details of special conditions.
  - 10. Details of connections to adjoining work.
  - 11. Formed flashing and trim at scale of not less than 1-1/2 inches per 12 inches (1:10).

# 1.4 INFORMATIONAL SUBMITTALS

A. Certificates: For each type of coping and roof edge flashing that is ANSI/SPRI/FM 4435/ES-1 tested and FM Approvals approved.

# 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Entity that employs a supervisor who is an NRCA ProCertified Roofing Foreman.
- B. For roof edge flashings and copings that are ANSI/SPRI/FM 4435/ES-1 tested and FM Approvals approved, shop is to be listed as able to fabricate required details as tested and approved.

## 1.6 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: Ten (10) years from date of Substantial Completion.

## PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. FM Approvals Listing: Manufacture and install roof edge flashings and copings that comply with requirements in FM Approvals 4471 as part of a roofing system and that are listed in FM Approvals' "Approval Guide" and approved for windstorm classification, Class 1A-90. Identify materials with name of fabricator and design approved by FM Approvals.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

## 2.2 SHEET METAL MATERIALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: Coil-coated sheet, ASTM B209/B209M, alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.
  - 1. Thickness: 0.032 inch (0.81 mm) minimum.
  - 2. Surface: Smooth, flat.
  - 3. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 4. Color: As selected by Architect from manufacturer's full range.
  - 5. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil (0.013 mm).
- C. Stainless Steel Sheet: ASTM A240/A240M, Type 304, dead soft, fully annealed.
  - 1. Nominal Thickness: 0.0250 inch (0.635 mm) minimum.
  - 2. Surface: Smooth, flat.
  - 3. Exterior Finish: ASTM A480/A480M No. 4.
    - a. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
    - b. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
      - 1) Run grain of directional finishes with long dimension of each piece.
      - 2) When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

# 2.3 UNDERLAYMENT

- A. Self-Adhering, High-Temperature Sheet Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 30 mils (0.76 mm) thick, specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer when recommended by underlayment manufacturer.
  - 1. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D1970/D1970M.
  - 2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (minus 29 deg C) or lower; ASTM D1970/D1970M.

- B. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.
- C. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m) minimum, of type required for application.

## 2.4 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
  - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
  - 3. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- D. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- G. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- H. Asphalt Roofing Cement: ASTM D4586/D4586M, asbestos free, of consistency required for application.
- I. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.

- 1. Material: Stainless steel, 0.0188 inch (0.477 mm) thick.
- 2. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
- 3. Accessories:
  - a. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
  - b. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.
- 4. Finish: Mill.

# 2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
  - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
  - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

### B. Fabrication Tolerances:

- 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 ft. (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- 2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

## G. Seams:

- 1. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- 2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

## 2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Downspouts: Fabricate round downspouts to dimensions indicated on Drawings, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.
  - 1. Fabricate from the following materials:
    - a. Aluminum: 0.040 inch (1.02 mm) thick.
- B. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch- (100-mm-) wide wall flanges to interior, and base extending 4 inches (100 mm) beyond cant or tapered strip into field of roof. Fabricate from the following materials:
  - 1. Stainless Steel: 0.0188 inch (0.477 mm) thick.
- C. Conductor Heads: Fabricate conductor heads with flanged back and stiffened top edge and of dimensions and shape required, complete with outlet tubes, exterior flange trim. Fabricate from the following materials:
  - 1. Aluminum: 0.040 inch (1.02 mm) thick.

## 2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Copings: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 12 ft.- (3.6 m) long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and interior leg. Miter corners, fasten and seal watertight. Shop fabricate interior and exterior corners.
  - 1. Fabricate from the following materials:
    - a. Aluminum: 0.050 inch (1.27 mm) thick.
- B. Base Flashing: Fabricate from the following materials:
  - 1. Stainless Steel: 0.0188 inch (0.477 mm) thick.
- C. Counterflashing: Fabricate from the following materials:
  - 1. Stainless Steel: 0.0188 inch (0.477 mm) thick.

## 2.8 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- (2400-mm-) long, but not exceeding 12 ft. (3.6 m) long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches (150 mm) beyond each side of wall openings; and form with 2-inch- (50-mm-) high, end dams. Fabricate from the following materials:
  - 1. Stainless Steel: 0.0156 inch (0.396 mm) thick.
- B. Opening Flashings in Frame Construction: Fabricate head, sill, and similar flashings to extend 4 inches (100 mm) beyond wall openings. Form head and sill flashing with 2-inch- (50-mm-) high, end dams. Fabricate from the following materials:
  - 1. Stainless Steel: 0.0156 inch (0.396 mm) thick.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrates, and other conditions affecting performance of the Work.
  - 1. Verify compliance with requirements for installation tolerances of substrates.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  - 3. Verify that air- or water-resistant barriers have been installed over substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 INSTALLATION OF UNDERLAYMENT

- A. Self-Adhering, High-Temperature Sheet Underlayment:
  - 1. Install self-adhering, high-temperature sheet underlayment; wrinkle free.
  - 2. Prime substrate if recommended by underlayment manufacturer.
  - 3. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures.
  - 4. Apply in shingle fashion to shed water, with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses.
  - 5. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps and edges with roller.
  - 6. Roll laps and edges with roller.
  - 7. Cover underlayment within 14 days.
- B. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim.

- 1. Install in shingle fashion to shed water.
- 2. Lap joints not less than 2 inches (50 mm).
- C. Install slip sheet, wrinkle free, over underlayment before installing sheet metal flashing and trim.
  - 1. Install in shingle fashion to shed water.
  - 2. Lapp joints not less than 4 inches (100 mm).

# 3.3 INSTALLATION OF SHEET METAL FLASHING AND TRIM, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
  - 1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of sealant.
  - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
  - 5. Install continuous cleats with fasteners spaced not more than 12 inches (300 mm) o.c.
  - 6. Space individual cleats not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  - 7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
  - 8. Do not field cut sheet metal flashing and trim by torch.
  - 9. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressuretreated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
  - 1. Coat concealed side of uncoated-aluminum and stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
  - 1. Space movement joints at maximum of 10 ft. (3 m) with no joints within 24 inches (600 mm) of corner or intersection.
  - 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.

- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
  - 1. Use sealant-filled joints unless otherwise indicated.
    - a. Embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant.
    - b. Form joints to completely conceal sealant.
    - c. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way.
    - d. Adjust setting proportionately for installation at higher ambient temperatures.
      - 1) Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
- G. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

## 3.4 INSTALLATION OF ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Downspouts:
  - 1. Join sections with 1-1/2-inch (38-mm) telescoping joints.
  - 2. Provide hangers with fasteners designed to hold downspouts securely to walls.
  - 3. Locate hangers at top and bottom and at approximately 60 inches (1500 mm) o.c.
  - 4. Provide elbows at base of downspout to direct water away from building.
- C. Parapet Scuppers:
  - 1. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
  - 2. Anchor scupper closure trim flange to exterior wall and seal with elastomeric sealant to scupper.
  - 3. Loosely lock front edge of scupper with conductor head.
  - 4. Seal with elastomeric sealant exterior wall scupper flanges into back of conductor head.
- D. Conductor Heads: Anchor securely to wall, with elevation of conductor head rim at minimum of 1 inch (25 mm) below scupper discharge.

# 3.5 INSTALLATION OF SLOPED ROOF SHEET METAL FABRICATIONS

- A. Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard.
  - 1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.

2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

# B. Roof Edge Flashing:

- 1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
- 2. Anchor to resist uplift and outward forces in accordance with recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.

# C. Copings:

- 1. Install copings in accordance with ANSI/SPRI/FM 4435/ES-1.
- 2. Anchor to resist uplift and outward forces in accordance with recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.
  - 1. Insert counterflashing in reglets or receivers and fit tightly to base flashing.
  - 2. Extend counterflashing 4 inches (100 mm) over base flashing.
  - 3. Lap counterflashing joints minimum of 4 inches (100 mm).

## 3.6 INSTALLATION OF WALL SHEET METAL FABRICATIONS

- A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill and similar flashings to extend 4 inches (100 mm) beyond wall openings.

# 3.7 INSTALLATION TOLERANCES

A. Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 ft. (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

## 3.8 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.

## 3.9 PROTECTION

A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

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B. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 076200 - SHEET METAL FLASHING AND TRIM

#### SECTION 081213 - HOLLOW METAL FRAMES

## PART 1 - GENERAL

# 1.1 SUMMARY

## A. Section Includes:

- 1. Interior standard steel frames.
- 2. Borrowed lites.

# 1.2 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Schedule: Prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings.

## 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity.

## 1.5 PROJECT CONDITIONS

A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

#### 1.6 COORDINATION

A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Basis-of-Design Product; Subject to compliance with requirements, provide Steelcraft, Allegion, plc; or comparable product by one of the following:
  - 1. CECO Door Products.
  - 2. Curries Company.
  - 3. Dayton Industries, Inc.
  - 4. Gensteel Doors USA, LLC
  - 5. Overly Door Company
  - 6. Republic Doors and Frames, Allegion, plc

## 2.2 STANDARD STEEL FRAMES

- A. Construct hollow-metal frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Interior Frames: SDI A250.8. At locations indicated in the Door and Frame Schedule on Drawings.
  - 1. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch (1.3 mm).
  - 2. Sidelite Frames: Fabricated from same thickness material as adjacent door frame.
  - 3. Construction: Knocked down.
  - 4. Exposed Finish: Prime.

# 2.3 BORROWED LITES

- A. Fabricate of uncoated steel sheet, minimum thickness of 0.053 inch (1.3 mm).
- B. Construction: Full profile welded.

#### 2.4 FRAME ANCHORS

## A. Jamb Anchors:

1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.

- 2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches (610 mm) of frame height above 7 feet (2.1 m).
- B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.
- C. Material: ASTM A879/A879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.

## 2.5 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A153/A153M.
- D. Power-Actuated Fasteners in Concrete: Fabricated from corrosion-resistant materials.
- E. Glazing: Comply with requirements in Section 088000 "Glazing."

## 2.6 FABRICATION

- A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
  - 1. Sidelite Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by welding.
  - 2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  - 3. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
    - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
    - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- B. Hardware Preparation: Factory prepare hollow-metal frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule on Drawings, and templates.
  - 1. Reinforce frames to receive nontemplated, mortised, and surface-mounted door hardware.
  - 2. Comply with BHMA A156.115 for preparing hollow-metal frames for hardware.
- C. Glazed Lites: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted hairline joints.

- 1. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
- 2. Provide fixed frame moldings on outside of exterior and on secure side of interior frames. Provide loose stops and moldings on inside of hollow-metal frames.
- 3. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.
- 4. Provide stops for installation with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches (230 mm) o.c. and not more than 2 inches (51 mm) o.c. from each corner.

## 2.7 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
  - 1. Shop Primer: SDI A250.10.

#### PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. General: Install hollow-metal frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions. Comply with SDI A250.11.
- B. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
  - 1. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
  - 2. Install frames with removable stops located on secure side of opening.
- C. Floor Anchors: Secure with postinstalled expansion anchors.
- D. Solidly pack mineral-fiber insulation inside frames.
- E. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
  - 1. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
  - 2. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
  - 3. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - 4. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.

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F. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.

# 3.2 CLEANING AND TOUCHUP

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- B. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

# **END OF SECTION 081213 - HOLLOW METAL FRAMES**

#### SECTION 081416 - FLUSH WOOD DOORS

## PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

- 1. Five-ply flush wood veneer-faced doors for transparent finish.
- 2. Factory fitting flush wood doors to frames and factory machining for hardware.

# B. Related Requirements:

- 1. Section 088000 "Glazing" for glass view panels in flush wood doors for field installation.
- C. Standards and References: Comply with the version year adopted by the Authority Having Jurisdiction.
  - 1. ANSI A117.1 Accessible and Usable Buildings and Facilities.
  - 2. ANSI A208.1 Wood Particleboard.
  - 3. Intertek Testing Service (ITS Warnock Hersey) Certification Listings for Fire Doors.
  - 4. NFPA 80 Standard for Fire Doors and Fire Windows; National Fire Protection Association.
  - 5. NFPA 252 Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
  - 6. UL 10C Positive Pressure Fire Tests of Door Assemblies; UL 1784 Standard for Air Leakage Tests of Door Assemblies.
  - 7. Window and Door Manufacturers Association WDMA I.S.1-A Architectural Wood Flush Doors.
  - 8. UL 752 Standard for Bullet Resistant Equipment.

## 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product, including the following:
  - 1. Door core materials and construction.
  - 2. Door edge construction
  - 3. Door face type and characteristics.
  - 4. Door trim for openings.
  - 5. Factory-machining criteria.

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- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each type of door; construction details not covered in Product Data; and the following:
  - 1. Door schedule indicating door location, type, size, fire protection rating, and swing.
  - 2. Door elevations, dimension and locations of hardware, lite and louver cutouts, and glazing thicknesses.
  - 3. Details of frame for each frame type, including dimensions and profile.
  - 4. Dimensions and locations of blocking for hardware attachment.
  - 5. Clearances and undercuts.
  - 6. Apply AWI Quality Certification Program label to Shop Drawings.

# 1.4 QUALITY ASSURANCE

A. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.

# 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package factory finished wood veneer doors individually in plastic bags or cardboard cartons.
- C. Mark each door on the top rail with the opening number, door handling, and door construction, including face veneer type used on Shop Drawings. Do not apply any information to the bottom rail.

#### 1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 25 and 55 percent during remainder of construction period.

## 1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section of a 1.75 inch (44.5 mm) thick door.
    - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.
  - 2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
  - 3. Warranty Period for Solid-Core Interior Doors: Life of installation.

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#### PART 2 - PRODUCTS

- 2.1 FLUSH WOOD DOORS AND FRAMES, GENERAL
  - A. Quality Standard: In addition to requirements specified, comply with ANSI/WDMA I.S. 1A.
    - 1. Provide certificates from AWI certification program indicating that doors comply with requirements of grades specified.

# 2.2 SOLID-CORE, FIVE-PLY FLUSH WOOD VENEER-FACED DOORS FOR TRANSPARENT FINISH

- A. Interior Doors, Solid-Core Five-Ply Veneer-Faced; Type B and Type C:
- B. Basis-of-Design Product; Subject to compliance with requirements, provide Eggers Industies solid core wood doors; or comparable product by one of the following:
  - 1. Graham Wood Doors; an Assa Abloy Group company.
  - 2. Haley Brothers, Inc.
  - 3. Masonite Architectural.
  - 4. Oregon Doors.
  - 5. Oshkosh Door Company.
  - 6. Vancouver Door Company.
  - 7. VT Industries, Inc.
  - 8. Performance Grade: ANSI/WDMA I.S. 1A Heavy Duty.
  - 9. ANSI/WDMA I.S. 1A Grade: Custom.
  - 10. Faces: Single-ply wood veneer not less than 1/50 inch (0.508 mm) thick.
    - a. Species: Select white birch.
    - b. Cut: Plain sliced (flat sliced).
    - c. Match between Veneer Leaves: Book match.
    - d. Assembly of Veneer Leaves on Door Faces: Center-balance match.
    - e. Pair and Set Match: Provide for doors hung in same opening.
  - 11. Exposed Vertical and Top Edges: Same species as faces or a compatible species Architectural Woodwork Standards edge Type A.
  - 12. Core for Non-Fire-Rated Doors:
    - a. ANSI A208.1, Grade LD-1 particleboard.
      - 1) Blocking: Provide wood blocking in particleboard-core doors as follows:
        - a) 5-inch (125-mm) top-rail blocking, in doors indicated to have closers.
        - b) 5-inch (125-mm) bottom-rail blocking, in exterior doors and doors indicated to have kick, mop, or armor plates.

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13. Construction: Five plies, hot-pressed bonded (vertical and horizontal edging is bonded to core), with entire unit abrasive planed before veneering.

#### 2.3 LIGHT FRAMES AND LOUVERS

- A. Wood Beads for Light Openings in Wood Doors: Provide manufacturer's standard wood beads unless otherwise indicated.
  - 1. Wood Species: Same species as door faces.
  - 2. Profile: Flush rectangular beads.

## 2.4 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated.
  - 1. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
- B. Factory machine doors for hardware that is not surface applied.
  - 1. Locate hardware to comply with DHI-WDHS-3.
  - 2. Comply with final hardware schedules, door frame Shop Drawings, ANSI/BHMA-156.115-W, and hardware templates.
  - 3. Coordinate with hardware mortises in metal frames, to verify dimensions and alignment before factory machining.
- C. Openings: Factory cut and trim openings through doors.
  - 1. Light Openings: Trim openings with moldings of material and profile indicated.
  - 2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Hardware: For installation, see Section 087100 "Door Hardware."
- B. Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
- C. Job-Fitted Doors:
  - 1. Align and fit doors in frames with uniform clearances and bevels as indicated below.
  - 2. Machine doors for hardware.
  - 3. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
  - 4. Clearances:

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- a. Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors.
- b. Provide 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering unless otherwise indicated on Drawings.
- c. Where threshold is shown or scheduled, provide 1/4 inch (6.4 mm) from bottom of door to top of threshold unless otherwise indicated.
- 5. Bevel non-fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock and hinge edges.
- D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.

## 3.2 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

## END OF SECTION 081416 - FLUSH WOOD DOORS

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#### SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

#### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Aluminum-framed entrance and storefront systems.

## 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

# 1.3 ACTION SUBMITTALS

- A. Product data.
- B. Shop Drawings:
  - 1. Plans, elevations, sections, full-size details, and attachments to other work.
  - 2. Connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
  - 3. Point-to-point wiring diagrams.
- C. Samples: Manufacturer's standard color sheets, showing full range of available colors for each type of exposed finish.
- D. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Source quality-control reports.
- C. Sample warranties.

## 1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

# 1.6 QUALITY ASSURANCE

# A. Installer Qualifications:

- 1. Entity that is certified under the North American Contractor Certification Program (NACC) and that employs installers and supervisors who are trained and approved by manufacturer and who are certified under the Architectural Glass and Metal Technician (AGMT) certification program.
- B. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
  - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

#### 1.7 WARRANTY

- A. Special Warranty: Manufacturer and Installer agree to repair or replace components of aluminum-framed entrance and storefront systems that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Three (3) years from date of Substantial Completion.
- B. Special Finish Warranty, Factory-Applied Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of baked-enamel, powder-coat, or organic finishes within specified warranty period.
  - 1. Warranty Period: Ten (10) years from date of Substantial Completion.

#### PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrance and storefront systems representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
  - 1. Aluminum-framed entrance and storefront systems to withstand movements of supporting structure, including, but not limited to, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
  - 2. Failure also includes the following:
    - a. Thermal stresses transferring to building structure.
    - b. Glass breakage.

- c. Noise or vibration created by wind and thermal and structural movements.
- d. Loosening or weakening of fasteners, attachments, and other components.
- e. Failure of operating units.
- B. Deflection of Framing Members Supporting Glass: At design wind load of 116-mph, as follows:
  - 1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans of up to 13 feet 6 inches (4.1 m) and to 1/240 of clear span plus 1/4 inch (6.35 mm) for spans greater than 13 feet 6 inches (4.1 m).
  - 2. Deflection Parallel to Glazing Plane: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8 inch (3.2 mm).
    - a. Operable Units: Provide a minimum 1/16-inch (1.6-mm) clearance between framing members and operable units.
  - 3. Cantilever Deflection: Limited to 2L/175 at unsupported cantilevers.
- C. Structural: Test in accordance with ASTM E330/E330M as follows:
  - 1. When tested at positive and negative wind-load design pressures, storefront assemblies, including entrance doors, do not evidence deflection exceeding specified limits.
  - 2. When tested at 150 percent of positive and negative wind-load design pressures, storefront assemblies, including entrance doors and anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
  - 3. Test Durations: As required by design wind velocity, but not less than Ten (10) seconds.
- D. Water Penetration under Static Pressure: Test in accordance with ASTM E331 as follows:
  - 1. No evidence of water penetration through fixed glazing and framing areas, including entrance doors, when tested in accordance with a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft. (300 Pa).
- E. Energy Performance: Certified and labeled by manufacturer for energy performance as follows:
  - 1. Thermal Transmittance (U-factor):
    - a. Fixed Glazing and Framing Areas: U-factor for the system of not more than 0.36 Btu/sq. ft. x h x deg F (2.04 W/sq. m x K) as determined in accordance with NFRC 100.
    - b. Entrance Doors: U-factor of not more than 0.77 Btu/sq. ft. x h x deg F (4.37 W/sq. m x K) as determined in accordance with NFRC 100.
  - 2. Solar Heat-Gain Coefficient (SHGC):
    - a. Fixed Glazing and Framing Areas: SHGC for the system of not more than 0.23 as determined in accordance with NFRC 200.

b. Entrance Doors: SHGC of not more than 0.35 as determined in accordance with NFRC 200.

# 3. Air Leakage:

- a. Fixed Glazing and Framing Areas: Air leakage for the system of not more than 0.06 cfm/sq. ft. (0.30 L/s per sq. m) at a static-air-pressure differential of 6.24 lbf/sq. ft. (300 Pa) when tested in accordance with ASTM E283.
- b. Entrance Doors: Air leakage of not more than 1.0 cfm/sq. ft. (5.08 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).
- 4. Condensation Resistance Factor (CRF):
  - a. Fixed Glazing and Framing Areas: CRF for the system of not less than 70 as determined in accordance with AAMA 1503.
  - b. Entrance Doors: CRF of not less than 68 as determined in accordance with AAMA 1503.
- F. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

#### 2.2 ALUMINUM-FRAMED ENTRANCE AND STOREFRONT SYSTEMS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide YES 45 TU Center Set Storefront System by YKK AP America, Inc.; or comparable product by one of the following:
  - 1. Boyd Aluminum Manufacturing Company.
  - 2. EFCO Corporation
  - 3. Kawneer North America, an Alcoa Company.
  - 4. Trulite Glass & Aluminum Solutions, LLC.
  - 5. Tubelite, Inc.
- B. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
  - 1. Exterior Framing Construction: Thermally broken.
    - a. Frame Size: 2 by 4.5 inches (51 by 114 mm).
  - 2. Glazing System: Retained with gaskets on four sides.
    - a. Glazing Thickness: 1 inch (25 mm).
  - 3. Glazing Plane: Center set.
  - 4. Finish: High performance organic finish.
  - 5. Fabrication Method: Field-fabricated stick system.

- 6. Aluminum: 6063 T6 alloy and temper recommended by manufacturer for type of use and finish indicated.
- 7. Steel Reinforcement: As required by manufacturer.
- C. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- E. Entrance Doors Basis-of-Design Product: Subject to compliance with requirements, provide 35D Medium Stile Entrance System by YKK AP America, Inc.; or comparable product by one of the following:
  - 1. Boyd Aluminum Manufacturing Company.
  - 2. EFCO Corporation
  - 3. Kawneer North America, an Alcoa Company.
  - 4. Trulite Glass & Aluminum Solutions, LLC.
  - 5. Tubelite, Inc.
- F. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.
  - 1. Door Construction: 1.75-inch (44.5-mm) overall thickness, with nominal 0.125-inch- (3.2-mm-) thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded.
  - 2. Door Design: Medium stile; 3-1/2-inch (88.9-mm) nominal width.
  - 3. Rail Design: 10-inch (254-mm) nominal height at bottom.
  - 4. Glazing Stops and Gaskets: Square, snap-on, extruded-aluminum stops and preformed gaskets.
    - a. Provide optional nonremovable glazing stops on outside of door.
  - 5. Finish: Match adjacent storefront framing finish.

## 2.3 ENTRANCE DOOR HARDWARE

- A. Entrance Door Hardware: Hardware not specified in this Section is specified in Section 087100 "Door Hardware."
- B. General: Provide entrance door hardware and entrance door hardware sets indicated in door and frame schedule for each entrance door, to comply with requirements in this Section.
  - 1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products.
  - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
  - 3. Opening-Force Requirements:

- a. Egress Doors: Not more than 15 lbf (67 N) to release the latch and not more than 30 lbf (133 N) to set the door in motion and not more than 15 lbf (67 N) to open the door to its minimum required width.
- C. Designations: Requirements for design, grade, function, finish, quantity, size, and other distinctive qualities of each type of entrance door hardware are indicated in Section 087100 "Door Hardware." Products are identified by using entrance door hardware designations as follows:
  - 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in "Door Hardware Sets" Article.
- D. Continuous-Gear Hinges: BHMA A156.26.
- E. Mortise Auxiliary Locks: BHMA A156.5, Grade 1.
- F. Manual Flush Bolts: BHMA A156.16, Grade 1.
- G. Cylinders:
  - 1. As specified in Section 087100 "Door Hardware."
  - 2. BHMA A156.5, Grade 1.
    - a. Keying: Master key system. Permanently inscribe each key with a visual key control number and include notation "DO NOT DUPLICATE".
- H. Strikes: Provide strike with black-plastic dust box for each latch or lock bolt; fabricated for aluminum framing.
- I. Operating Trim: BHMA A156.6.
- J. Concealed Overhead Holders and Stops: BHMA A156.8, Grade 1.
- K. Weather Stripping: Manufacturer's standard replaceable components.
  - Compression Type: Made of ASTM D2000 molded neoprene or ASTM D2287 molded PVC
  - 2. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.
- L. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.
- M. Thresholds: BHMA A156.21 raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2 inch (12.7 mm).

## 2.4 GLAZING

A. Glazing: Comply with Section 088000 "Glazing."

- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: As recommended by manufacturer.

## 2.5 MATERIALS

- A. Sheet and Plate: ASTM B209 (ASTM B209M).
- B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221 (ASTM B221M).
- C. Structural Profiles: ASTM B308/B308M.
- D. Steel Reinforcement:
  - 1. Structural Shapes, Plates, and Bars: ASTM A36/A36M.
  - 2. Cold-Rolled Sheet and Strip: ASTM A1008/A1008M.
  - 3. Hot-Rolled Sheet and Strip: ASTM A1011/A1011M.
- E. Steel Reinforcement Primer: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods in accordance with recommendations in SSPC-SP COM, and prepare surfaces in accordance with applicable SSPC standard.

## 2.6 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fitted joints with ends coped or mitered.
  - 3. Physical and thermal isolation of glazing from framing members.
  - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  - 5. Provisions for field replacement of glazing from interior.
  - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
- F. Entrance Doors: Reinforce doors as required for installing entrance door hardware.

- G. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- H. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.

#### 2.7 ALUMINUM FINISHES

- A. High-Performance Organic Finish, Two-Coat PVDF: Fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat.
  - 1. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 2. Color and Gloss: As selected by Architect from manufacturer's full range.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION OF ALUMINUM-FRAMED ENTRANCE AND STOREFRONT SYSTEMS

- A. Comply with manufacturer's written instructions.
- B. Do not install damaged components.
- C. Fit joints to produce hairline joints free of burrs and distortion.
- D. Rigidly secure nonmovement joints.
- E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- F. Seal perimeter and other joints watertight unless otherwise indicated.

## G. Metal Protection:

- 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
- 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- H. Set continuous sill members and flashing in full sealant bed, as specified in Section 079200 "Joint Sealants," to produce weathertight installation.
- I. Install joint filler behind sealant as recommended by sealant manufacturer.
- J. Install components plumb and true in alignment with established lines and grades.
- K. Install entrance doors to produce smooth operation and tight fit at contact points.

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- 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
- 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware in accordance with entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.
- L. Install glazing as specified in Section 088000 "Glazing."

END OF SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

#### **SECTION 085113 - ALUMINUM WINDOWS**

#### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Aluminum windows.

#### 1.2 COORDINATION

A. Finish Matching: Coordinate all exposed exterior aluminum components and trim to ensure uniform and consistent color and appearance. Use products specified in this Section as a benchmark. Architect's decision will be final as to whether a proposed product matches.

## 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

- A. Product data.
- B. Shop Drawings:
  - 1. Plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.
- C. Samples: Manufacturer's standard color sheets, showing full range of available colors for each type of exposed finish.
- D. Product Schedule: For aluminum windows. Use same designations indicated on Drawings.
- E. Delegated Design Submittals: For reinforcing mullions, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

# 1.5 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Delegated Design Engineer Qualifications: For reinforcing mullions.
- C. Sample warranties.

#### 1.6 CLOSEOUT SUBMITTALS

A. Warranty documentation.

# 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Authorized representative who is trained and approved by aluminum window manufacturer.
- B. Delegated Design Engineer Qualifications: A professional engineer who is legally qualified to practice in state where Project is located and who is experienced in providing engineering services of the type indicated.
- C. Testing Agency Qualifications: An FGIA-accredited testing agency for testing indicated.

#### 1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period:
    - a. Window: Three (3) years from date of Substantial Completion.
    - b. Glazing Units: Ten (10) years from date of Substantial Completion.
    - c. Hardware: Three (3) years from date of Substantial Completion.
    - d. Aluminum Finish: Ten (10) years from date of Substantial Completion.

## PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design reinforcing mullions.
- B. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
  - 1. Window Certification: FGIA certified with label attached to each window.
- C. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
  - 1. Minimum Performance Class: AW.
  - 2. Minimum Performance Grade: 65.
  - 3. Mulled Window Systems: Evaluate and rate combination assemblies as single systems as determined by AAMA 450 in accordance with AAMA/WDMA/CSA 101/I.S.2/A440 requirements.

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- D. Energy Performance: Certified and labeled by manufacturer for energy performance as follows:
  - 1. Thermal Transmittance (U-factor): As determined in accordance with NFRC 100:
    - a. Fixed Windows: Not more than 0.42 Btu/sq. ft. x h x deg F (2.38 W/sq. m x K).
    - b. Operable Windows: Not more than 0.54 Btu/sq. ft. x h x deg F (3.07 W/sq. m x K).
  - 2. Solar Heat-Gain Coefficient (SHGC): As determined in accordance with NFRC 200:
    - a. Fixed Windows: Not more than 0.38.
    - b. Operable Windows: Not more than 0.36 as determined in accordance with NFRC 200.
  - 3. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance in accordance with AAMA 1503, showing a CRF of 52.
- E. Thermal Movements: Provide aluminum windows, including anchorage, which allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F (67 deg C) ambient; 180 deg F (100 deg C) material surfaces.
- F. Outdoor-Indoor Transmission Class (OITC): Rated for not less than 32 OITC when tested for laboratory sound transmission loss in accordance with ASTM E90 and determined by ASTM E1332.

#### 2.2 ALUMINUM WINDOWS W1 thru W13

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Winco Window Company, Series 4410; or a comparable product by one of the following:
  - 1. Arcadia Architectural Products, Inc.
  - 2. Graham Architectural Products Corporation.
  - 3. Wausau Window and Wall Systems; Apogee Wausau Group, Inc.
- B. Provide manufacturer's standard aluminum window assemblies consisting of frames, sashes, glass, hardware, fasteners, and all components and accessories as required for a complete installation.
- C. Operating Types: Provide the following operating types in locations indicated on Drawings:
  - 1. Single hung.
  - 2. Fixed.
- D. Frames and Sashes: Aluminum extrusions of alloy, temper, and strength complying with AAMA/WDMA/CSA 101/I.S.2/A440.

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- 1. Thermally Broken Construction: Fabricate frames, sashes, and muntins with an integral, concealed, low-conductance thermal barrier located between exterior materials and window members exposed on interior side in a manner that eliminates direct metal-to-metal contact.
- E. Glass: Clear annealed glass, ASTM C1036, Type 1, Class 1, q3.
  - 1. Kind: Fully tempered where indicated on Drawings.
- F. Insulating-Glass Units: ASTM E2190.
  - 1. Glass: ASTM C1036, Type 1, Class 1, q3.
    - a. Tint: Clear.
    - b. Kind: Fully tempered where indicated on Drawings.
  - 2. Lites: Two.
  - 3. Filling: Fill space between glass lites with air.
  - 4. Low-E Coating: Sputtered on third surface.
- G. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
  - 1. Dual Glazing System:
    - a. Interior Lite: Glass.
    - b. Exterior Lite: Glass.
- H. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.
  - 1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.
- I. Hung Window Hardware:
  - 1. Counterbalancing Mechanism: Complying with AAMA 902, concealed, of size and capacity to hold sash stationary at any open position.
  - 2. Locks and Latches: Allow unobstructed movement of the sash across adjacent sash in direction indicated and operated from the inside only.
  - 3. Tilt Latch: Releasing latch allows sash to pivot about horizontal axis to facilitate cleaning exterior surfaces from the interior.
- J. Weather Stripping: Provide manufacturer's standard full-perimeter weather stripping for each operable sash unless otherwise indicated.
- K. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.

- 1. Exposed Fasteners: Avoid exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.
- L. Mullions: Provide manufacturer's standard combination and reinforcing mullions and cover plates matching window units, complete with anchors for support to structure. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide reinforcing mullions and cover plates capable of withstanding design wind loads of window units.

#### 2.3 ACCESSORIES

- A. Dividers (False Muntins): Provide manufacturer's standard extruded-aluminum divider grilles in designs indicated for each sash lite.
  - 1. Type: Permanently located between insulating-glass lites.
  - 2. Pattern: As indicated on Drawings.
  - 3. Profile: As selected by Architect from manufacturer's full range.
- B. Subsills: Thermally broken, extruded-aluminum subsills in configurations indicated on Drawings.
- C. Interior Trim: Extruded-aluminum profiles in sizes and configurations indicated on Drawings.
- D. Panning Trim: Profiles in sizes and configurations indicated on Drawings.

#### 2.4 INSECT SCREENS

- A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.
  - 1. Type and Location: Half, outside for single-hung sashes.
- B. Aluminum Frames: Manufacturer's standard aluminum alloy complying with SMA 1201. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline/anchor concealing edge of frame.
  - 1. Tubular Framing Sections and Cross Braces: Roll formed from aluminum sheet.
- C. Glass-Fiber Mesh Fabric: 20-by-20 (0.85-by-0.85-mm) or 20-by-30 (0.85-by-0.42-mm) mesh of PVC-coated, glass-fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration. Comply with ASTM D3656/D3656M.
  - 1. Mesh Color: Manufacturer's standard.

#### 2.5 FABRICATION

A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.

- B. Glaze aluminum windows in the factory.
- C. Weather strip each operable sash to provide weathertight installation.
- D. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- E. Window Assemblies: Provide window units in configuration indicated on Drawings. Provide window frames, sashes, hardware, and other trim and components necessary for a complete, secure, and weathertight installation, including the following:
  - 1. Combination and reinforcing mullions with interior and exterior trim.
  - 2. Interior and exterior extension and trim.
  - 3. Exterior head and sill casings and trim.
- F. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation.

#### 2.6 ALUMINUM FINISHES

# A. Organic Coatings:

- 1. High-Performance Fluoropolymer Finish: Two coats complying with AAMA 2605, containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - a. Color and Gloss: As selected by Architect from manufacturer's full range.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.
- C. Examine wall flashings, air and weather barriers, and other built-in components to ensure weathertight window installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 INSTALLATION

A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.

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- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
- C. Mullions: Install combination and reinforcing mullions for combination assemblies in accordance with manufacturer's written instructions.
- D. Install windows and components to drain water passing joints and condensation to the exterior.
- E. Separate aluminum from sources of corrosion or electrolytic action at points of contact with other materials.
- F. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.

#### 3.3 CLEANING AND PROTECTION

- A. Clean exposed surfaces immediately after installing windows using manufacturer's written instructions. Avoid damaging finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- B. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- C. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately in accordance with manufacturer's written instructions.

## **END OF SECTION 085113 - ALUMINUM WINDOWS**

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#### SECTION 087100 - DOOR HARDWARE

#### PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

- 1. Hinges.
- 2. Continuous, pin-and-barrel-type hinges.
- 3. Bored locks.
- 4. Mortise auxiliary locks.
- 5. Electromagnetic locks.
- 6. Self-latching flush bolts.
- 7. Lock cylinders.
- 8. Operating trim.
- 9. Concealed closers.
- 10. Wall- and floor-mounted stops.
- 11. Door gasketing.
- 12. Thresholds.
- 13. Metal protective trim units.

## 1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
- B. Keying Conference: Conduct conference at Project site.

## 1.3 ACTION SUBMITTALS

- A. Product data.
- B. Shop Drawings: For electrified door hardware.
  - 1. Diagrams for power, signal, and control wiring.
  - 2. Details of interface of electrified door hardware and building safety and security systems.
- C. Samples: For each exposed product in each finish specified.
- D. Door hardware schedule.
- E. Keying schedule.

#### 1.4 INFORMATIONAL SUBMITTALS

A. Sample warranty.

#### 1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.
  - 1. Scheduling Responsibility: Preparation of door hardware and keying schedule.
  - 2. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as an Architectural Hardware Consultant (AHC) and an Electrified Hardware Consultant (EHC).

#### 1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Three (3) years from date of Substantial Completion unless otherwise indicated below:
    - a. Electromagnetic and Delayed-Egress Locks: Five (5) years from date of Substantial Completion.
    - b. Manual Closers: Ten (10) years from date of Substantial Completion.

#### PART 2 - PRODUCTS

#### 2.1 SOURCE LIMITATIONS

- A. Obtain each type of door hardware from single manufacturer.
  - 1. Provide electrified door hardware from same manufacturer as mechanical door hardware unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.

## 2.2 PERFORMANCE REQUIREMENTS

- A. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- C. Accessibility Requirements: For door hardware on doors in an accessible route, comply with ICC A117.1.

#### 2.3 HINGES

- A. Hinges: ANSI/BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide McKinney Hinges, a brand of Assa Abloy; or comparable product by one of the following:
    - a. Hager Companies.
    - b. PBB Architectural.

#### 2.4 CONTINUOUS HINGES

- A. Continuous, Pin-and-Barrel-Type Hinges: ANSI/BHMA A156.26; minimum 0.120-inch- (3.0-mm-) thick, hinge leaves with minimum overall width of 4 inches (102 mm); fabricated to full height of door and frame and to template screw locations; with components finished after milling and drilling are complete.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Pemko Manufacturing; or comparable product by one of the following:
    - a. Hager Companies.
    - b. PBB Architectural.
    - c. McKinney Hinges, a brand of Assa Abloy.

#### 2.5 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
  - 1. Bored Locks: Minimum 1/2-inch (13-mm) latchbolt throw.
  - 2. Deadbolts: Minimum 1-inch (25-mm) bolt throw.
- C. Lock Backset: 2-3/4 inches (70 mm) unless otherwise indicated.
- D. Lock Trim:

- 1. Description: As indicated in Door Hardware Sets.
- 2. Levers: Cast.
- 3. Escutcheons (Roses): Cast.
- 4. Dummy Trim: Match lever lock trim and escutcheons.
- E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
  - 1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
  - 2. Aluminum-Frame Strike Box: Manufacturer's special strike box fabricated for aluminum framing.
- F. Bored Locks: ANSI/BHMA A156.2, Grade 1, Series 4000.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Schlage, a brand of Allegion; or comparable product by one of the following:
    - a. Sargent Manufacturing, a part of Assa Abloy Group.
    - b. Best Lock Company, a part of Dormakaba Group.

#### 2.6 AUXILIARY LOCKS

- A. Bored Auxiliary Locks: ANSI/BHMA A156.36, Grade 1, with strike that suits frame.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Schlage, a brand of Allegion; or comparable product by one of the following:
    - a. Sargent Manufacturing, a part of Assa Abloy Group.
    - b. Best Lock Company, a part of Dormakaba Group.
- B. Mortise Auxiliary Locks: ANSI/BHMA A156.36, Grade 1; with strike that suits frame.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Schlage, a brand of Allegion; or comparable product by one of the following:
    - a. Sargent Manufacturing, a part of Assa Abloy Group.
    - b. Best Lock Company, a part of Dormakaba Group.

#### 2.7 ELECTROMAGNETIC LOCKS

- A. Electromagnetic Locks: ANSI/BHMA A156.23; electrically powered; with electromagnet attached to frame and armature plate attached to door; full-exterior or full-interior type, as required by application indicated.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Dormakaba Group; or comparable product by one of the following:

- a. Locknetics, an Allegion Company.
- b. Securitron, a brand of Assa Abloy.

#### 2.8 MANUAL FLUSH BOLTS

- A. Manual Flush Bolts: ANSI/BHMA A156.16; minimum 3/4-inch (19-mm) throw; designed for mortising into door edge.
- B. Manual Flush Bolts: ANSI/BHMA A156.16; minimum 3/4-inch (19-mm) throw; designed for mortising into door edge.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Ives, an Allegion company; or comparable product by one of the following:
    - a. Inox Products.
    - b. Hager Companies.
    - c. Rockwood Manufacturing.

#### 2.9 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Best Cylinder; Series 1E; or comparable product by one of the following:
    - a. Sargent, a brand of Assa Abloy.
    - b. Schlage, an Allegion Company.
- B. Standard Lock Cylinders: ANSI/BHMA A156.5, Grade 1 permanent cores; face finished to match lockset.
  - 1. Core Type: Interchangeable.

#### 2.10 KEYING

- A. Keying System: Factory registered, complying with guidelines in ANSI/BHMA A156.28, appendix. Provide one extra key blank for each lock. Incorporate decisions made in keying conference.
  - 1. Master Key System: Change keys and a master key operate cylinders.
    - a. Provide five cylinder change keys and five master keys.
  - 2. Existing System:
    - a. Master key or grand master key locks to Owner's existing system.
  - 3. Keyed Alike: Key all cylinders to same change key.

- B. Keys: Brass.
  - 1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
    - a. Notation: "DO NOT DUPLICATE."

#### 2.11 OPERATING TRIM

- A. Operating Trim: ANSI/BHMA A156.6; stainless steel unless otherwise indicated.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Rockwood Manufacturing; or comparable product by one of the following:
    - a. Inox Products.
    - b. Ives, an Allegion company.

#### 2.12 CONCEALED CLOSERS

- A. Concealed Closers: ANSI/BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Norton Rixson, a brand of Assa Abloy; or comparable product by one of the following:
    - a. Dormakaba Group.
    - b. LCN, an Allegion Company.

#### 2.13 MECHANICAL STOPS AND HOLDERS

- A. Wall- and Floor-Mounted Stops: ANSI/BHMA A156.16.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Rockwood Manufacturing; or comparable product by one of the following:
    - a. Inox Products.
    - b. Ives, an Allegion company.

# 2.14 DOOR GASKETING

A. Door Gasketing: ANSI/BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide Pemko, a brand of Assa Abloy; or comparable product by one of the following:
  - a. National Guard Products.
  - b. Zero International, an Allegion company.
- B. Maximum Air Leakage: When tested in accordance with ASTM E283/E283M with tested pressure differential of 0.3 inch wg (75 Pa), as follows:
  - 1. Smoke-Rated Gasketing: 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) of door opening.
  - 2. Gasketing on Single Doors: 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) of door opening.
  - 3. Gasketing on Double Doors: 0.50 cfm per ft. (0.000774 cu. m/s per m) of door opening.

#### 2.15 THRESHOLDS

- A. Thresholds: ANSI/BHMA A156.21; fabricated to full width of opening indicated.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Pemko, a brand of Assa Abloy; or comparable product by one of the following:
    - a. National Guard Products.
    - b. Zero International, an Allegion company.

#### 2.16 METAL PROTECTIVE TRIM UNITS

- A. Metal Protective Trim Units: ANSI/BHMA A156.6; fabricated from 0.050-inch- (1.3-mm-) thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Rockwood Manufacturing; or comparable product by one of the following:
    - a. Inox Products.
    - b. Ives, an Allegion company.

## 2.17 FINISHES

A. Provide finishes complying with ANSI/BHMA A156.18 as indicated in door hardware schedule.

#### PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
  - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
  - 2. Custom Steel Doors and Frames: HMMA 831.

- 3. Wood Doors: DHI's "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (760 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
  - 1. Replace construction cores with permanent cores as indicated in keying schedule.
- E. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."
- F. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- G. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
  - 1. Do not notch perimeter gasketing to install other surface-applied hardware.
- H. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- I. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

## 3.2 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

#### 3.3 DOOR HARDWARE SCHEDULE

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to completion of the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
- B. Manufacturer's Abbreviations:

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- 1. BE Best Cylinder
- 2. CO Corbin Russwin
- 3. CR C.R. Laurence-Blumcraft
- 4. DO Dormakaba
- 5. HA Hager
- 6. IN Inox
- 7. IV Ives
- 8. MK McKinney
- 9. NG National Guard Products
- 10. NO Norton Rixson
- 11. PE Pemko
- 12. RO Rockwood
- 13. SA Sargent
- 14. SC Schlage
- 15. VD Von Duprin
- 16. ZE Zero International

# C. Hardware Sets: Each door to have the following:

# **Set 1.0**: *Doors 108*, *109* (*WD Door x HM Frame*)

3	Hinge	TA2714-TB	US26D	MK
1	Office Lock	ND50xATH	US26D	SC
1	Cylinder Core, SFIC	IC 7-Pin	US26D	BE
2	Kick Plate	K1050 8" 4BE	US32D	RO
1	Door Stop	RM861	US26D	RO
3	Silencer	608 (or) 609	GRY	RO

# Set 2.0: Doors 107 (WD Door x HM Frame)

3	Hinge	TA2714-TB	US26D	MK
1	Privacy Set	ND40xATH	US26D	SC
2	Kick Plate	K1050 8" 4BE	US32D	RO
1	Door Stop	RM861	US32D	RO
3	Silencer	608 (or) 609	GRY	RO

# Set 3.0: Doors 010a (Alum Door x Alum Frame)

1 Continuous Hinge	FM300-WEP	US32D	PE
1 Straight Door Pull	11847-T4	US32	RO
1 Straight Push Bar	11847-T4, 34"	US32	RO
1 Dead Lock and Indicator Trim	B660xOS-LOCxIS-LOC	US32D	SC
1 Cylinder Core, SFIC	1E74	US32D	BE
1 Concealed Overhead Closer	PH93-N	689x600	NO

1 Threshold	171A	Alum	PE
1 Door Bottom	2343AVxBL	Alum	PE
1 Gasketing (head/jamb)	S88BL		PE

# Set 4.0: Doors 100 (Alum Door x Alum Frame)

2 Continuous Hinge	FM300-WEP	US32D	PE
2 Straight Door Pull	11847-T4	US32	RO
2 Straight Push Bar	11847-T4, 34"	US32	RO
1 Dead Lock and Indicator Trim	B660xOS-LOCxIS-LOC	US32D	SC
1 Cylinder Core, SFIC	1E74	US32D	BE
1 Flush Bolt Pair	FB51P, 24" Top Rod	US32D	IV
2 Concealed Overhead Closer	PH93-N	689x600	NO
1 Threshold	171A	Alum	PE
2 Door Bottom	2343AVxBL	Alum	PE
1 Gasketing (head/jamb)	S88BL		PE

# Set 5.0: Doors 010, 105 (Alum Door x Alum Frame)

1 Continuous Hinge	FM300-WEP	US32D	PE
1 Straight Door Pull	11847-T4	US32	RO
1 Straight Push Bar	11847-T4, 34"	US32	RO
1 Touchless Switch	RCI 910TC-SS	US32D	DO
1 Electromagnetic Lock	RCI 8310	Alum	DO
1 Passive Infrared Door Switch	RCI 915 x G	Gray	DO
1 Concealed Overhead Closer	PH93-N	689x600	NO
1 Threshold	171A	Alum	PE
1 Door Bottom	2343AVxBL	Alum	PE
1 Gasketing (head/jamb)	S88BL		PE
1 Boxed Power Supply			

Notes: Existing card/proximity reader by security integrator to be re-used. Electromagnetic operation; valid card or touchless switch de-energizes magnet. Free egress at all times by passive infrared door switch or signal by fire alarm system. In case of power loss, door remains locked.

# END OF SECTION 087100 - DOOR HARDWARE

#### SECTION 088000 - GLAZING

#### PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

- 1. Glass products.
- 2. Insulating glass.
- 3. Glazing sealants.
- 4. Glazing tapes.
- 5. Miscellaneous glazing materials.

# 1.2 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

# 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches (300 mm) square.

# 1.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For glass.
- B. Sample warranties.

#### 1.6 WARRANTY

A. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to

maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is obstruction of vision by dust, moisture, or film on interior surfaces of glass.

1. Warranty Period: Ten (10) years from date of Substantial Completion.

## PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined in accordance with the IBC and ASTM E1300:
  - 1. Design Wind Speed: 116-mph.
  - 2. Ground Snow Load: 38-psf
  - 3. Thermal Loads: Design glazing to resist thermal stress breakage induced by differential temperature conditions and limited air circulation within individual glass lites and insulated glazing units.
- B. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- C. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
  - 1. U-Factors: Center-of-glazing values, in accordance with NFRC 100 and based on most current non-beta version of LBL's WINDOW computer program, expressed as Btu/sq. ft. x h x deg F (W/sq. m x K).
  - 2. SHGC and Visible Transmittance: Center-of-glazing values, in accordance with NFRC 200 and based on most current non-beta version of LBL's WINDOW computer program.
  - 3. Visible Reflectance: Center-of-glazing values, in accordance with NFRC 300.

#### D. Acoustic Performance:

- 1. Exterior Glazing: 32 OITC.
- 2. Interior Glazing: 30 STC.

# 2.2 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. NGA Publications: "Glazing Manual."
  - 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the IGCC.
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated.
- E. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

## 2.3 GLASS PRODUCTS

- A. Clear Annealed Float Glass: ASTM C1036, Type I, Class 1 (clear), Quality-Q3.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Oldcastle BuildingEnvelope®; see Schedule at end of Part 3 or comparable product by one of the following:
    - a. AGC Glass Company North America, Inc.
    - b. Guardian Glass LLC
    - c. Pilkington North America.
    - d. Viracon, Inc.
    - e. Vitro Architectural Glass.
- B. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
- C. Heat-Strengthened Float Glass: ASTM C1048, Kind HS (heat strengthened), Type I, Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
- D. Low-E-Coated Vision Glass: ASTM C1376.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Oldcastle BuildingEnvelope®, Energy Advantage; or comparable product by one of the following:
    - a. AGC Glass Company of North America, Inc.
    - b. Guardian Glass LLC.
    - c. Pilkington North America.
    - d. Viracon, Inc.
    - e. Vitro Architectural Glass.

## 2.4 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified in accordance with ASTM E2190.
  - 1. Sealing System: Dual seal, with polyisobutylene and silicone primary and secondary sealants.
  - 2. Perimeter Spacer: Aluminum with black, color anodic finish.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Technoform.
      - 2) Thermix; a brand of Ensinger USA.
  - 3. Desiccant: Molecular sieve or silica gel, or a blend of both.

## 2.5 GLAZING SEALANTS

#### A. General:

- 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
- 3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range of industry colors.
- A. Neutral-Curing Silicone Glazing Sealant, Class 100/50: Complying with ASTM C920, Type S, Grade NS, Use NT.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. GE Construction Sealants; Momentive Performance Materials Inc.
    - b. May National Associates, Inc.; a subsidiary of Sika Corporation.
    - c. Pecora Corporation.
    - d. Sika Corporation.
    - e. Dow Chemical Company (The).
    - f. Tremco Incorporated.

#### 2.6 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer

rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:

- 1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
- 2. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
  - 1. AAMA 810.1, Type 1, for glazing applications in which tape acts as primary sealant.
  - 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

#### 2.7 MISCELLANEOUS GLAZING MATERIALS

- A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- B. Setting Blocks:
  - 1. Silicone with Shore A durometer hardness of 85, plus or minus 5.
  - 2. Type recommended in writing by sealant or glass manufacturer.

# C. Spacers:

- 1. Neoprene blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- 2. Type recommended in writing by sealant or glass manufacturer.

# D. Edge Blocks:

- 1. Silicone with Shore A durometer hardness per manufacturer's written instructions.
- 2. Type recommended in writing by sealant or glass manufacturer.
- E. Cylindrical Glazing Sealant Backing: ASTM C1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

# PART 3 - EXECUTION

## 3.1 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage

- or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.

## 3.2 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Apply heel bead of elastomeric sealant.
- F. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- G. Apply cap bead of elastomeric sealant over exposed edge of tape.

#### 3.3 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and

installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.

- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

# 3.4 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

## 3.5 CLEANING AND PROTECTION

- A. Immediately after installation, remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.

# 3.6 MONOLITHIC GLASS SCHEDULE

- A. Clear Glass Type GL-2: Fully tempered float glass.
  - 1. Minimum Thickness: 6 mm.
  - 2. Safety glazing required.

# 3.7 INSULATING GLASS SCHEDULE

- A. Low-E-Coated, Clear Insulating Glass Type GL-1:
  - 1. Basis-of-Design Product: Oldcastle BuildingEnvelope<sup>®</sup>.
  - 2. Overall Unit Thickness: 1 inch (25 mm).
  - 3. Minimum Thickness of Each Glass Lite: 6 mm.
  - 4. Outdoor Lite: Heat-strengthened and Fully tempered (where indicated) float glass.
  - 5. Interspace Content: Air.
  - 6. Indoor Lite: Heat-strengthened and Fully tempered (where indicated) float glass.
  - 7. Low-E Coating: Pyrolytic on third surface.
  - 8. Safety glazing required.

# END OF SECTION 088000 - GLAZING

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#### SECTION 092900 - GYPSUM BOARD

## PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Interior gypsum board.

## 1.2 ACTION SUBMITTALS

A. Product data.

# PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

A. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated in accordance with ASTM E90 and classified in accordance with ASTM E413 by an independent testing agency.

### 2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

## 2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Board, Type X: ASTM C1396/C1396M.
  - 1. Thickness: 5/8 inch (15.9 mm).
  - 2. Long Edges: Tapered.
- B. Gypsum Ceiling Board: ASTM C1396/C1396M.
  - 1. Thickness: 5/8 inch (15.9 mm).
  - 2. Long Edges: Tapered.

## 2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.

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- 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
- 2. Shapes:
  - a. Cornerbead.
  - b. U-Bead: J-shaped; exposed short flange does not receive joint compound.

#### 2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:
  - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
    - a. Use setting-type compound for installing paper-faced metal trim accessories.
  - 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
  - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.

### 2.6 AUXILIARY MATERIALS

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
  - 1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
- D. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
- E. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."

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### PART 3 - EXECUTION

### 3.1 INSTALLATION OF PANELS

- A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- B. Comply with ASTM C840.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- D. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

### 3.2 FINISHING OF GYPSUM BOARD

- A. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- B. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- C. Gypsum Board Finish Levels: Finish panels to levels indicated below and in accordance with ASTM C840:
  - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
  - 2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
    - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

### 3.3 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

## END OF SECTION 092900 - GYPSUM BOARD

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### **SECTION 095113 - ACOUSTICAL PANEL CEILINGS**

### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Acoustical panels.
  - 2. Metal suspension system.
  - 3. Metal edge moldings and trim.

### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Research reports.

### 1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

## PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: Class A in accordance with ASTM E1264.
  - 2. Smoke-Developed Index: 450 or less.

## 2.2 ACOUSTICAL PANELS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Symphony *m* High CAC #1220-80-1 and #1222-80-1 by CertainTeed Corporation; or comparable product by one of the following:
  - 1. Armstrong World Industries, Inc.
  - 2. USG Corporation.
- B. Acoustical Panel Standard: Manufacturer's standard panels in accordance with ASTM E1264.
- C. Classification: Type IV, Form 2, Pattern E.
- D. Color: White.
- E. Light Reflectance (LR): 0.90.
- F. Ceiling Attenuation Class (CAC): 40 or 42, depending on modular size.
- G. Noise Reduction Coefficient (NRC): 0.80.
- H. Edge/Joint Detail: Square.
- I. Thickness: 7/8 inch (22 mm).
- J. Modular Size: 24 by 48 inches (610 by 1220 mm).

## 2.3 METAL SUSPENSION SYSTEM

- A. Basis-of-Design Product: Subject to compliance with requirements, provide 15/16 EZ Stab Classic by CertainTeed Corporation; or comparable product by one of the following:
  - 1. Armstrong World Industries, Inc.
  - 2. USG Corporation.
- B. Metal Suspension-System Standard: Manufacturer's standard, direct-hung, metal suspension system and accessories in accordance with ASTM C635/C635M.
- C. Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; pre-painted, electrolytically zinc coated, or hot-dipped galvanized, G30 (Z90) coating designation; with pre-finished 15/16-inch- (24-mm-) wide for metal caps on flanges.
  - 1. Structural Classification: Intermediate-duty system.
  - 2. End Condition of Cross Runners: Override (stepped) or butt-edge type.
  - 3. Face Design: Flat, flush.
  - 4. Cap Material: Cold-rolled steel.
  - 5. Cap Finish: Painted white.

### 2.4 ACCESSORIES

A. Attachment Devices: Size for five times the design load indicated in ASTM C635/C635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

## 2.5 METAL EDGE MOLDINGS AND TRIM

A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

### PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated.
- B. Layout openings for penetrations centered on the penetrating items.

# 3.2 INSTALLATION

- A. Install acoustical panel ceilings in accordance with ASTM C636/C636M and manufacturer's written instructions.
- B. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
  - 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
  - 2. Do not use exposed fasteners, including pop rivets, on moldings and trim.
  - 3. Arrange directionally patterned acoustical panels as follows:
    - a. Install new panels in existing grid framing to remain. Arrange new panels and grid framing within new ceiling areas in the direction that matches existing direction in immediately adjacent areas.

### END OF SECTION 095113 - ACOUSTICAL PANEL CEILINGS

### SECTION 096513 - RESILIENT BASE AND ACCESSORIES

### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Thermoset-rubber base.
  - 2. Rubber stair accessories.

## 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

### 1.3 WARRANTY

- A. Special Warranty: Manufacturer agrees to replace resilient tile units that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five (5) years from date of Substantial Completion.

### PART 2 - PRODUCTS

## 2.1 THERMOSET-RUBBER BASE

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Flexco Corporation; Wallflowers Rubber Wall Base; or comparable product by one of the following:
  - 1. Burke Mercer Flooring Products; a division of Burke Industries Inc.
  - 2. Johnsonite; a Tarkett company.
  - 3. Roppe Corporation.
- B. Product Standard: ASTM F1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
  - 1. Style and Location:
    - a. Style A, Straight: Provide in areas with carpet.
    - b. Style B, Cove: Provide in areas with resilient floor coverings.
- C. Thickness: 0.125 inch (3.2 mm).

- D. Height: 4 inches (102 mm).
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Job formed.
- G. Inside Corners: Job formed.
- H. Colors: As selected by Architect from manufacturer's full range of colors.

#### 2.2 RUBBER STAIR ACCESSORIES

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
- B. Basis-of-Design Product: Subject to compliance with requirements, provide Flexco Corporation; Heavy Duty Smooth 170 Rubber Stair Treads with inserts; or comparable product by one of the following:
  - 1. American Biltrite.
  - 2. Burke Mercer Flooring Products; a division of Burke Industries Inc
  - 3. Johnsonite; a Tarkett North America Company.
  - 4. Mannington Mills, Inc.
  - 5. Mondo America, Inc.
  - 6. Nora Rubber Flooring, Freudenberg Building Systems, Inc.
  - 7. Roppe Corporation.
- C. Stair Treads: ASTM F2169.
  - 1. Type: TS (rubber, vulcanized thermoset).
  - 2. Class: 1 (smooth, flat).
  - 3. Group: 2 (with contrasting color for the visually impaired).
  - 4. Nosing Style: Square, adjustable to cover angles between 60 and 90 degrees.
  - 5. Nosing Height: 1-5/8 inches (41 mm).
  - 6. Thickness: 1/8 inch (3 mm) and tapered to back edge.
  - 7. Size: Lengths and depths to fit each stair tread in one piece.
- D. Locations: Provide rubber stair accessories for existing, wood, interior stairs.
- E. Colors and Patterns: As selected by Architect from manufacturer's full range of colors and patterns.

### 2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
- C. Stair-Tread Nose Filler: Two-part epoxy compound recommended by resilient stair-tread manufacturer to fill nosing substrates that do not conform to tread contours.
- D. Floor Polish: Provide protective, liquid floor-polish products recommended by resilient stair-tread manufacturer.

### PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until materials are the same temperature as space where they are to be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

## 3.2 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Job-Formed Corners:

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- 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 6 inches (152 mm) in length.
  - a. Form without producing discoloration (whitening) at bends.
- 2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 6 inches (152 mm) in length.
  - a. Miter or cope corners to minimize open joints.

### 3.3 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Floor Polish: Remove soil, adhesive, and blemishes from resilient stair treads before applying liquid floor polish.
  - 1. Apply one coat.
- C. Cover resilient products subject to wear and foot traffic until Substantial Completion.

# END OF SECTION 096513 - RESILIENT BASE AND ACCESSORIES

#### SECTION 096519 - RESILIENT TILE FLOORING

### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Vinyl composition floor tile.

## 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and pattern specified.

### 1.3 CLOSEOUT SUBMITTALS

A. Maintenance data.

# 1.4 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation.

# PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient floor tile, as determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

## 2.2 VINYL COMPOSITION FLOOR TILE

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Armstrong World Industries, Inc., Standard Excelon Imperial Texture; or comparable product by one of the following:
  - 1. American Biltrite.
  - 2. Congoleum Corporation.
  - 3. Mannington Mills, Inc.

- B. Tile Standard: ASTM F1066, Class 2, through pattern.
- C. Wearing Surface: Smooth.
- D. Thickness: 0.125 inch (3.2 mm).
- E. Size: 12 by 12 inches (305 by 305 mm).
- F. Colors and Patterns: As selected by Architect from manufacturer's standard products.

#### 2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.
- C. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer.

### PART 3 - EXECUTION

# 3.1 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
  - 3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
  - 4. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. (18.6 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
    - a. Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.

- b. Relative Humidity Test: Using in-situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until materials are the same temperature as space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

### 3.2 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
  - 1. Lay tiles square with room axis.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
  - 1. Lay tiles with grain direction alternating in adjacent tiles (basket-weave pattern).
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Adhere floor tiles to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- H. Floor Polish: Remove soil, adhesive, and blemishes from floor tile surfaces before applying liquid floor polish.
  - 1. Apply two coat(s).

### END OF SECTION 096519 - RESILIENT TILE FLOORING

#### **SECTION 096813 - TILE CARPETING**

### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Carpet tile.

### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

# 1.3 ACTION SUBMITTALS

- A. Product data.
- B. Samples: Manufacturer's standard color sheets, showing full range of available colors for each type of carpet tile.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Sample warranties.

### 1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

# 1.6 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.

# 1.7 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Lifetime from date of Substantial Completion.

#### PART 2 - PRODUCTS

## 2.1 CARPET TILE

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Shaw Contract Group; Diffuse and Disperse Collection, Diffuse #5T233 carpet tile or comparable product by one of the following:
  - 1. Milliken & Company.
  - 2. Mohawk Industries, Inc.
  - 3. Van Gelder, Inc.
- B. Color: As selected by Architect from manufacturer's full range.
- C. Fiber Content: 100 percent nylon 6.
- D. Fiber Type: Ecosolution Q100 Nylon.
- E. Pile Characteristic: Multi-Level pattern loop pile.
- F. Density: 5,434 oz./cu. yd. (0.201 g/cu. cm).
- G. Pile Thickness: 0.362 inches (9.19 mm) for finished carpet tile in accordance with ASTM D6859.
- H. Stitches: 8.5 stitches per inch (34.0 per 10 cm).
- I. Gage: 1/12 ends per inch (47.2 per 10 cm).
- J. Surface Pile Weight: 16.0 oz./sq. yd. (542.5 g/sq. m).
- K. Total Weight: 80 oz./sq. yd. (2,710 g/sq. m) for finished carpet tile or better.
- L. Primary Backing/Backcoating: Manufacturer's standard composite materials.
- M. Secondary Backing: Manufacturer's standard material.
- N. Backing System: Ecologix Tile.
- O. Size: 24 by 24 inches (610 by 610 mm).
- P. Applied Treatments:
  - 1. Soil-Resistance Treatment: Manufacturer's standard treatment, SSP Shaw Soil Protection.
  - 2. Antimicrobial Treatment: Manufacturer's standard treatment that protects carpet tiles as follows:
    - a. Antimicrobial Activity: Not less than 2 mm halo of inhibition for gram-positive bacteria, not less than 1 mm halo of inhibition for gram-negative bacteria, and no fungal growth, in accordance with AATCC 174.
- O. Performance Characteristics:

- 1. Texture Appearance Retention Rating (TARR): Heavy traffic, 3.0 minimum in accordance with ASTM D7330.
- 2. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm in accordance with NFPA 253.
- 3. Dry Breaking Strength: Not less than 100 lbf (445 N) in accordance with ASTM D2646.
- 4. Tuft Bind: Not less than 8 lbf (36 N) in accordance with ASTM D1335.
- 5. Delamination: Not less than 3.5 lbf/in. (0.6 N/mm) in accordance with ASTM D3936.
- 6. Dimensional Tolerance: Within 1/32 inch (0.8 mm) of specified size dimensions, as determined by physical measurement.
- 7. Noise Reduction Coefficient (NRC): 0.20 or better in accordance with ASTM C423.
- 8. Colorfastness to Crocking: Not less than 4, wet and dry, in accordance with AATCC 165.
- 9. Colorfastness to Light: Not less than 4 after 40 AFU (AATCC fading units) in accordance with AATCC 16.3 Option 3.
- 10. Electrostatic Propensity: Less than 3.5 kV in accordance with AATCC 134.

## 2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended in writing by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive types to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and that are recommended in writing by carpet tile manufacturer for releasable installation.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.
- B. Examine carpet tile for type, color, pattern, and potential defects.
- C. Wood Subfloors: Verify the following:
  - 1. Underlayment over subfloor complies with requirements specified in Section 061600 "Sheathing."
  - 2. Underlayment surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. General: Comply with CRI 104 and with carpet tile manufacturer's written installation instructions for preparing substrates.
- B. Use trowelable leveling and patching compounds, in accordance with manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.
- C. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

### 3.3 INSTALLATION

- A. General: Comply with CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: Glue down; install every tile with full-spread, releasable, pressure-sensitive adhesive.
- C. Maintain dye-lot integrity. Do not mix dye lots in same area.
- D. Maintain pile-direction patterns recommended in writing by carpet tile manufacturer.
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended in writing by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.

## 3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
  - 1. Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.
  - 2. Remove yarns that protrude from carpet tile surface.
  - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 13.7.
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

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# **END OF SECTION 096813 - TILE CARPETING**

# SECTION 099114 - EXTERIOR PAINTING (MPI STANDARDS)

## PART 1 - GENERAL

### 1.1 SUMMARY

### A. Section Includes:

- 1. Surface preparation and application of paint systems on the following exterior substrates:
  - a. Clay masonry.
  - b. Galvanized metal.

## 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
- B. Samples: For each type of topcoat product.

## 1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, in accordance with ASTM D523.
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, in accordance with ASTM D523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, in accordance with ASTM D523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, in accordance with ASTM D523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, in accordance with ASTM D523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, in accordance with ASTM D523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, in accordance with ASTM D523.

## 1.4 DELIVERY, STORAGE, AND HANDLING

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

## 1.5 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

### PART 2 - PRODUCTS

# 2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); products indicated in Interior Painting Schedule below or comparable product by one of the following:
  - 1. Benjamin Moore & Co.
  - 2. PPG Paints.
  - 3. Pratt & Lambert.
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Exterior Painting Schedule for the paint category indicated.

## 2.2 PAINT PRODUCTS

A. MPI Standards: Provide products complying with MPI standards indicated and listed in its "MPI Approved Products List."

## B. Material Compatibility:

- 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
- 2. For each coat in a paint system, provide products recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As selected by Architect from manufacturer's full range.

#### PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- B. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.

### 3.3 INSTALLATION

- A. Apply paints in accordance with manufacturer's written instructions and recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

#### 3.4 CLEANING AND PROTECTION

A. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- B. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 EXTERIOR PAINTING SCHEDULE

- A. Clay Masonry Substrates:
  - 1. High-Build Acrylic Latex System MPI EXT 4.1H: Dry film thickness of not less than 12 mils (0.30 mm).
    - a. Prime Coat: As recommended in writing by topcoat manufacturer.
    - b. Topcoat: Acrylic latex, exterior, high build, MPI #40.
      - 1) The Sherwin-Williams Company; ConFlex XL Smooth, High-Build Acrylic Coating, CF11W0051.

### B. Galvanized-Metal Substrates:

- 1. Water-Based Light Industrial Coating System MPI EXT 5.3K:
  - a. Epoxy Prime Coat: Primer, epoxy, anti-corrosive, MPI #101.
    - 1) The Sherwin-Williams Company; Dura-Plate 235 Multi-Purpose Epoxy, B67W235/B67V235.
  - b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
  - c. Semigloss Topcoat: Light industrial coating, exterior, water based, semigloss (MPI Gloss Level 5), MPI #163.
    - 1) The Sherwin-Williams Company; Pro Industrial DTM Semi-Gloss, B66W01151.

# END OF SECTION 099114 - EXTERIOR PAINTING (MPI STANDARDS)

### **SECTION 099124 - INTERIOR PAINTING (MPI STANDARDS)**

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Concrete.
  - 2. Steel and iron.
  - 3. Wood.
  - 4. Gypsum board.
  - Plaster.

## 1.2 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, in accordance with ASTM D523.
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, in accordance with ASTM D523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, in accordance with ASTM D523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, in accordance with ASTM D523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, in accordance with ASTM D523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, in accordance with ASTM D523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, in accordance with ASTM D523.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
- B. Samples: For each type of topcoat product.
- C. Product List: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

## 1.4 DELIVERY, STORAGE, AND HANDLING

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

### 1.5 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); products indicated in Interior Painting Schedule below or comparable product by one of the following:
  - 1. Benjamin Moore & Co.
  - 2. PPG Paints.
  - 3. Pratt & Lambert.
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Interior Painting Schedule for the paint category indicated.

## 2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products List."

## B. Material Compatibility:

- 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
- 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As selected by Architect from manufacturer's full range.

#### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- B. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

## 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
- C. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

## 3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

- C. Painting Fire-Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
  - 1. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

### 3.4 CLEANING AND PROTECTION

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

### 3.5 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Traffic Surfaces:
  - 1. Solvent-Based Concrete Polyamide Epoxy Floor Coating System, MPI INT 3.2C:
    - a. First Coat: Sealer, solvent based, for concrete floors, matching topcoat.
    - b. Intermediate Coat: solvent based, for concrete floors, matching topcoat.
    - c. Topcoat: Sealer, solvent based, for concrete floors, MPI #82
      - 1) The Sherwin-Williams Company; ArmorSeal 1000HS, Epoxy Floor Coating, B67W02001-16, High Gloss Level.

### B. Steel Substrates:

- 1. High-Performance Architectural Latex System, MPI INT 5.1RR:
  - a. Prime Coat: Shop primer specified in Section where substrate is specified.
  - b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
  - a. Topcoat: Latex, interior, high performance architectural (MPI Gloss Level 3), MPI #139.
    - 1) The Sherwin-Williams Company; Pro Industrial Acrylic, B66W01661.

- C. Wood Substrates: Wood trim and doors.
  - 1. High-Performance Architectural Latex System, MPI INT 6.3A:
    - a. Prime Coat: Primer, latex, for interior wood, MPI #39.
      - 1) The Sherwin-Williams Company; PrepRite ProBlock Primer Sealer, B51W00620.
    - b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
    - c. Topcoat: Latex, interior, high performance architectural (MPI Gloss Level 3), MPI #139.
      - 1) The Sherwin-Williams Company; ProMar 200 HP Zero VOC, B20W01951.
- D. Gypsum Board and Plaster Substrates:
  - 1. High-Performance Architectural Latex System, MPI INT 9.2B:
    - a. Prime Coat: Primer sealer, latex, interior, MPI #50.
      - 1) The Sherwin-Williams Company; Harmony Interior Latex Primer, B11W01500.
    - b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
    - c. Topcoat: Latex, interior, high performance architectural (MPI Gloss Level 3), MPI #139.
      - 1) The Sherwin-Williams Company; ProMar 200 HP Zero VOC, B20W01951.

## END OF SECTION 099124 - INTERIOR PAINTING (MPI STANDARDS)

#### SECTION 101423.16 - ROOM-IDENTIFICATION PANEL SIGNAGE

### PART 1 - GENERAL

# 1.1 SUMMARY

A. Section includes room-identification signs that are directly attached to the building.

# 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For room-identification signs.
  - 1. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
  - 2. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign at least half size.
- C. Samples: For each exposed product and for each color and texture specified.

### 1.3 INFORMATIONAL SUBMITTALS

A. Sample warranty.

### 1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

### 1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five (5) years from date of Substantial Completion.

# PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in ICC A117.1.

# 2.2 ROOM-IDENTIFICATION SIGNS

- A. Room-Identification Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. ACE Sign Systems, Inc.
    - b. Allen Industries Architectural Signage.
    - c. APCO Graphics, Inc.
    - d. ASI Sign Systems, Inc.
    - e. Best Sign Systems, Inc.
    - f. Clarke Systems.
    - g. Inpro Corporation.
    - h. Mohawk Sign Systems.
    - i. Nelson-Harkins Industries.
  - 2. Laminated-Sheet Sign: Photopolymer face sheet with raised graphics laminated to acrylic backing sheet to produce composite sheet.
    - a. Composite-Sheet Thickness: 0.125 inch (3.18 mm).
    - a. Color(s): As selected by Architect from manufacturer's full range.
    - b. Tactile and Braille Sign: Manufacturer's standard process for producing text and symbols complying with ADA-ABA Accessibility Guidelines and with ICC/ANSI A117.1. Text shall be accompanied by Grade 2 Braille. Produce precisely formed characters with square-cut edges free from burrs and cut marks; Braille dots with domed or rounded shape.
    - c. Raised-Copy Thickness: Not less than 1/32 inch (0.8 mm).
  - 3. Sign-Panel Perimeter: Finish edges smooth.
    - a. Edge Condition: Square cut.
    - b. Corner Condition in Elevation: Square.
  - 4. Mounting: Surface mounted to wall with two-face tape.
  - 5. Provide one (1) room-identification sign each at doors 108 and 109. The size of room-identification signs at doors shall be 4-inches high x 8-inches wide.
  - 6. Provide men's/ladies' pictogram signs at toilet room doors 008, 009 and 107. Include the "international symbol of accessibility" for signs at toilet room doors 008, 009 and 107. The size of signs indicated at these locations shall be 8-inches high x 6-inches wide.

# 2.3 SIGN MATERIALS

A. Acrylic Sheet: ASTM D4802, category as standard with manufacturer for each sign, Type UVF (UV filtering).

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### 2.4 ACCESSORIES

A. Two-Face Tape: Manufacturer's standard high-bond, foam-core tape, 0.045 inch (1.14 mm) thick, with adhesive on both sides.

# PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
  - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
  - 2. Install signs so they do not protrude or obstruct according to the accessibility standard.
  - 3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.

## B. Mounting Methods:

1. Two-Face Tape: Clean bond-breaking materials from substrate surface and remove loose debris. Apply tape strips symmetrically to back of sign and of suitable quantity to support weight of sign without slippage. Keep strips away from edges to prevent visibility at sign edges. Place sign in position and push to engage tape adhesive.

### END OF SECTION 101423.16 - ROOM-IDENTIFICATION PANEL SIGNAGE

#### SECTION 102113.14 - STAINLESS STEEL TOILET COMPARTMENTS

### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Stainless steel toilet compartments.
- B. Related Requirements:
  - 1. Section 102800 "Toilet, Bath, and Laundry Accessories" for accessories mounted on toilet compartments.

## 1.2 ACTION SUBMITTALS

- A. Product data.
- B. Shop Drawings: Plans, elevations, sections, details, and attachment details.

### 1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

### PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: 25 or less.
  - 2. Smoke-Developed Index: 450 or less.
- B. Structural Performance: Where grab bars are mounted on toilet compartments, design panels to comply with the following requirements:
  - 1. Panels are able to withstand a concentrated load on grab bar of at least 250 lbf (1112 N) applied at any direction and at any point, without deformation of panel.
- C. Regulatory Requirements: Comply with applicable provisions in ICC A117.1 for toilet compartments designated as accessible.

## 2.2 STAINLESS STEEL TOILET COMPARTMENTS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Bradley Corporation, a Watts Brand; Stainless Steel Series 500; or comparable product by one of the following:
  - 1. Ampco by AJW.
  - 2. ASI Accurate Partitions, an ASI Group company.
  - 3. ASI Global Partitions, an ASI Group company.
  - 4. Decolam.
  - 5. Marlite.
  - 6. Scranton Products.
  - 7. Spec-Rite Designs, LLC; DesignRite Partitions.
  - 8. Weis-Robart Partitions, Inc.
- B. Toilet-Enclosure Style: Floor anchored, privacy type.
- C. Urinal-Screen Style: Floor anchored.
- D. Door, Panel, and Pilaster Construction: Seamless, metal facing sheets pressure laminated to core material; with continuous, interlocking molding strip or lapped-and-formed edge closures; corners secured by welding or clips and exposed welds ground smooth. Provide with no-sightline system consisting of a full-height continuous stop on latch side of door and full-height continuous filler strip on hinge side of door (unless continuous hinge is used). Exposed surfaces shall be free of pitting, seam marks, roller marks, stains, discolorations, telegraphing of core material, or other imperfections.
  - 1. Core Material: Manufacturer's standard sound-deadening honeycomb of resin-impregnated kraft paper in thickness required to provide finished thickness of 1 inch (25 mm) for doors and panels and 1-1/4 inches (32 mm) for pilasters.
  - 2. Grab-Bar Reinforcement: Provide concealed internal reinforcement for grab bars mounted on units of size and material adequate for panel to withstand specified structural performance requirements.
  - 3. Tapping Reinforcement: Provide concealed reinforcement for tapping (threading) at locations where machine screws are used for attaching items to units.

### E. Urinal-Screen Construction:

- 1. Integral-Flange, Wall-Hung Urinal Screen: Similar to panel construction, with integral full-height flanges for wall attachment, and maximum 1-1/4 inches (32 mm) thick.
- F. Facing Sheets and Closures: Stainless steel sheet of nominal thicknesses as follows:
  - 1. Pilasters, Unbraced at One End: Manufacturer's standard thickness, but not less than 0.050 inch (1.27 mm).
  - 2. Panels: Manufacturer's standard thickness, but not less than 0.031 inch (0.79 mm).
  - 3. Doors: Manufacturer's standard thickness, but not less than 0.031 inch (0.79 mm).
  - 4. Integral-Flange, Wall-Hung Urinal Screens: Manufacturer's standard thickness, but not less than 0.031 inch (0.79 mm).

- G. Pilaster Shoes: Formed from stainless steel sheet, not less than 0.031-inch (0.79-mm) nominal thickness and 3 inches (76 mm) high, finished to match hardware.
- H. Pilaster Sleeves (Caps): Formed from stainless steel sheet, not less than 0.031-inch (0.79-mm) nominal thickness and 3 inches (76 mm) high, finished to match hardware.
- I. Urinal-Screen Post: Manufacturer's standard post design of material matching the thickness and construction of pilasters; with shoe and sleeve (cap) matching that on the pilaster.
- J. Brackets (Fittings):
  - 1. Full-Height (Continuous) Type: Manufacturer's standard design; stainless steel.
- K. Stainless Steel Finish: Directional Satin Finish: ASTM A480/A480M, No. 4 on exposed faces. Protect exposed surfaces from damage by application of strippable, temporary protective covering before shipment.

## 2.3 HARDWARE AND ACCESSORIES

- A. Door Hardware and Accessories: Manufacturer's operating hardware and accessories.
  - 1. Hinges:
    - a. Manufacturer's gravity-actuated, cam-action, self-closing type that can be adjusted to hold doors open at any angle up to 90 degrees, allowing emergency access by lifting door.
      - 1) Material, Gravity-Type Hinge: Stainless steel.
  - 2. Latch and Keeper: Manufacturer's surface-mounted latch unit designed for emergency access and with combination rubber-faced door strike and keeper. Provide units that comply with regulatory requirements for accessibility at toilet enclosures designated as accessible
    - a. Material: Stainless steel.
  - 3. Door Bumper: Manufacturer's rubber-tipped bumper at outswinging doors.
    - a. Material: Manufacturer's standard.
  - 4. Door Pull: Manufacturer's unit at outswinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at toilet enclosures designated as accessible.
    - a. Material: Stainless steel.
- B. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match items they are securing, with theft-resistant-type heads. Provide sex-type bolts for

through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized-steel, or other rust-resistant, protective-coated steel anchors compatible with related materials.

#### 2.4 MATERIALS

- A. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, Type 304, stretcher-leveled standard of flatness.
- B. Stainless Steel Castings: ASTM A743/A743M.

## 2.5 FABRICATION

- A. Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories and solid blocking within panel where required for attachment of toilet accessories.
- B. Floor-Anchored Units: Manufacturer's standard corrosion-resistant anchoring assemblies at pilasters and walls, with leveling adjustment nuts at pilasters for structural connection to floor. Provide shoes at pilasters to conceal anchorage.
- C. Urinal-Screen Posts: Manufacturer's standard corrosion-resistant anchoring assemblies at posts and walls, with leveling adjustment nuts at tops and bottoms of posts. Provide shoes and sleeves (caps) at posts to conceal anchorage.
- D. Door Size and Swings: Unless otherwise indicated, provide 24-inch- (610-mm-) wide inswinging doors for standard toilet enclosures and 36-inch- (914-mm-) wide outswinging doors with a minimum 32-inch- (813-mm-) wide clear opening for toilet enclosures designated as accessible.

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

## 3.1 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
  - 1. Maximum Clearances:
    - a. Pilasters and Panels or Screens: 1/2 inch (13 mm).
    - b. Panels or Screens and Walls: 1 inch (25 mm).
  - 2. Full-Height (Continuous) Brackets: Secure panels or screens to walls and to pilasters with full-height brackets.
    - a. Locate bracket fasteners so holes for wall anchors occur in masonry or tile joints.
    - b. Align brackets at pilasters with brackets at walls.
- B. Floor-Anchored Units: Set pilasters with anchors penetrating not less than 2 inches (51 mm) into structural floor unless otherwise indicated in manufacturer's written instructions. Level, plumb,

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and tighten pilasters. Hang doors and adjust so tops of doors are level with tops of pilasters when doors are in closed position.

C. Urinal Screens: Attach with anchoring devices to suit supporting structure. Set units level and plumb, rigid, and secured to resist lateral impact.

### 3.2 ADJUSTING

A. Hardware Adjustment: Adjust and lubricate hardware in accordance with hardware manufacturer's written instructions for proper operation. Set hinges on inswinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on outswinging doors to return doors to fully closed position.

END OF SECTION 102113.14 - STAINLESS STEEL TOILET COMPARTMENTS

## SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Public-use washroom accessories.
  - 2. Underlayatory guards.

## 1.2 ACTION SUBMITTALS

A. Product data.

## 1.3 INFORMATIONAL SUBMITTALS

A. Sample warranties.

### 1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

## 1.5 WARRANTY

- A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Ten (10) years from date of Substantial Completion.

#### PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Design accessories and fasteners to comply with the following requirements:
  - 1. Grab Bars: Installed units are able to resist 250 lbf (1112 N) concentrated load applied in any direction and at any point.

### 2.2 PUBLIC-USE WASHROOM ACCESSORIES

# A. Toilet Tissue (Roll) Dispenser "B":

- 1. Furnished by Owner and installed by the Contractor.
- 2. Description: Multiple-roll dispenser.
- 3. Mounting: Surface mounted.

## B. Paper Towel (Roll) Dispenser "E":

- 1. Furnished by Owner and installed by the Contractor.
- 2. Description: Pull-towel-actuated mechanism that permits controlled delivery of paper rolls in preset lengths.
- 3. Mounting: Surface mounted.

## C. Waste Receptacle "G":

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide Bradley Corporation; Waste Receptacle, Diplomat Series, Model 3A05; or comparable product by one of the following:
  - a. American Specialties, Inc., an ASI Group company.
  - b. A & J Washroom Accessories, Inc.
  - c. Bobrick Washroom Equipment, Inc.
  - d. GAMCO Specialty Accessories; a division of Bobrick Washroom Equipment, Inc.
  - e. Tubular Specialties Manufacturing, Inc.
- 2. Mounting: Open top, recessed.
- 3. Minimum Capacity: 12-gallon (1.6 cu. ft.).
- 4. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
- 5. Liner: Reusable vinyl liner.
- 6. Lockset: Tumbler type for waste receptacle.

## D. Soap Dispenser "D":

- 1. Furnished by Owner and installed by the Contractor.
- 2. Description: Designed for manual operation and dispensing soap in lather form.
- 3. Mounting: Vertically oriented, surface mounted.

### E. Grab Bar "A":

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide Bradley Corporation; Grab Bars, Model 812; or comparable product by one of the following:
  - a. American Specialties, Inc., an ASI Group company.
  - b. A & J Washroom Accessories, Inc.
  - c. Bobrick Washroom Equipment, Inc.
  - d. GAMCO Specialty Accessories; a division of Bobrick Washroom Equipment, Inc.
  - e. Tubular Specialties Manufacturing, Inc.
- 2. Mounting: Flanges with concealed fasteners.

- 3. Material: Stainless steel, 0.05 inch (1.3 mm) thick.
  - a. Finish: Smooth, ASTM A480/A480M No. 4 finish (satin).
- 4. OD: 1-1/2 inches (38 mm).
- 5. Configuration and Length: As indicated on Drawings.

#### F. Mirror Unit "C":

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide Bradley Corporation; Tempered Glass Mirror, Model 780-2; or comparable product by one of the following:
  - a. American Specialties, Inc., an ASI Group company.
  - b. A & J Washroom Accessories, Inc.
  - c. Bobrick Washroom Equipment, Inc.
  - d. GAMCO Specialty Accessories; a division of Bobrick Washroom Equipment, Inc.
  - e. Tubular Specialties Manufacturing, Inc.
- 2. Frame: Stainless steel angle, 0.05 inch (1.3 mm) thick.
  - a. Corners: Welded and ground smooth.
- 3. Size: As indicated on Drawings.
- 4. Hangers: Manufacturer's standard rigid, tamper and theft resistant.

### 2.3 UNDERLAVATORY GUARDS

### A. Underlayatory Guard:

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Plumberex Specialty Products, Inc.
  - b. Truebro by IPS Corporation.
- 2. Description: Insulating pipe covering for supply and drain piping assemblies that prevents direct contact with and burns from piping; allow service access without removing coverings.
- 3. Material and Finish: Antimicrobial, molded plastic, white.

## 2.4 FABRICATION

A. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six (6) keys to Owner's representative.

## PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. Install accessories in accordance with manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
  - 1. Remove temporary labels and protective coatings.
- B. Grab Bars: Install to comply with specified structural-performance requirements.

END OF SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

#### SECTION 123661.16 - SOLID SURFACING COUNTERTOPS

### PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

- 1. Solid surface material countertops.
- 2. Solid surface material backsplashes.
- 3. Solid surface material end splashes.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For countertop materials.
- B. Samples: For each type of material exposed to view.

## PART 2 - PRODUCTS

### 2.1 SOLID SURFACE COUNTERTOP MATERIALS

- A. Solid Surface Material: Homogeneous-filled plastic resin complying with ISFA 2-01.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Wilsonart LLC; 051; or a comparable product by one of the following:
    - a. Affinity Surfaces; a brand of Domain Industries, Inc.
    - b. Avonite Surfaces.
    - c. E. I. du Pont de Nemours and Company.
    - d. Formica Corporation.
    - e. LG Chemical, Ltd.
    - f. Meganite Inc.
    - g. Samsung Chemical USA, Inc.
    - h. Swan Corporation (The).
    - i. Transolid Div of Trumbull Industries.
  - 2. Type: Provide Standard type unless Special Purpose type is indicated.
  - 3. Colors and Patterns: As selected by Architect from manufacturer's full range.
- B. Particleboard: ANSI A208.1, Grade M-2-Exterior Glue.

### 2.2 FABRICATION

- A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."
  - 1. Grade: Custom.

## B. Configuration:

- 1. Front: Radius edge with apron, 2 inches (50 mm) high with 3/8-inch (9.5-mm) radius.
- 2. Backsplash: Straight, slightly eased at corner.
- 3. End Splash: Matching backsplash.

# C. Countertops:

- 1. 3/4-inch- (19-mm-)] thick, solid surface material with front edge built up with same material.
- D. Backsplashes: 1/2-inch- (12.7-mm-) thick, solid surface material.
- E. Joints:
  - 1. Fabricate countertops in sections for joining in field.

#### F. Cutouts and Holes:

1. Undercounter Plumbing Fixtures: Make cutouts for fixtures in shop using template or pattern furnished by fixture manufacturer. Form cutouts to smooth, even curves.

### 2.3 INSTALLATION MATERIALS

- A. Adhesive: Product recommended by solid surface material manufacturer.
- B. Sealant for Countertops: Comply with applicable requirements in Section 079200 "Joint Sealants."

## PART 3 - EXECUTION

# 3.1 INSTALLATION

- A. Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane.
- B. Secure countertops to subtops with adhesive according to solid surface material manufacturer's written instructions.
- C. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.

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- D. Install backsplashes and end splashes by adhering to wall and countertops with adhesive.
- E. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.
- F. Apply sealant to gaps at walls; comply with Section 079200 "Joint Sealants."

# END OF SECTION 123661.16 - SOLID SURFACING COUNTERTOPS