
PROJECT MANUAL

AN R&I FOR

East Bay 1, 2 Freedom 3 Provo UT Freedom Stake

424 WEST 1200 SOUTH

OREM, UTAH

PLAN SERIES: R&I

PROPERTY NUMBER: 526710219020101

APRIL 1, 2019

OWNER

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

UTAH AMERICAN FORK PROJECT MANAGEMENT OFFICE

ARCHITECT



ea architecture

EVANS & ASSOCIATES ARCHITECTURE
11576 SOUTH STATE STREET • STE 103B
DRAPER • UT 84020
801.553.8272

STRUCTURAL

CKR ENGINEERS

1295 NORTH STATE STREET, OREM, UT 84057
(801) 368-3915

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BIDDING REQUIREMENTS

FOR SMALL PROJECTS (U.S.)

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INVITATION TO BID (U.S.)

1. CONTRACTORS INVITED TO BID THE PROJECT:

See the Bid Invitation and Information Form

2. PROJECT:

East Bay 1, 2 Freedom 3
Provo UT Freedom Stake

3. LOCATION:

424 West 1200 South
Provo, UT 84601-5924

4. OWNER:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
c/o
American Fork Project Management Office
PO Box 268/110 E. Main Street
American Fork, Utah 84003

5. CONSULTANT:

Evans & Associates Architecture
11576 South State Street, Suite 103b
Draper, Utah

6. DESCRIPTION OF PROJECT:

- A. A structural upgrade to the suspended elements in the Chapel and Cultural Hall
- B. Products or systems may be provided under a Value Managed Relationship (VMR) the Owner has negotiated with the supplier. VMR products and systems are indicated as such in the Specifications.

7. TYPE OF BID: Bids will be on a lump-sum basis. Segregated bids will not be accepted.

8. TIME OF SUBSTANTIAL COMPLETION: The time limit for substantial completion of this work will be 45 calendar days and will be as noted in the Agreement.

9. BID OPENING: Sealed bids will be received at (See Bid Invitation and Information Form). Bids will be publicly opened at (See Bid Invitation and Information Form).

10. BIDDER'S QUALIFICATIONS: Bidding by the Contractors will be by invitation only.

11. OWNER'S RIGHT TO REJECT BIDS: Owner reserves the right to reject any or all bids and to waive any irregularity therein.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS (U.S.)

1. DOCUMENTS:

- A. Bidding Documents include Bidding Requirements and proposed Contract Documents. Proposed Contract Documents consist of:
 - 1) Agreement Between Owner and Contractor for Small Project (U.S.)
 - 2) Other documents included by reference
 - 3) Addenda.
- B. Bidding Requirements are those documents identified as such in proposed Project Manual.
- C. Addenda are written or graphic documents issued prior to execution of the Contract which modify or interpret the Bidding Documents. They become part of the Contract Documents as noted in the Agreement Between Owner and Contractor for Small Project (U.S.) upon execution of the Agreement by Owner.

2. BIDDER'S REPRESENTATIONS:

- A. By submitting a bid proposal, bidder represents that
 - 1) Bidder has carefully studied and compared Bidding Documents with each other. Bidder understands the Bidding Documents and the bid is fully in accordance with the requirements of those documents,
 - 2) Bidder has thoroughly examined the site and any building located thereon, has become familiar with local conditions which might directly or indirectly affect contract work, and has correlated its personal observations with requirements of proposed Contract Documents, and
 - 3) Bid is based on materials, equipment, and systems required by Bidding Documents without exception.

3. BIDDING DOCUMENTS:

- A. Copies
 - 1) Owner will provide the Bidding Documents as set forth in the Invitation to Bid.
 - 2) Partial sets of Bidding Documents will not be issued.
- B. Interpretation or Correction of Bidding Documents
 - 1) Bidders will request interpretation or correction of any apparent errors, discrepancies, and omissions in the Bidding Documents.
 - 2) Corrections or changes to Bidding Documents will be made by written Addenda.
- C. Substitutions and Equal Products
 - 1) Equal products may be approved upon compliance with Contract Document requirements.
 - 2) Base bid only on materials, equipment, systems, suppliers or performance qualities specified in the Bidding documents.
 - 3) Where a specified product is identified as a "quality standard", products of other manufacturers that meet the performance, properties, and characteristics of the specified "quality standard" may be used without specific approval as a substitute.
- D. Addenda. Addenda will be sent to bidders and to locations where Bidding Documents are on file no later than one week prior to bid opening or by fax no later than 48 hours prior to bid opening.

4. BIDDING PROCEDURES:

- A. Form and Style of Bids
 - 1) Use Owner's Bid Form.
 - 2) Bid will be complete and executed by authorized representative of Bidder.
 - 3) Do not delete from or add to the information requested on bid form.

- B. Submission of Bids
 - 1) Submit bid in sealed opaque envelope containing only bid form.
 - 2) It is bidder's sole responsibility to see that its bid is received at or before the specified time. Bids received after specified bid opening time may be returned to bidders unopened.
 - 3) No oral, facsimile transmitted, telegraphic, or telephonic bids, modifications, or cancellations will be considered.

- C. Modification or Withdrawal of Bid
 - 1) Bidder guarantees there will be no revisions or withdrawal of bid amount for 45 days after bid opening.
 - 2) Prior to bid opening, bidders may withdraw bid by written request or by reclaiming bid envelope.
 - 3) Prior to bid opening, bidder may mark and sign on the sealed envelope that bidder acknowledges any or all Addenda.

5. CONSIDERATION OF BIDS:

- A. Opening Of Bids - See Invitation to Bid.

- B. Acceptance Of Bid
 - 1) No bidder will consider itself under contract after opening and reading of bids until Owner accepts Contractor's Bid Proposal by executing same.
 - 2) Bidder's past performance, organization, subcontractor selection, equipment, and ability to perform and complete its contract in manner and within time specified, together with amount of bid, will be elements considered in award of contract.

6. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

- A. Agreement form will be "Agreement Between Owner and Contractor for Small Project (U.S.)" provided by Owner.

7. MISCELLANEOUS:

- A. Pre-Bid Conference. A pre-bid conference may be held at a time and place to be announced.

- B. Examination Schedule for Existing Building and Site
 - 1) John Tolman, Provo South FM, 801-949-9422

END OF DOCUMENT

INFORMATION AVAILABLE TO BIDDERS (U.S.)

1. ASBESTOS-CONTAINING MATERIAL (ACM)

- A. The building upon which work is being performed has been examined for asbestos-containing material. The following have been identified as containing asbestos in the areas of the building being worked on as part of this Project:
 - 1) No asbestos has been detected in the area being worked on.

END OF DOCUMENT

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BID FORM

FOR GENERAL CONTRACT WORK (U.S.)

PROJECT IDENTIFICATION:

East Bay 1, 2, Freedom 3
Provo UT Freedom Stake

OWNER:

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation
sole ("Owner")
American Fork Project Management Office
PO Box 268/110 E. Main Street
American Fork, Utah 84003

CONSULTANT:

Evans & Associates Architecture
11576 South State Street, Suite 103b
Draper, Utah

BID

1. In submitting this Bid, Bidder represents that:
 - a. If this Bid is accepted, Bidder will enter into an agreement with Owner to perform and furnish the Work described in the Bidding Documents for the Bid Price and within the Time of Substantial Completion indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
 - b. Bidder has carefully examined the Bidding Documents consisting of the Project Manual containing the Bidding Requirements, the Conditions of the Contract, and the Specifications, entitled _____, the Drawings entitled _____ and dated _____, and including sheets numbered _____, and addenda numbers _____.
 - c. Bidder has examined the site of the work, existing conditions, and all other conditions affecting the work on the above-named Project.
 - d. Bidder has carefully correlated the information known to Bidder and information and observations obtained from visits to the site with the Bidding Documents.
 - e. Bidder is familiar with federal, State, and local laws and regulations applicable to Project.
 - f. Bidder guarantees there will be no revisions or withdrawal of bid amount for forty-five (45) days after the bid opening.
2. Bidder hereby proposes to furnish all materials, labor, equipment, tools, transportations, services, licenses, fees, permits, etc., required by said documents to complete the Work described by the Contract Documents for the lump-sum of: _____ Dollars (\$ _____).
3. Bidder agrees to achieve substantial completion of the Work within the number of days indicated in the Invitation to Bid.

RESPECTFULLY SUBMITTED:

_____	Signature	
_____	Printed name	
_____	Title	
_____	Company name	
_____	Business Address	
_____	City, State, and Zip Code	
_____	Telephone	Fax
_____	Contact Email Address	

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CONSTRUCTION MATERIAL ASBESTOS STATEMENT (U.S.)

**PROJECTS FOR:
CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**

Building Name: _____

Building Plan Type: _____

Building Address: _____

Building Owner: Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

Project Number: _____

Completion Date: _____

As PROJECT CONSULTANT and principal in charge; based on my best knowledge, information, inspection, and belief; I certify that on the above referenced Project, no asbestos-containing building materials were specified in the construction documents or given approval in shop drawings or submittals.

Project Consultant and Principal in Charge (signature) Date

Company Name

As GENERAL CONTRACTOR in charge of construction; based on my best knowledge, information, inspection, and belief; I affirm that on the above-referenced Project, no asbestos-containing building materials were used in the construction.

General Contractor (signature) Date

Company Name

SMALL PROJECT AGREEMENT BETWEEN OWNER AND CONTRACTOR (U.S.)

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, (“Owner”) and _____ (“Contractor”) enter into this *Small Project Agreement Between Owner and Contractor (U.S.)* (“Agreement”) and agree as follows:

1. **Property/Project.**

Property/Project Number: _____
Property Address (“Project Site”): _____
Project Type: _____
Project Name (“Project”): _____
Stake Name: _____

2. **Scope of Work.** Contractor will furnish all labor, materials, tools, and equipment necessary to complete the Work in accordance with the Contract Documents. The Work is all labor, materials, tools, equipment, construction, and services required by the Contract Documents (the “Work”).

3. **Contract Documents.** Contract Documents consist of:

- a. This Agreement;
- b. Supplementary Conditions for Small Project Agreement Between Owner and Contractor (U.S.);
- c. The Specifications (Division 01 and Divisions _____);
- d. Drawings entitled and dated _____;
- e. Addendum No. with date(s) _____;
- f. All written Field Changes, written Construction Change Directives and written Change Orders when prepared and signed by Owner and Contractor.

4. **Compensation.** Owner will pay Contractor for performance of Contractor’s obligations under the Contract Documents the sum of _____ Dollars (\$_____) (the “Contract Sum”). This Contract Sum includes all labor, materials, equipment, tools, costs, expenses, work and services of Contractor and its subcontractors necessary to perform the Work in accordance with the terms of this Agreement, including without limitation travel, communications, and copying costs.

5. **Payment.**

- a. If the Contract Sum is over \$100,000 or if otherwise requested by Owner, Contractor will submit to Owner a schedule of values which allocates the Contractor’s Bid Proposal Amount to various portions of the Work. This schedule, when accepted by Owner will be used as a basis for reviewing Contractor’s payment requests.
- b. Not more than once each month, Contractor will submit a payment request to Owner. Owner will pay Contractor for work completed within thirty (30) days after Owner receives:
 - 1) Contractor’s payment request for work to date;
 - 2) a certification by Contractor that Contractor has paid for all labor, materials, and equipment relating to the Work covered by prior payment requests and that Contractor will pay for all labor, materials, and equipment relating to the Work covered by the current payment request; and
 - 3) releases of all mechanics’ liens and claims of subcontractors, laborers, or material suppliers who supplied labor and/or materials for the Work covered by the payment request.
 - 4) updated Construction Schedule.
- c. Owner may modify or reject the payment request if, in Owner’s opinion, the Work for which payment is requested is not acceptable or is less complete than represented on the payment request.
- d. Contractor will timely pay subcontractors their portion of fees and expenses that Owner has paid to Contractor.

6. **Extras and Change Orders.** Owner may order changes in the Work by altering, adding to, or deducting from the Work. In the event of such a change, the Contract Sum and/or the time of completion will be adjusted to reflect the change by means of a written Change Order signed by Contractor and Owner. Contractor will not

commence work on any change until either: (a) Contractor and Owner have executed a Change Order; or (b) Owner has issued a written order for the change acknowledging that there is a dispute regarding the compensation adjustment relating to the change. If Contractor proceeds with a change in the Work without complying with the preceding sentence, Contractor agrees that it will not be entitled to any additional compensation for such change.

7. **Warranty and Correction of Work.** For all Work, services, labor, materials, products, and equipment provided under the Contract Documents, Contractor provides and extends to Owner all statutory, common law, and standard industry warranties as well as those warranties set forth in Owner's Contract Documents. Unless a longer period is specified by Owner's Contract Documents or otherwise, Contractor, at a minimum and in addition to all other warranties, warrants all Work under the Contract Documents for at least one year. Specifically, and without limitation, Contractor will promptly correct at its own expense:
 - a. any portion of the Work which
 - 1) fails to conform to the requirements of the Contract Documents, or
 - 2) is rejected by the Owner as defective or because it is damaged or rendered unsuitable during installation or resulting from failure to exercise proper protection.
 - b. any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of completion of the Work or within such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents.
8. **Time of Completion.** Contractor will complete the Work and have it ready for Owner's inspection within _____ (_____) calendar days from Notice to Proceed issued by Owner. Time is of the essence. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Owner, or by changes in the Work, or by strikes, lockouts, unusual delay in transportation, unavoidable casualties, or acts of nature beyond Contractor's control, then the time for completion will be extended by the time that completion of the Work is delayed. However, Contractor expressly waives any damages for any such delays.
9. **Owner Provided Items.** Owner may provide furnishings, equipment, and/or other items for the Project. Contractor will install items furnished by Owner and/or receive, store, and protect such items on site until the date Owner accepts the Project.
10. **Product Requirements.** Contractor will provide products that comply with Contract Documents, are undamaged, and, unless otherwise indicated, are new and unused at time of installation. Contractor will provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.
11. **Permits, Surveys, and Taxes.** Contractor will obtain and pay for all permits and licenses, and also pay any applicable taxes. Contractor will also obtain and pay for any surveys it needs to perform the Work.
12. **Independent Contractor Relationship.** Contractor is not an agent or employee of Owner but is an independent contractor.
13. **Comply with Laws.** Contractor will comply, and ensure that all subcontractors comply, with all applicable laws, ordinances, rules, regulations, covenants, and restrictions.
14. **Indemnity and Hold Harmless.**
 - a. Contractor will indemnify and hold harmless Owner and Owner's representatives, employees, agents, architects, and consultants from and against any and all claims, liens, damages, liability, demands, costs, judgments, awards, settlements, causes of action, losses and expenses (collectively "Claims" or "Claim"), including but not limited to attorney fees, consultant fees, expert fees, copy costs, and other expenses, arising out of or resulting from performance of or failure to perform the Work, attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, except to the extent that such liability arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity includes, without limitation, indemnification of Owner from all losses or injury to Owner's property, except to the extent that such loss or injury arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity applies, without limitation, to include Claims occurring both during performance of the Work and/or subsequent to

completion of the Work. In the event that any Claim is caused in part by a party indemnified hereunder, that party will bear the cost of such Claim to the extent it was the cause thereof. In the event that a claimant asserts a Claim for recovery against any party indemnified hereunder, the party indemnified hereunder may tender the defense of such Claim to Contractor. If Contractor rejects such tender of defense and it is later determined that the negligence of the party indemnified hereunder did not cause all of the Claim, Contractor will reimburse the party indemnified hereunder for all costs and expenses incurred by that party in defending against the Claim. Contractor will not be liable hereunder to indemnify any party for damages resulting from the sole negligence of that party.

- b. In addition to the foregoing, Contractor will be liable to defend Owner in any lawsuit filed by any Subcontractor relating to the Project. Where liens have been filed against Owner's property, Contractor (and/or its bonding company which has issued bonds for the Project) will obtain lien releases and record them in the appropriate county and/or local jurisdiction and provide Owner with a title free and clear from any liens of Subcontractors. In the event that Contractor and/or its bonding company are unable to obtain a lien release, Owner in its absolute discretion may require Contractor to provide a bond around the lien or a bond to discharge the lien, at Contractor's sole expense.
 - c. In addition to the foregoing, Contractor will indemnify and hold Owner harmless from any claim of any other contractor resulting from the performance, nonperformance or delay in performance of the Work by Contractor.
 - d. The indemnification obligation herein will not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts.
15. **Work Restrictions.** Contractor will ensure that Contractor, its agents, employees, and subcontractors:
- a. Do not use or consume alcohol or cannabis, or illegally use drugs, on the Project Site or enter on or perform any Work on the Project Site while under their influence.
 - b. Do not smoke or vape anything on the Project Site. Do not use tobacco in any form on the Project Site.
 - c. Do not perform Work on the Project Site on Sundays except for emergency work.
 - d. Refrain from using profanity or being discourteous or uncivil to others on the Project Site or while performing Work under this Agreement.
 - e. Do not view or allow pornographic or other indecent materials on the Project Site.
 - f. Do not play obnoxious and/or loud music on the Project Site. Do not play any music within existing facilities.
 - g. Refrain from wearing immodest, offensive, or obnoxious clothing, while on the Project Site.
 - h. Do not bring weapons on the Project Site.
16. **Safety Hazards.** Contractor will ensure that no work or services will be performed that may pose an undue safety hazard to Contractor, Contractor's employees, or any other person.
17. **Contractor's Insurance.** Prior to performing any work, Contractor will obtain and maintain during the term of this Agreement the following insurance:
- a. Workers Compensation Insurance or evidence of exemption.
 - b. Employers Liability Insurance with minimum limits of the greater of \$500,000 E.L. each accident, \$500,000 E. L. disease-each employee, \$500,000 E.L. disease-policy limit or as required by the law of the state in which the Project is located.
 - c. Commercial General Liability Insurance – ISO Form CG 00 01 (12/07) or equivalent Occurrence policy which will provide primary coverage to the additional insureds (the Owner and the Architect) in the event of any Occurrence, Claim, or Suit with:
 - 1) Limits of the greater of: Contractor's actual coverage amounts or the following:
 - a) \$2,000,000 General Aggregate;
 - b) \$2,000,000 Products - Comp/Ops Aggregate;
 - c) \$1,000,000 Personal and Advertising Liability;
 - d) \$1,000,000 Each Occurrence; and
 - e) \$50,000 Fire Damage to Rented Premises (Each Occurrence)
 - 2) Endorsements attached to the General Liability policy including the following or their equivalent:
 - a) ISO Form CG-25-03 (05/09), Amendment of Limits of Insurance (Designated Project or Premises) describing the Agreement and specifying limits as shown above.
 - b) ISO Form CG 20 10 (07/04), Additional Insured – Owners, Lessees, Or Contractors (Form B),

naming Owner and Architect as additional insureds.

d. Automobile Liability Insurance, with:

- 1) Combined Single Limit each accident in the amount of no less than \$500,000; and
- 2) Coverage applying to "Any Auto" or its equivalent.

Contractor will provide evidence of these insurance coverages to Owner by providing an ACORD 25 (2010/05) Form or its equivalent: (1) listing Owner as the Certificate Holder and Additional Insured on the general liability and any excess liability policies, (2) listing the insurance companies providing coverage (all companies listed must be rated in A.M. Best Company Key Rating Guide-Property-Casualty and each company must have a rating of B+ Class VII or higher), (3) attaching the endorsements set forth above for the Certificate of Liability Insurance, and (4) bearing the name, address and telephone number of the producer and signed by an authorized representative of the producer. (The signature may be original, stamped, or electronic.) Notwithstanding the foregoing, Owner may, in writing and at its sole discretion, modify these insurance requirements.

18. **Resolution of Disputes.** In the event there is any dispute arising under the Contract Documents which cannot be resolved by agreement between the parties, either party may submit the dispute with all documentation upon which it relies to Director of Architecture, Engineering, and Construction, 50 East North Temple, Salt Lake City, Utah 84150, who will convene a dispute resolution conference within thirty (30) days. The dispute resolution conference will constitute settlement negotiations and any settlement proposal made pursuant to the conference will not be admissible as evidence of liability. In the event that the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the dispute resolution conference or be time barred. Submission of the dispute to the Director as outlined above is a condition precedent to the right to commence legal action to resolve any dispute. In the event that either party commences legal action to adjudicate any dispute without first submitting the dispute to the Director, the other party will be entitled to obtain an order dismissing the litigation without prejudice and awarding such other party any costs and attorney fees incurred by that party in obtaining the dismissal, including without limitation copy costs, and expert and consultant fees and expenses. Pending final resolution of a dispute hereunder, Contractor will proceed diligently with the performance of its obligations pursuant to this Agreement.
19. **Termination by Contractor.** In the event Owner materially breaches any term of the Contract Documents, Contractor will promptly give Written Notice of the breach to Owner. If Owner fails to cure the breach within ten (10) days of the Written Notice, Contractor may terminate this Agreement by giving Written Notice to Owner and recover from Owner the percentage of the Contract Sum represented by the Work completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation or damages as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
20. **Termination by Owner for Cause.** Should Contractor fail to timely provide Owner with the certificates of insurance, make a general assignment for the benefit of its creditors, fail to apply enough properly skilled workmen or specified materials to properly prosecute the Work in accordance with Contractor's schedule, or otherwise materially breach any provision of the Contract Documents, then Owner may, without any prejudice to any other right or remedy, give Contractor Written Notice thereof. If Contractor fails to cure its default within ten (10) days, Owner may terminate this Agreement by giving Written Notice to Contractor. In such case, Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor and/or take possession of the premises and all materials, tools, equipment, and appliances thereon, and finish the Work by whatever method Owner deems expedient. Contractor will not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, including compensation for additional administrative, architectural, consultant, and legal services (including without limitation attorney fees, expert fees, copy costs, and other expenses), such excess will be paid to Contractor, less any offsets. If such expense exceeds the unpaid

balance, Contractor will pay the difference to Owner. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.

21. **Termination by Owner for Convenience.** Notwithstanding any other provision contained in the Contract Documents, Owner may, without cause and in its absolute discretion, terminate this Agreement at any time. In the event of such termination, Contractor will be entitled to recover from Owner the percentage of the Contract Sum equal to the percentage of the Work which Owner and/or its architect determines has been completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
22. **Enforcement.** In the event either party commences legal action to enforce or rescind any term of this Agreement, the prevailing party will be entitled to recover its attorney fees, costs and legal expenses, including without limitation all copy costs and expert and consultant fees and expenses, incurred in that action and on all appeals, from the other party.
23. **Ownership of Materials, Products, and Intellectual Property Rights.** Owner will retain ownership and intellectual property rights in all plans, designs, drawings, documents, concepts, and materials provided by or on behalf of Owner to Contractor and to all work products of Contractor and its subcontractors for products, services, and Work provided under this Agreement, such products, services, and Work of Contractor and its subcontractors constituting works made for hire. Neither Contractor nor its subcontractors will reuse any portion of such items provided by Owner or work products developed by Contractor or its subcontractors for Owner pursuant to this Agreement or disclose any such items to any third party without the prior written consent of Owner. Owner may withhold its consent in its absolute discretion. Contractor shall obtain the written agreement of each of its subcontractors to the terms of this section prior to permitting the subcontractor to perform any services contemplated by this Agreement.
24. **Comply with Intellectual Property Rights of Others.** Contractor represents and warrants that no Work or services (with its means, methods, goods, and services attendant thereto), provided to Owner will infringe or violate any right of any third party and that Owner may use and exploit such Work, means, methods, goods, and services without liability or obligation to any person or entity (specifically and without limitation, such Work, means, methods, goods, and services will not violate rights under any patent, copyright, trademark, or other intellectual property right or application for the same).
25. **Ownership and Use of Renderings and Photographs.** Renderings, photographs, and/or other images of or representing the services, Work, or any improvement on or relative to the Project Site, whether created before, during, or at completion of construction (and whether created by Owner, Contractor, or Contractor's subcontractors), are the property of the Owner. Contractor hereby transfers and assigns to Owner all ownership and intellectual property rights that Contractor and/or its subcontractors may have in and to all such renderings, photographs, and other images. The Owner reserves all rights including copyrights and other intellectual property rights to such renderings, photographs, and other images. No such renderings, photographs, or other images shall be used or distributed without written consent of the Owner.
26. **Public Statements.** Contractor will not make any statements or provide any information to the media about the Project or Work without the prior written consent of Owner. If Contractor receives any requests for information from media, Contractor will refer such requests to Owner.
27. **Confidentiality.** Contractor shall ensure that Contractor and its subcontractors, and the employees, agents and representatives of Contractor and its subcontractors, maintain in strict confidence, and shall use and

disclose only as authorized by Owner all Confidential Information of Owner that Contractor receives in connection with the performance of this Agreement. Notwithstanding the foregoing, Contractor may use and disclose any information to the extent required by an order of any court or governmental authority, but only after it has notified Owner and Owner has had an opportunity to obtain reasonable protection for such information in connection with such disclosure. For purposes of this Agreement, "Confidential Information" means:

- a. The name or address of any affiliate, customer or contractor of Owner or any information concerning the transactions of any such person with Owner;
- b. Any contracts, agreements, business plans, budgets or other financial information, renderings, photographs, and materials provided by Owner, relating to the Work or any improvement on the Project Site to the extent such has not been made available to the public by the Owner;
- c. Any other information that is marked or noted as confidential at the time of its disclosure.

28. **No Commercial Use of Transaction or Relationship.** Without the prior written consent of Owner, which Owner may grant or withhold in its sole discretion, neither Contractor nor Contractor's affiliates, officers, directors, agents, representatives, shareholders, members, Subcontractors, or employees shall make any private commercial use of their relationship to Owner or the Project, including, without limitation:

- a. By referring to the Owner or Project verbally or in any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials except as may be necessary for Contractor to perform Contractor's obligations under the terms of this Agreement;
- b. By using or allowing the use of any photographs of the Work or Project or any part thereof, or of any service marks, trademarks or trade names or other intellectual property now or which may hereafter be associated with, owned by or licensed by Owner, in connection with any work, service or product; or
- c. By contracting with or receiving money or anything of value from any person or commercial entity to facilitate such person or entity obtaining any type of commercial identification, advertising or visibility in connection with the Owner or Project.

Notwithstanding the foregoing, Contractor may include a reference to Owner or the Project in a professional résumé or other similar listing of Contractor's references without seeking Owner's written consent in each instance, provided that such reference to Owner or the Project is included with at least several other similar references to projects of different owners and is given no more prominence than such other references.

29. **Entire Agreement.** This Agreement contains the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the Project. This Agreement may be amended only by a writing signed by both parties. This Agreement will not be construed to create a contractual relationship of any kind between any persons or entities other than Owner and Contractor.

30. **Assignment.** Contractor will not assign any right or obligation hereunder without the prior written consent of the Owner, which consent may be granted or withheld in Owner's absolute discretion.

31. **Governing Law.** The parties acknowledge that the Contract Documents have substantial connections to the State of Utah. The Contract Documents will be deemed to have been made, executed, and delivered in Salt Lake City, Utah. To the maximum extent permitted by law, (i) the Contract Documents and all matters related to their creation and performance will be governed by and enforced in accordance with the laws of the State of Utah, excluding conflicts of law rules, and (ii) all disputes arising from or related to the Contract Documents will be decided only in a state or federal court located in Salt Lake City, Utah and not in any other court or state. Toward that end, the parties hereby consent to the jurisdiction of the state and federal courts located in Salt Lake City, Utah and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.

32. **Effective Date.** The effective date of this Agreement is the date indicated by Owner's signature.

OWNER:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints,
a Utah corporation sole.

CONTRACTOR:

(company)

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Address:

Address:

Telephone No:

Telephone No:

Facsimile No:

Facsimile No:

Email:

Email:

Effective Date:

Fed. I.D. or SSN:

License No:

Reviewed By:

Date Signed:

SAMPLE

SUPPLEMENTARY CONDITIONS

FOR SMALL PROJECT AGREEMENT BETWEEN OWNER AND CONTRACTOR (U.S.)

ITEM 1 - GENERAL

1. Conditions of the Small Project Agreement Between Owner and Contractor (U.S.) apply to each Division of the Specifications.
2. Provisions contained in Division 01 apply to all Divisions of the Specifications.

ITEM 2 - LIQUIDATED DAMAGES PAYABLE TO OWNER

This section may be included as a separate additional paragraph to the Small Project Agreement Between Owner and Contractor (U.S.), at Owner's discretion:

Delay in Completion of the Work. For each day after the expiration of the designated Time of Completion that Contractor has not completed the Work, Contractor will pay Owner the amount of Two Hundred and Fifty dollars (\$250) per day as liquidated damages for Owner's loss of use and the added administrative expense to Owner to administer the Project during the period of delay. In addition, Contractor will reimburse Owner for any additional Architect's fees, attorneys' fees, expert fees, consultant fees, copy costs, and other expenses incurred by Owner as a result of the delay. Owner may deduct any liquidated damages or reimbursable expenses from any money due or to become due to Contractor. If the amount of liquidated damages and reimbursable expenses exceeds any amounts due to Contractor, Contractor will pay the difference to Owner within ten (10) days after receipt of a written request from Owner for payment.

ITEM 3 - STATE SPECIFIC SUPPLEMENTARY CONDITIONS

Utah

UTAH STATE SALES TAX:

Add the following to the Small Project Agreement Between Owner and Contractor (U.S.):

1. Contractors should be exempt on purchases of material installed or converted into real property to be used by the Owner. The Contractor will furnish each vendor with a completed Exemption Certificate Form TC-721. The certificate will be prepared by the Contractor for each vendor in order to obtain the exemption.
2. The Owner's tax exempt number is 11871701-002-STC.

UTAH NOTICE OF INTENT TO OBTAIN FINAL COMPLETION:

Add the following to the Small Project Agreement Between Owner and Contractor (U.S.):

- A. Contractor shall file with the State Construction Registry, on its own behalf and/or on behalf of Owner, a notice of intent to obtain final completion at least 45 days before the day on which the Owner or Contractor files or could file a notice of completion under Utah Code Ann. Section 38-1a-506 if:
 1. The completion of performance time under the original contract for construction work is greater than 120 days;
 2. The total original construction contract price exceeds \$500,000; and
 3. The original contractor or owner has not obtained a payment bond in accordance with Utah Code Ann. Section 14-2-1.

UTAH NOTICE OF COMPLETION:

Add the following to the Small Project Agreement Between Owner and Contractor (U.S.):

- A. Within five (5) calendar days of final completion of the Project and in compliance with Section 38-1a-507 Utah Code Annotated, Contractor shall file with the State Construction Registry, and copy to Owner, a notice of completion which shall include, without limitation, the following:
1. The name, address, telephone number, and email address of the person filing the notice of completion;
 2. The name of the county in which the Project and/or Project site is located;
 3. The date on which final completion is alleged to have occurred;
 4. The method used to determine final completion; and
 5. One of the following:
 - a. The tax parcel identification number of each parcel included in the Project and/or Project site;
 - b. The entry number of a preliminary notice on the same project that includes the tax parcel identification number of each parcel included in the Project and/or Project site; or
 - c. The entry number of the building permit issued for the Project.
- B. Notwithstanding any other provision of the Contract Documents to the contrary, Contractor and Owner agree that any breach or failure to comply with this Section by the Contractor will constitute a breach of contract and the Contractor will be liable for any direct, indirect, or consequential damages to the Owner flowing from this breach.

UTAH STATE PROGRESS PAYMENTS AND FINAL PAYMENT:

Replace paragraph 5 of the Small Project Agreement Between Owner and Contractor (U.S.) with the following:

5. Payment

- a. If the Contractor's Bid Proposal Amount is over \$100,000, Contractor will submit to Owner a schedule of values which allocates the Contractor's Bid Proposal Amount to various portions of the Work. This schedule, when accepted by Owner, will be used as a basis for reviewing Contractor's payment requests.
- b. Progress Payments: Not more than once each month, Contractor will submit a payment request to Owner. Owner will pay Contractor progress payments for work completed within fifteen (15) days after Owner receives:
 1. Contractor's progress payment request for work to date;
 2. A certification by Contractor that Contractor has paid for all labor, materials, and equipment relating to the Work covered by prior payment requests and that Contractor will pay for all labor, materials, and equipment relating to the Work covered by the current payment request; and
 3. Conditional Waiver and Release Upon Progress Payment documents submitted by Contractor (in content complying with Utah Code § 38-1a-802) executed by each of the subcontractors performing work and/or providing materials covered by the Contractor's progress payment request.
- c. Final Payment: Owner will make full and final payment of the Contract Sum due within thirty (30) days of the completion of all of the following requirements:
 1. Contractor has submitted its final payment request;
 2. Contractor has submitted a certification that Contractor has paid for all labor, materials, and equipment relating to the Work covered by prior payment requests and that Contractor will pay for all labor, materials, and equipment relating to the Work covered by the final payment request; and
 3. Contractor has submitted Waiver and Release Upon Final Payment documents (in content complying with Utah Code § 38-1a-802) executed by each of the subcontractors performing work and/or providing materials covered by the Contractor's final payment request.

Acceptance of final payment by Contractor or any Subcontractor will constitute a waiver of claims by the payee except for those claims previously made to Owner in writing and identified by Contractor in its affidavit as still pending.

If the aggregate of previous payments made by Owner exceeds the amount due Contractor, Contractor will reimburse the difference to Owner.

- d. Owner may modify or reject any payment request if, in Owner's opinion, the Work for which payment is requested is not acceptable or is less complete than represented on the payment request.

- e. Upon receipt of any payment from Owner, Contractor will pay to each Subcontractor the amount paid to Contractor on account of such Subcontractor's portion of the Work.
- f. Contractor will maintain a copy of each payment request at the Project site for review by the Subcontractors.
- g. No payment made, either in whole or in part, by Owner will be construed to be an acceptance of defective or improper materials or workmanship.

END OF DOCUMENT

DIVISION 01**SECTION 01 0000****GENERAL REQUIREMENTS: R&I PROJECT**

- 01 1000 SUMMARY**
- 01 1400 WORK RESTRICTIONS**
- 01 3000 ADMINISTRATIVE REQUIREMENTS**
- 01 3100 PROJECT MANAGEMENT AND COORDINATION**
- 01 3300 SUBMITTAL PROCEDURES**
- 01 3500 SPECIAL PROCEDURES**
- 01 4000 QUALITY REQUIREMENTS**
- 01 4301 QUALITY ASSURANCE – QUALIFICATIONS**
- 01 4523 TESTING AND INSPECTING SERVICES**
- 01 5000 TEMPORARY FACILITIES AND CONTROLS**
- 01 6100 COMMON PRODUCT REQUIREMENTS**
- 01 6200 PRODUCT OPTIONS**
- 01 6600 DELIVERY, STORAGE, AND HANDLING REQUIREMENTS**
- 01 7000 EXECUTION REQUIREMENTS**
- 01 7400 CLEANING AND WASTE MANAGEMENT**
- 01 7700 CLOSEOUT PROCEDURES**
- 01 7800 CLOSEOUT SUBMITTALS**

SECTION 01 1000 SUMMARY

- A. Work Covered By Contract Documents:
 - 1. Provisions contained in Division 01 apply to all other sections and divisions of Specifications. All instructions contained in Specifications are directed to Contractor. Unless specifically provided otherwise, all obligations set forth in Specifications are obligations of Contractor.
 - 2. Comply with applicable laws and regulations.

SECTION 01 1400 WORK RESTRICTIONS

- A. Project Conditions:
 - 1. During construction period, Contractor will have use of premises for construction operations. Contractor will ensure that Contractor, its employees, subcontractors, and employees comply with following requirements:
 - a. Confine operations to areas within Contract limits shown on Drawings. Do not disturb portions of site beyond Contract limits.
 - b. Do not allow alcoholic beverages, illegal drugs, or persons under their influence on Project Site.
 - c. Do not allow use of tobacco in any form on Project Site.
 - d. Do not allow pornographic or other indecent materials on site.
 - e. Do not allow work on Project Site on Sundays except for emergency work.
 - f. Refrain from using profanity or being discourteous or uncivil to others on Project Site or while performing The Work.
 - g. Wear shirts with sleeves, wear shoes, and refrain from wearing immodest, offensive, or obnoxious clothing, while on Project Site.
 - h. Do not allow playing of obnoxious and loud music on Project Site. Do not allow playing of any music within existing facilities.
 - i. Do not build fires on Project Site.
 - j. Do not allow weapons on Project Site, except those carried by law enforcement officers and/or other uniformed security personnel who have been retained by Owner or Contractor to provide security services.
 - 2. Existing Facilities:
 - a. If Owner will occupy existing building, reasonably accommodate use of existing facilities by Owner.

SECTION 01 3000 ADMINISTRATIVE REQUIREMENTS

A. Administrative Requirements:

1. Coordination:
 - a. Coordinate construction activities to ensure efficient and orderly installation of each part of the Work.
 - b. Coordinate construction operations that are dependent upon each other for proper installation, connection, and operation.
 - c. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

SECTION 01 3100 PROJECT MANAGEMENT AND COORDINATION**A. Multiple Contract Coordination:**

1. Contractor shall be responsible for coordination of Temporary Facilities and Controls, Construction Waste Management and Disposal services, and Final Cleaning for entire Project unless directed otherwise by Owner's Representative for those who perform work on Project from Notice to Proceed to date of Substantial Completion.

B. Project Meetings And Conferences:

1. Attend preconstruction conference and organizational meeting scheduled by Architect or Owner Representative at Project site or other convenient location.
2. Be prepared to discuss items of significance that could affect progress, including such topics as:
 - a. Construction schedule, equipment deliveries, general inspection of tests, preparation of record documents and O&M manuals, project cleanup, security, shop drawings, samples, use of premises, work restrictions, and working hours.
2. Pre-Installation Conferences.
 - a. Attend pre-installation conferences specified in Contract Document.

SECTION 01 3300 SUBMITTAL PROCEDURES**A. Submittal Procedure:**

1. Coordination: Coordination preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently before performance of related construction activities to avoid delay.
2. Process Time: Allow sufficient review time so installation will not be delayed by time required to process submittals.
3. Identification: Place permanent label or title block on each submittal for identification. Include name of entity that prepared each submittal on label or title block.
4. Transmittal: Package each submittal appropriately for transmittal and handling.

B. Action Submittals:

1. Product Data: Submit product data, as required by individual Sections of Specifications.
2. Shop Drawings: Submit shop drawings for review and designate (stamp) approval of shop drawings.
3. Samples: Samples used for comparison with actual component to be installed. Samples when accepted will be used for quality comparisons throughout course of construction.

C. Informational Submittals:

1. Informational submittals are design data, test reports, certificates, manufacturer's instructions, manufacturer's field reports, and other documentary data affirming quality of products and installations.
 - a. Return copies or PDF files marked with action taken and with corrections or modifications required.

D. Closeout Submittals:

1. Submittals that occur during project closeout.

SECTION 01 3500 SPECIAL PROCEDURES**A. Quality Assurance:**

1. Hot Work Permit (Available from Owner's Representative):
 - a. Required for doing hot work involving open flames or producing heat or sparks such as:
 - 1) Brazing.
 - 2) Cutting.

- 3) Grinding.
- 4) Soldering.
- 5) Thawing pipe.
- 6) Torch applied roofing.
- 7) Welding.

SECTION 01 4000 QUALITY REQUIREMENTS

A. Administrative Requirements:

1. Conflicting Requirements:
 - a. If compliance with two or more standards is specified and standards establish different or conflicting requirements for minimum quantities or quality levels, comply with most stringent requirement.
2. Minimum Quantity or Quality Levels:
 - a. Quantity or quality level shown or specified shall be the minimum provided or performed. Actual installation may comply exactly with minimum quantity or quality specified, or it may exceed minimum within reasonable limits.
3. Submit to Owner permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records establishing compliance with standards and regulations bearing upon performance of the Work.

B. Quality Assurance:

1. Testing and inspecting services are used to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
2. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to verify compliance and guard against defects and deficiencies and substantiate that proposed construction will comply with requirements. Owner or Owner's designated representative(s) will perform quality assurance to verify compliance with Contract Documents.
3. Notify Owner immediately if asbestos-containing materials or other hazardous materials are encountered while performing the Work.

C. Quality Control:

1. Quality Control Services:
 - a. Quality Control will be sole responsibility of Contractor.
 - 1) 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 performed by Contractor.
 - a) They do not include inspections, tests or related actions performed by Architect or Owner Representative, governing authorities or independent agencies hired by Owner or Architect.
 - b) Quality assurance performed by Owner will be used to validate Quality Control performed by Contractor.
 - 2) Where services are indicated as Contractor's responsibility, engage qualified Testing Agency to perform these quality control services:
 - a) Contractor will not employ same testing entity engaged by Owner, without Owner's written approval.

D. Repair And Protection:

1. On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
2. Protect construction exposed by or for Quality Assurance and Quality Control activities.
3. Repair and protection are Contractor's responsibility, regardless of assignment of responsibility for Quality Assurance and Quality Control Services.

SECTION 01 4301 QUALITY ASSURANCE - QUALIFICATIONS

A. Qualifications: Qualifications in this Section establish minimum qualification levels required; individual Specification Sections specify additional requirements:

1. Fabricator / Supplier / Installer Qualifications:

- a. Firm experienced in producing products similar to those indicated for this Project and with record of successful in-service performance, as well as sufficient production capacity to produce required units:
 - 1) Where heading '*VMR (Value Managed Relationship) Suppliers / Installers*' is used to identify list of specified suppliers or installers, Owner has established relationships that extend beyond requirements of this Project. No other suppliers / installers will be acceptable. Follow specified procedures to preserve relationships between Owner and specified suppliers / installers and advantages that accrue to Owner from those relationships.
 - 2) Where heading '*Acceptable or Approved Suppliers / Installers / Fabricators*' is used to identify list of specified suppliers / installers / fabricators, use only one of listed suppliers / installers / fabricators. No others will be acceptable.
2. Factory-Authorized Service Representative Qualifications:
 - a. Authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
3. Installer Qualifications:
 - a. Firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with record of successful in-service performance.
4. Manufacturer Qualifications:
 - a. Firm experienced in manufacturing products or systems similar to those indicated for this Project and with record of successful in-service performance, as well as sufficient production capacity to produce required units.
5. Manufacturer's Field Services Qualifications:
 - a. Experienced authorized representative of manufacturer to inspect field-assembled components and equipment installation, including service connections.
6. 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 kind indicated:
 - 1) Engineering services are defined as those performed for installations of system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
7. Specialists:
 - a. Certain sections of Specifications require that specific construction activities will be performed by entities who are recognized experts in those operations:
 - 1) Specialists will satisfy qualification requirements indicated and will be engaged for activities indicated.
 - 2) Requirement for special will not supersede building codes and regulations governing the Work.
8. Testing Agency Qualifications:
 - a. Independent Testing Agency with experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - b. Testing Laboratory:
 - 1) AASHTO Materials Reference Laboratory (AMRL) Accreditation Program.
 - 2) Cement and Concrete Reference Laboratory (CCRL).
 - 3) Nationally Recognized Testing Laboratory (NRTL): Nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 4) National Voluntary Laboratory (NVLAP): Testing Agency accredited according to National Institute of Standards and Technology (NIST) Technology Administration, U. S. Department of Commerce Accreditation Program.

SECTION 01 4523 TESTING AND INSPECTION SERVICES

- A. Submittals:
 1. Certificates: Testing Agency will submit certified written report of each inspection, test, or similar service.
 2. Tests and Evaluation Reports:
 - a. Testing Agency or Agencies will prepare logs, test reports, and certificates applicable to specific tests and inspections and deliver copies to Owner's Representative and to each of following if involved on project: Architect, Consulting Engineers (Engineer of Record), General Contractor, Authorities Having Jurisdiction (if required).

3. Testing Agency:
 - a. Qualifications of Testing Agency management, personnel, inspector and technicians designated to project.
 - b. Provide procedures for non-destructive testing, equipment calibration records, personnel training records, welding inspection, bolting inspection, shear connector stud inspection, and seismic connection inspections.
- B. Quality Assurance:
 1. Owner or Owner's designated representative(s) will perform quality assurance. Owner's quality assurance procedures may include observations, inspections, testing, verification, monitoring and any other procedures deemed necessary by Owner to verify compliance with Contract Documents.
 2. Owner will employ independent Testing Agencies to perform certain specified testing, as Owner deems necessary.
 3. Certification:
 - a. Product producers and associations, which have instituted approved systems of quality control and which have been approved by document approval agencies, are not required to have further testing.
 - b. Concrete mixing plants, plants producing fabricated concrete and wood or plywood products certified by agency, lumber, plywood grade marked by approved associates, and materials or equipment bearing underwriters' laboratory labels require no further testing and inspection.
 4. Written Practice for Quality Assurance:
 - a. Testing Agency will maintain written practice for selection and administration of inspection personnel, describing training, experience, and examination requirements for qualification and certification of inspection personnel.
 - b. Written practice will describe testing agency procedures for determining acceptability of structure in accordance with applicable codes, standards, and specifications.
 - c. Written practice will describe Testing Agency inspection procedures, including general inspection, material controls, visual welding inspection, and bolting inspection.
- C. Quality Control:
 1. Quality Control will be sole responsibility of Contractor. Contractor will be responsible for testing, coordination, start-up, operational checkout, and commissioning of all items of the Work included in Project. All costs for these services will be included in Contractor's cost of the Work.
 2. Notify results of all Testing and Inspection performed by Contractor's independent Testing Agencies to Architect and/or Owner's Representative within 24 hours of test or inspection having been performed:
 - a. Testing and Inspection Reports will be distributed as follows:
 - 1) 1 copy to Owner's Representative.
 - 2) 1 copy to Architect.
 - 3) 1 copy to Consulting Engineer(s) (Engineer of Record).
 - 4) 1 copy to Authorities Having Jurisdiction (if required).
 3. Contractor's Responsibility:
 - a. Owner's employment of an independent Testing Agency does not relieve Contractor of Contractor's obligation to perform the Work in strict accordance with requirements of Contract Documents.
 - b. Tests and inspections that are not explicitly assigned to Owner are responsibility of Contractor.
 - c. Cooperate with Testing Agency(s) performing required inspections, tests, and similar services and provide reasonable auxiliary services as requested. Notify Testing Agency before operations to allow assignment of personnel. Auxiliary services required include but are not limited to:
 - 1) Providing access to the Work and furnishing incidental labor, equipment, and facilities deemed necessary by Testing Agency to facilitate inspections and tests at no additional cost to Owner.
 - 2) Taking adequate quantities of representative samples of materials that require testing or helping Testing Agency in taking samples.
 - 3) Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - 4) Providing Testing Agency with preliminary design mix proposed for use for materials mixes that require control by Testing Agency.
 - d. For any requested inspection, Contractor will complete prior inspections to ensure that items are ready for inspection.
 - e. All Work is subject to testing and inspection and verification of correct operation.
 - f. Comply:

- 1) Upon completion of Testing Agency's inspection, testing, sample-taking, and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
 - 2) Comply with Contract Documents in making such repairs.
- g. Data:
- 1) Furnish records, drawings, certificates, and similar data as may be required by testing and inspection personnel to assure compliance with Contract Documents.
- h. Defective Work (Non-Conforming Work): Non-conforming Work as covered in General Conditions applies, but is not limited to following requirements Protection:
- 1) Where results of inspections, tests, or similar services show that the Work does not comply with Contract Document requirements, correct deficiencies in the Work promptly to avoid work delays.
 - 2) Where testing personnel take cores or cut-outs to verify compliance, repair prior to acceptance.
 - 3) Contractor will be responsible for any and all costs incurred resulting from inspection that was scheduled prematurely or retesting due to failed tests.
 - 4) Remove and replace any Work found defective or not complying with contract document requirements at no additional cost to Owner.
 - 5) Should test return unacceptable results, Contractor will bear all costs of retesting and re-inspection as well as cost of all material consumed by testing, and replacement of unsatisfactory material and/or workmanship.
- i. Protection:
- 1) Protect construction exposed by or for quality assurance and quality control service activities, and protect repaired construction.
- j. Scheduling: Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities:
- 1) Schedule testing and inspections in advance so as not to delay the Work and to eliminate any need to uncover the Work for testing or inspection.
 - 2) Notify Testing Agency and Architect or Owner as noted in Sections in Division 01 thru Division 50 prior to any time required for such services.
 - 3) Incorporate adequate time for performance of all inspections and correction of noted deficiencies.
 - 4) Schedule sequence of activities to accommodate required services with minimum of delay.
 - 5) Schedule sequence of activities to avoid necessity of removing and replacing construction to accommodate testing and inspections.
- k. Test and Inspection Log:
- 1) Provide system of tracking all field reports, describing items noted, and resolution of each item. Prepare record of tests and inspections. Include following requirements:
 - (a) Date test or inspection was conducted.
 - (b) Description of the Work tested or inspected.
 - (c) Date test or inspection results were transmitted to Architect or Owner Representative.
 - (d) Identification of Testing Agency or inspector conducting test or inspection.
 - 2) Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's or Owner's reference during normal working hours.
- D. Tests And Inspections - General:
1. Testing specifically identified to be conducted by Owner, will be performed by an independent entity and will be arranged and paid for by Owner.
 2. Individual Sections in Division 01 through Division 50 indicate if Owner will provide testing and inspection of the Work of that Section.
 3. Owner may engage additional consultants for testing, air balancing, commissioning, or other special services:
 - a. Activities of any such Owner consultants are in addition to Contractor testing of materials or systems necessary to prove that performance is in compliance with Contract requirements.
 - b. Contractor must cooperate with persons and firms engaged in these activities.
 4. Tests include but not limited to those described in detail in 'Field Quality Control' in Part 3 of Individual Sections in Divisions 01 through Division 50.
 5. Taking Specimens:
 - a. Only testing laboratory shall secure, handle, transport, or store any samples and specimens for testing.
 6. Scheduling Testing Agency:

- a. Contractor will coordinate the Work and facilitate timeliness of such testing and inspecting services so as not to delay the Work.
- b. Contractor will notify Testing Agency and Architect or Owner Representative to schedule tests and / or inspections.

E. Testing Agency Services And Responsibility:

1. Testing Agency, including independent testing laboratories, will be licensed and authorized to operate in jurisdiction in which Project is located:
 - a. Approved Testing Agency Qualifications: Requirements of Section 01 4301 apply.
2. Testing and Inspection Services:
 - a. Testing Agency will not release, revoke, alter, or increase Contract Document requirements or approve or accept any portion of the Work.
 - b. Testing Agency will not give direction or instruction to Contractor.
 - c. Testing Agency will have full authority to see that the Work is performed in strict accordance with requirements of Contract Documents and directions of Owner's Representative and/or Architect.
 - d. Testing Agency will not provide additional testing and inspection services beyond scope of the Work without prior approval of Owner's Representative and/or Architect.
3. Testing Agency Duties:
 - a. Independent Testing Agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual specification Sections will cooperate with Architect or Owner Representative and Contractor in performance of its duties and will provide qualified personnel to perform required inspections and tests.
 - b. Testing Agency will test or obtain certificates of tests of materials and methods of construction, as described herein or elsewhere in technical specification.
 - c. Testing Agency will provide management, personnel, equipment, and services necessary to perform testing functions as outlined in this section.
 - d. Testing Agency must have experience and capability to conduct testing and inspecting indicated by ASTM standards and that specializes in types of tests and inspections to be performed.
 - e. Testing Agency will comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, ASTM D3666, ASTM D3740, and other relevant ASTM standards.
 - f. Testing Agency must calibrate all testing equipment at reasonable intervals (minimum yearly) with accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.
 - g. Welding Procedure Review: Testing Agency will provide review and approval or rejection of all welding procedures to be used and verify compliance with all reference standard requirements.
4. Testing and Inspection Reports:
 - a. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
 - b. Laboratory Reports: Testing Agency will furnish reports of materials and construction as required, including:
 - 1) Description of method of test.
 - 2) Identification of sample and portion of the Work tested:
 - (a) Description of location in the Work of sample.
 - (b) Time and date when sample was obtained.
 - (c) Weather and climatic conditions at time when sample was obtained.
 - 3) Evaluation of results of tests including recommendations for action.
 - c. Inspection Reports:
 - 1) Testing Agency will furnish "Inspection at Site" reports for each site visit documenting activities, observations, and inspections.
 - 2) Include notation of weather and climatic conditions, time and date conditions and status of the Work, actions taken, and recommendations or evaluation of the Work.
 - d. Reporting Testing and Inspection (Conforming Work):
 - 1) Submit testing and inspection reports as required within twenty four (24) hours of test or inspection having been performed.
 - e. Reporting Testing and Inspection Defective Work (Non-Conforming Work):
 - 1) Testing Agency, upon determination of irregularities, deficiencies observed or test failure(s) observed in the Work during performance of its services of test or inspection having been performed, will:

- (a) Verbally notify results to Architect, Contractor, and Owner's Representative within one hour of test or inspection having been performed (if Defective Work (Non-Conforming Work) is incorporated into project).
 - (b) Submit written inspection report and test results as required within twenty four (24) hours of test or inspection having been performed.
 - f. Final Report:
 - 1) Submit final report of tests and inspections at Substantial Completion, which identify unresolved deficiencies.
- F. Architect's Responsibility:
 - 1. Architect Duties:
 - a. Notify Owner's Representative before each test and/or inspection:
- G. Field Quality Control:
 - 1. Field Tests And Inspections:
 - a. Field Test and Inspection requirements are described in detail in 'Field Quality Control' in Part 3 Execution' of individual Sections in Division 01 thru Division 49.

SECTION 01 5000 TEMPORARY FACILITIES AND CONTROLS

- A. Administrative Requirements:
 - 1. Contractor is responsible for security of materials, tools, and equipment. Do not permit others to use building keys provided by Owner. Safeguard building and contents while the Work is being performed and secure building when the Work is finished for day.
 - 2. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and reduce possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result:
 - a. Avoid use of tools and equipment that produce harmful noise.
 - b. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near site.
 - c. Protect the Work, materials, apparatus, and fixtures from injury due to weather, theft, and vandalism.
 - 3. Existing restroom facilities may be used by Contractor. Clean restrooms and portions of existing building used in accessing restrooms daily. If existing facilities are not usable, provide and maintain temporary sanitary toilet.
- B. Temporary Barriers And Enclosures:
 - 1. Erect adequate barricades, warning signs, and lights necessary to protect persons from injury or harm.
 - 2. Provide temporary enclosures at exterior building openings for security and protection from weather, theft, and vandalism. Erect and maintain dust-proof partitions and enclosures as required to prevent spread of dust and fumes to occupied portions of building.
 - 3. Proprietary Camera Services: In its absolute discretion, and with or without notice to Contractor, Owner may provide from time to time, but is not obligated to provide, one or more cameras on or about Project site and/or signage or notices of the same:
 - a. If provided by Owner, such camera(s) and/or signage and notices are solely for Owner's benefit and convenience and shall not be for benefit of Contractor, Subcontractor(s) or for any third person.
 - b. Owner shall have no liability, obligation, or responsibility to Contractor, Subcontractors, or any third person relative to such camera(s), signage, or notices, or absence of camera(s), signage, or notices, including without limitation, installation, maintenance, operation, repair, testing, functionality, capacity, recording, monitoring, posting, etc., of the same (hereafter 'Proprietary Camera Services').
 - c. Contractor, with Owner's prior consent (which shall not be unreasonably withheld), may relocate such camera(s), signage, or notices as necessary to not unreasonably, materially and physically interfere with work at Project Site.
 - d. Contractor's obligations under Contract Documents, including but not limited to, Contractor's obligation for security of Project Site, are not modified by Owner's opportunity to provide, actually providing, or not providing Proprietary Camera Services and/or signage or notices regarding the same.
 - e. This Specification Section does not preclude Contractor from providing its own camera(s), signage, or notices pursuant to terms and conditions of this Agreement. Neither does this Section reduce, expand or modify any other right or obligation of Owner pursuant to terms of this Agreement.

C. Utilities:

1. Electrical Power: Owner will provide electric power for construction activities within limits available at existing facility.
2. Fire Protection: Exercise caution to avoid fire damage: Do not build fires on site.
3. Heating, Cooling, And Ventilation:
 - a. Permanent mechanical system may be operated upon following conditions:
 - 1) Do not interfere with normal set-back temperature patterns except as approved by Project Manager.
 - 2) Do not operate system when the Work causing airborne dust is occurring or when dust caused by such Work is present without first installing temporary filtering system.
4. Lighting: Existing lighting system may be used by Contractor.
5. Water Service: Contractor will use existing water supply for construction purposes to extent of existing facilities.

SECTION 01 6100 COMMON PRODUCT REQUIREMENTS

A. Administrative Requirements:

1. Provide products that comply with Contract Documents, are undamaged, and, unless otherwise indicated, are new and unused at time of installation. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.

SECTION 01 6200 PRODUCT OPTIONS

A. Product selection is governed by Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include:

1. Substitutions And Equal Products:
 - a. Generally speaking, substitutions for specified products and systems, as defined in Uniform Commercial Code, are not acceptable. However, equal products may be approved upon compliance with Contract Document requirements.
 - b. Approved Products / Manufacturers / Suppliers / Installers:
 - 1) Category One:
 - (a) Owner has established 'Value Managed Relationships' that extend beyond requirements of this Project. No substitutions or equal products will be allowed on this Project.
 - (b) Follow specified procedures to preserve relationships between Owner and specified manufacturers / suppliers and advantages that accrue to Owner from those relationships.
 - 2) Category Two:
 - (a) Owner has established National Contracts that contain provisions extending beyond requirements of this Project. No substitutions or equal products will be allowed on this Project.
 - (b) Follow specified procedures to preserve relationships between Owner and specified manufacturers / suppliers and advantages that accrue to Owner from those relationships.
 - 3) Category Three:
 - (a) Specified products are provided to Church Projects under a National Account Program. Use these products to preserve advantages that accrue to Owner from those programs. No substitutions or equal products will be allowed on this Project.
 - 4) Category Four:
 - (a) Provide only specified products available from manufacturers listed. No substitutions, private-labeled, or equal products, or mixing of manufacturers' products is allowed on this Project.
 - (b) In Sections where lists recapitulating Manufacturers previously mentioned in Section are included under heading '*Manufacturers*' or '*Approved Manufacturers*', this is intended as convenience to Contractor as listing of contact information only. It is not intended that all manufacturers in list may provide products where specific products and manufacturers are listed elsewhere in Section.
 - c. Acceptable Products / Manufacturers / Suppliers / Installers:
 - 1) Type One: Use specified products / manufacturers unless approval to use other products / manufacturers has been obtained from Architect or Owner Representative by Addendum.
 - 2) Type Two: Use specified products / manufacturers unless approval to use other products and manufacturers has been obtained from Architect or Owner Representative in writing before installing or applying unlisted or private-labeled products.

- 3) Use 'Equal Product Approval Request Form' to request approval of equal products, manufacturers, or suppliers before bidding or before installation, as noted in individual Sections.
- d. Quality / Performance Standard Products / Manufacturers:
 - 1) Class One: Use specified product / manufacturer or equal product from specified manufacturers only.
 - 2) Class Two: Use specified product / manufacturer or equal product from any manufacturer.
 - 3) Products / manufacturers used will conform to Contract Document requirements.

SECTION 01 6600 DELIVERY, STORAGE, AND HANDLING REQUIREMENTS

A. Administrative Requirements:

1. Deliver, store, and handle products according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

B. Delivery, Storage, and Handling:

1. Delivery and Acceptable Requirements:
 - a. Deliver, store, and handle products according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - b. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - c. Deliver products to site in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - d. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
2. Storage and Handling Requirements:
 - a. Store products at site in manner that will simplify inspection and measurement of quantity or counting of units.
 - b. Store heavy materials away from Project structure so supporting construction will not be endangered.
 - c. Store products subject to damage by elements above ground, under cover in weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

SECTION 01 7000 EXECUTION REQUIREMENTS

A. Administrative Requirements:

1. Require installer of each major component to inspect both substrate and conditions under which the Work is to be done:
 - a. Notify Owner in writing of unsatisfactory conditions.
 - b. Do not proceed until unsatisfactory conditions have been corrected.

B. Common Installation Provisions:

1. Provide attachment and connection devices and methods necessary for securing the Work:
 - a. Secure the Work true to line and level.
 - b. Allow for expansion and building movement.
2. Recheck measurements and dimensions before starting each installation.
3. Design, furnish, and install all shoring, bracing, and sheathing as required for safety and for proper execution of the Work and, unless otherwise required, remove same when the Work is completed.
4. Where mounting heights are not shown, install individual components at standard mounting heights recognized within industry or local codes for that application. Refer questionable mounting height decisions to Owner for final decision.

C. Protection:

1. Cover and protect furniture, equipment, and fixtures from soiling and damage when demolition the Work is performed in rooms and areas from which such items have not been removed.

D. Completion Inspection:

1. Upon 100 percent completion of Project, Contractor will request Substantial Completion Inspection.

2. Owner will conduct Substantial Completion Inspection in presence of Contractor and furnish list of items to be corrected.
3. Contractor will notify Owner in writing when items have been corrected.

SECTION 01 7400 CLEANING AND WASTE MANAGEMENT

A. Disposal Of Waste:

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

B. Progress Cleaning:

1. Keep premises broom-clean during progress of the Work.
2. During handling and installation, protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from soiling, damage, or deterioration until Substantial Completion.
3. Clean and maintain completed construction as frequently as necessary throughout construction period.
4. Remove waste materials and rubbish caused by employees, subcontractors, and contractors under separate contract with Owner and dispose of legally.

C. Final Cleaning:

1. Clean each surface or unit to condition expected in normal, commercial-building cleaning and maintenance program. Comply with manufacturer's instructions. Remove all rubbish from under and about building and leave building clean and habitable.
2. In addition to general cleaning noted above, perform cleaning for all trades at completion of the Work in areas where construction activities have occurred.
3. If Contractor fails to clean up, Owner may do so and charge cost to Contractor.

SECTION 01 7700 CLOSEOUT PROCEDURES

A. General:

1. Closeout process consists of three specific project closeout inspections. Contractor shall plan sufficient time in construction schedule to allow for required inspections before expiration of Contract Time.
2. Contractor shall conduct his own inspections of The Work and shall not request closeout inspections until The Work of the contract is reasonably complete and correction of obvious defects or omissions are complete or imminent.
3. Date of Substantial Completion shall not occur until completion of construction work, unless agreed to by Architect / Owner's Representative and included on Certificate of Substantial Completion.

B. Preliminary Closeout Review:

1. When Architect, Owner and Contractor agree that project is ready for closeout, Pre-Substantial Inspection shall be scheduled. Preparation of floor substrate to receive carpeting and any work which could conceivably damage or stain carpet must be completed, as carpet installation will be scheduled immediately following this inspection.
2. Prior to this inspection, completed test and evaluation reports for HVAC system and font, where one occurs, are to be provided to Project Manager, Architect, and applicable consultants.
3. Architect, Owner and Contractor review completion of punch list items. When Owner and Architect confirm that Contractor has achieved Substantial Completion of The Work, Owner, Architect and Contractor will execute Certificate of Substantial Completion that contains:
 - a. Punch list of items requiring completion and correction will be created.
 - b. Time frame for completion of punch list items will be established, and date for Substantial Completion Inspection shall be set.

C. Substantial Completion Inspection:

1. When Architect, Owner and Contractor agree that project is ready for Substantial Completion, an inspection is held. Punch list created at Pre-Substantial Inspection is to be substantially complete.
 2. Prior to this inspection, Contractor shall discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements.
 3. Architect, Owner and Contractor review completion of punch list items. When Owner and Architect confirm that Contractor has achieved Substantial Completion of The Work, Owner, Architect and Contractor will execute Certificate of Substantial Completion that contains:
 - a. Date of Substantial Completion.
 - b. Punch List Work not yet completed, including seasonal and long lead items.
 - c. Amount to be withheld for completion of Punch List Work.
 - d. Time period for completion of Punch List Work.
 - e. Amount of liquidated damages set forth in Supplementary Conditions to be assessed if Contractor fails to complete Punch List Work within time set forth in Certificate.
 4. Contractor shall present Closeout Submittals to Architect and place tools, spare parts, extra stock, and similar items required by Contract Documents in locations as directed by Facilities Manager.
- D. Final Acceptance Meeting:
1. When punch list items except for any seasonal items or long lead items which will not prohibit occupancy are completed, Final Acceptance Meeting is held.
 2. Owner, Architect and Contractor execute Owner's Project Closeout - Final Acceptance form, and verify:
 - a. All seasonal and long lead items not prohibiting occupancy, if any, are identified, with committed to completion date and amount to be withheld until completion.
 - b. Owner's maintenance personnel have been instructed on all system operation and maintenance as required by the Contract Documents.
 - c. Final cleaning requirements have been completed.
 3. If applicable, once any seasonal and long lead items are completed, Closeout Inspection is held where Owner and Architect verify that The Work has been satisfactorily completed, and Owner, Architect and Contractor execute Closeout portion of the Project Closeout - Final Acceptance form.
 4. When Owner and Architect confirm that The Work is satisfactorily completed, Architect will authorize final payment.

SECTION 01 7800 CLOSEOUT SUBMITTALS

- A. Administrative Requirements:
1. Project Record Documents:
 - a. Do not use record documents for construction purposes:
 - 1) Protect from deterioration and loss in secure, fire-resistive location.
 - 2) Provide access to record documents for reference during normal Working hours.
 - b. Maintain clean, undamaged set of Drawings. Mark set to show actual installation where installation varies from the Work as originally shown. Give particular attention to concealed elements that would be difficult to measure and record at later date:
 - 1) Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
 - 2) Mark new information that is important to Owner, but was not shown on Contract Drawings.
 - 3) Note related Change Order numbers where applicable.
 2. As Built Record Drawings:
 - a. Provide two full-size sets of prints and PDF file of As Built Record Drawings to Facilities Management Office, printed from the updated AutoCAD drawing files or updated Revit model files, as specified by Owner, that have been modified to show actual dimensions and location of equipment, material, utility lines, and other work as actually constructed, based upon information provided by Contractor. Architect will submit updated As Built Record Drawings in PDF (ISO32000 format) to Owner. In addition, Architect will submit to Owner updated AutoCAD as built record drawing files with associated plot style tables or the Revit as built record model files, as specified by Owner.
- B. Operations And Maintenance Manual:
1. General:
 - a. Include closeout submittal documentation as required by Contract Documentation. Include only closeout submittals as defined in individual specification section.

- b. Submittal Format: Digital copies unless otherwise noted, required for each individual specification section that include 'Closeout Submittals'.
 - 2. Project Manual:
 - c. Copy of complete Project Manual including Addenda, Modifications as defined in General Conditions, and other interpretations issued during construction:
 - (1) Mark these documents to show variations in actual Work performed in comparison with text of specifications and Modifications.
 - (2) Show substitutions, selection of options, and similar information, particularly on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 - 3. Maintenance Contracts: (digital format only).
 - 4. Operations and Maintenance Data (digital format only):
 - a. Operations and maintenance submittals includes cleaning instructions, maintenance instructions, operations instructions, equipment list, and parts lists.
 - 5. Warranty Documentation: Digital format of final, executed warranties.
 - 6. Record Documentation:
 - a. Documentation includes Certifications, color and pattern selections, Design Date, Geotechnical Evaluation Reports (soils reports), Manufacture Reports, Literature or cut sheets, Shop Drawings, Source Quality Control, Special Procedures, and Testing and Inspection Reports.
 - 7. Software: Audio and Video System software, programming and set-files.
 - 8. Irrigation Plan: Laminated and un-laminated reduced sized hard copies.
 - 9. Landscape Management Plan (LMP):
 - a. Irrigation Section:
 - (1) Documentation required by Sections under 32 8000 Heading: Irrigation.
 - b. Landscaping Section:
 - (1) Documentation required by Sections under 32 8000 Heading: Irrigation.
- C. Warranties:
- 1. When written guarantees beyond one (1) year after substantial completion are required by Contract Documents, secure such guarantees and warranties properly addressed and signed in favor of Owner. Include these documents in Operations & Maintenance Manual(s) specified above.
 - 2. Delivery of guarantees and warranties will not relieve Contractor from obligations assumed under other provisions of Contract Documents.

END OF SECTION

SECTION 06 1011**WOOD FASTENINGS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Quality of wood fastening methods and materials used for Rough Carpentry unless specified otherwise.
- B. Related Requirements:
 - 1. Section 03 1511: 'Concrete Anchors and Inserts' for Quality of Anchors and Inserts.
 - 2. Section 05 0523: 'Metal Fastenings' for Quality of bolts used for Rough Carpentry.
 - 3. Furnishing and installing of other fasteners are specified in individual Sections where installed.

1.2 REFERENCES

- A. Reference Standards;
 - 1. ASTM International:
 - a. ASTM A153/A153M-16a, 'Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware'.
 - b. ASTM D3498-03(2011), 'Standard Specification for Adhesives for Field-Gluing Plywood to Lumber Framing for Floor Systems'.
 - c. ASTM F1667-17, 'Standard Specification for Driven Fasteners: Nails, Spikes, and Staples'.

1.3 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data:
 - a. Manufacturer's literature on framing anchors and powder actuated fasteners.
 - 2. Shop Drawings:
 - a. Submit diameter and lengths of fasteners proposed for use on Project. If length or diameter of proposed fasteners differ from specified fasteners, also include technical and engineering data for proposed fasteners including, but not limited to:
 - 1) Adjusted fastener spacing where using proposed fasteners and,
 - 2) Adjusted number of fasteners necessary to provide connection capacity equivalent to specified fasteners.
 - b. Submit on powder-actuated fasteners other than those specified in Contract Documents showing design criteria equivalents at each application.
 - c. Show type, quantity, and installation location of framing anchors. Where necessary, reference Drawing details, etc, for installation locations.

PART 2 - PRODUCTS**2.1 MANUFACTURED UNITS**

- A. Description:
 - 1. Nail Terminology:
 - a. When following nail terms are used in relation to this Project, following lengths and diameters will be understood. Refer to nails of other dimensions by actual length and diameter, not by one of listed terms:

Nail Term	Length	Diameter
8d Box	2-1/2 inches	0.113 inch
8d Common	2-1/2 inches	0.131 inch
10d Box	3 inches	0.128 inch
10d Common	3 inches	0.148 inch
16d Box	3-1/2 inches	0.135 inch
16d Sinker	3-1/4 inches	0.148 inch
16d Common	3-1/2 inches	0.162 inch

B. Materials:

1. Wood fastener list:
 - a. Provide VMR Suppliers with wood fastener list.
2. Fasteners:
 - a. General:
 - 1) Fasteners for preservative treated and fire-retardant-treated wood shall be of hot dipped zinc-coated galvanized steel, stainless steel, silicon bronzed, or copper. Coating weights for zinc-coated fasteners shall be in accordance with ASTM A153/A153M.
 - b. Nails:
 - 1) Meet requirements of ASTM F1667.
 - 2) Unless noted otherwise, nails listed on Drawings or in Specifications shall be common nail diameter, except 16d nails, which shall be box diameter.
 - c. Wood Screws:
 - 1) SDS Screws:
 - a) Category Four Approved Products. See Section 01 6200 for definitions of categories.
 - (1) SDS Screws by Simpson Strong Tie Co, Dublin, CA www.strongtie.com.
 - 2) All Other: Standard type and make for job requirements.
 - d. Powder-Actuated Fasteners:
 - 1) Type One Quality Standard: Hilti X-DNI 62P8.
 - 2) Manufacturers:
 - a) Hilti, Tulsa, OK www.us.hilti.com.
 - b) Redhead Division of ITW, Wood Dale, IL www.itw-redhead.com and Markham, ON www.itwconstruction.ca.
 - c) Equals as approved by Architect through shop drawing submittal before installation. See Section 01 6200.
3. Adhesives:
 - a. Construction Mastics:
 - 1) Meet requirements of 'APA-The Engineered Wood Association' Specification AFG-01 or ASTM D3498.
 - 2) Use phenol-resorcinol type for use on pressure treated wood products.
4. Framing Anchors:
 - a. Framing anchors and associated fasteners in contact with preservative hot dipped zinc-coated galvanized steel or stainless steel. Do not use stainless steel items with galvanized items.
 - b. Type Two Acceptable Products:
 - 1) KC Metals Inc, San Jose, CA www.kcmetals.com.
 - 2) Simpson Strong Tie Co, Dublin, CA www.strongtie.com.
 - 3) United Steel Products Co Inc (USP), Montgomery, MN www.uspconnectors.com.
 - 4) Equals as approved by Architect through shop drawing submittal before installation. See Section 01 6200.

PART 3 - EXECUTION

3.1 ERECTION

- A. Secure one Manufacturer approved fastener in each hole of framing anchor that bears on framing member unless approved otherwise in writing by Architect.

- B. Provide washers with bolt heads and with nuts bearing on wood.

END OF SECTION

SECTION 09 5116**ACOUSTICAL TILE CEILINGS****PART 1 - GENERAL****1.1 SUMMARY**

A. Includes But Not Limited To:

1. Furnish and install acoustical tile as described in Contract Documents.

1.2 REFERENCES

A. Association Publications:

1. The Ceilings & Interior Systems Construction Association (CISCA), 405 Illinois Avenue, 2B, St Charles IL. www.cisca.org.
 - a. *'Ceiling Systems Handbook'*: Recommendations for direct hung acoustical tile installation.
 - b. *'Production Guide'*: Practical reference for ceiling systems and estimating costs.

B. Definitions:

1. Absorption: Materials that have capacity to absorb sound. Absorption is the opposite of reflection.
2. Ceiling Attenuation Class (CAC): Rates ceiling's efficiency as barrier to airborne sound transmission between adjacent closed offices. Shown as minimum value, previously expressed as CSTC (Ceiling Sound Transmission Class). Single-figure rating derived from normalized ceiling attenuation values in accordance with classification ASTM E413, except that resultant rating shall be designated ceiling attenuation class. (Defined in ASTM E1414.) Acoustical unit with high CAC may have low NRC.
3. Class A: Fire classification for product with flame spread rating of no more than 25 and smoke developed rating not exceeding 50, when tested in accordance with ASTM E84 or UL 723.
4. Flame Spread: The propagation of flame over a surface.
5. Flame Spread Index: Comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84 or UL 723.
6. Light Reflectance (LR): Percentage of light a surface reflected by ceiling surface expressed in decimal form.
7. Noise Reduction Coefficient (NRC): Average sound absorption coefficient measured at four frequencies: 250, 500, 1,000 and 2,000 Hertz expressed to the nearest integral multiple of 0.05. Rates ability of ceiling or wall panel or other construction to absorb sound. NRC is fraction of sound energy, averaged over all angles of direction and from low to high sound frequencies that is absorbed and not reflected.
8. Smoke-Developed Index: Comparative measure, expressed as a dimensionless number, derived from visual measurements of smoke obscuration versus time for a material tested in accordance with ASTM E84 or UL 723.
9. Sound Absorption: Property possessed by materials and objects, including air, of converting sound energy into heat energy. Sound wave reflected by surface always loses part of its energy. Fraction of energy that is not reflected is called sound absorption coefficient of reflecting surface. For instance, if material reflects 80 percent of sound energy, then sound absorption coefficient would be 20 percent (0.20).
10. Surface Burning Characteristic: Rating of interior and surface finish material providing indexes for flame spread and smoke developed, based on testing conducted according to ASTM Standard E84 or UL 723.
11. Textured Pattern: Granular or raised (fine, coarse, or a blend), felted or matted surface as an integral part of the basic product or superimposed on the product surface.

C. Reference Standards:

1. American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (AASHRA):
 - a. ASHRAE Standard 62.1-2013, 'Ventilation for Acceptable Indoor Air Quality'.
2. ASTM International;
 - a. ASTM D1779-98(2017), 'Standard Specification for Adhesive for Acoustical Materials'.
 - b. ASTM E84-18b, 'Standard Test Method for Surface Burning Characteristics of Building Materials'.
 - c. ASTM E795-16, 'Standard Practices for Mounting Test Specimens During Sound Absorption Tests'.
 - d. ASTM E1264-14, 'Standard Classification for Acoustical Ceiling Products'.
 - e. ASTM E1414/E1414-16, 'Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum'.
 - f. ASTM E1477 - 98a(2017), 'Standard Test Method for Luminous Reflectance Factor of Acoustical Materials by Use of Integrating-Sphere Reflectometers'.
3. International Building Code (IBC) (2018 or latest approved Edition):
 - a. Chapter 8, 'Interior Finishes':
 - 1) Section 803, 'Wall And Ceiling Finishes':
 - a) 803.1.1, 'Interior Wall and Ceiling Finish Materials'.
 - b) 803.1.2, 'Room Corner Test for Interior Wall or Ceiling Finish Materials'.
4. National Fire Protection Association:
 - a. NFPA 101: 'Life Safety Code' (2018 Edition).
 - b. NFPA 265: 'Standard Methods of Fire Tests for Evaluating Room Fire Growth Contribution of Textile Coverings on Full Height Panels and Walls' (2015 Edition).
5. Underwriters Laboratories Inc.:
 - a. UL 723, 'Standard for Safety Test for Surface Burning Characteristics of Building Materials' (Tenth Edition).

1.3 SUBMITTALS

- A. Action Submittals:
 1. Samples:
 - a. One (1) sample of each variant of specified tile series.
- B. Informational Submittals:
 1. Certificates:
 - a. Installer(s):
 - 1) Provide each Installer's 'Certificate of Completion - Duratile' from Manufacture showing Name and completion date with bid to be included in closing documents for project.
 - a) Certificate is valid for two (2) years from date printed on Certificate before recertification is required.
 2. Test And Evaluation Reports:
 - a. If requested by Owner, provide copies of Quality Assurance requirements for 'Class A' flame spread rating and 'Room-Corner Test'.
 3. Manufacturer Installations:
 - a. Published installation recommendations.
 4. Qualification Statement:
 - a. Installer(s):
 - 1) Provide Qualification documentation unless waived by Owner.
- C. Closeout Submittals:
 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
 - a. Warranty Documentation:
 - 1) Include final, executed copy of warranty.
 - b. Record Documentation:
 - 1) Manufacturers Documentation:
 - a) Manufacturer's literature on tile and adhesive.
 - b) Color and pattern selection.
 - 2) Installer(s) 'Certificate of Completion - Duratile' submitted at time of bid.
- D. Maintenance Material Submittals:

1. Extra Stock Materials:
 - a. Provide Owner with six (6) cartons of each type of tile with same dye lot code.

1.4 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 1. Fire-Test-Response Characteristics: As determined by testing identical ceiling tile applied with identical adhesives to substrates according to test method indicated below by qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Surface-Burning Characteristics:
 - 1) Ceiling tile shall have Class A flame spread rating in accordance with ASTM E84 or UL 723 Type 1.
 - a) Class A (Flame spread index 0-25; Smoke-developed index 0-450).
 - b) Flash point: None.
 2. Passage of 'Room-Corner Test' as recognized by AHJ, is required for system. Adhesive cited in test literature is required for installation of ceiling tile on Project.
 - a. Room Corner Tests:
 - 1) ASTM E84, 'Standard Test Method for Surface Burning Characteristics of Building Materials'.
 - 2) IBC 803.2.1, 'Room Corner Test for Interior Wall or Ceiling Finish Materials'.
 - 3) NFPA 265: 'Room Corner Test for Interior Wall or Ceiling Finish Materials'.
 - 4) UL 723, 'Standard for Safety Test for Surface Burning Characteristics of Building Materials'.
- B. Qualifications:
 1. Installer: Requirements of Section 01 4301 applies, but not limited to following:
 - a. Minimum five (5) years satisfactorily completed projects of comparable quality, similar size, and complexity including a minimum of three (3) years of experience in glue-up ceiling tile installations and shall have satisfactorily completed glue-up installation(s) within in past three (3) years before bidding.
 - b. Review, understand, and comply Installer Qualifications and submitted 'Duratile' published installation recommendations provided by Manufacturer:
 - 1) Contact Armstrong CSA customer service center at (800) 442-4212 to obtain and review compliance package on Duratile prior to bidding.
 - 2) This requirement may be waived by Owner, if Installer has previously complied with Installer Qualification requirements and can document at least two (2) satisfactorily completed projects of comparable size using Armstrong 12 inch x 12 inch (300 mm x 300 mm) ceiling tile for glue-up within past three (3) years prior to bidding.
 - 3) Installer shall note complete compliance with Qualification requirements on submitted bid form.
 - 4) Submit qualification documentation unless waived by Owner.
 - c. Agree to complete and pass 'Duratile Personal Learning Module' (Certificate required for all Installer(s) for Church projects). Certification valid for two (2) years:
 - 1) Go to <http://www.armstrong.com/commceilingsna/#>.
 - 2) Click on My Armstrong Upper Right hand Corner.
 - 3) First time users: Click on 'Register' button and provide all appropriate information for username and password (you must register as a contractor to have access to 'ELearning System').
 - 4) Under My Armstrong Functions (left hand side), click on 'ELearning System'.
 - 5) Click on 'Duratile Video'.
 - 6) Watch video and take Quiz (10 questions). Passing grade required for certificate.
 - 7) Print Certificate.
 - 8) Certificate must be submitted with Bid.
 - 9) Submit 'Certificate of Completion - Duratile'. Required for all projects and may not be waived by Owner.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Acceptance Requirements:
 - 1. Materials shall be delivered in original, unopened packages with labels intact.
- B. Storage And Handling Requirements:
 - 1. Store materials where protected from moisture, direct sunlight, surface contamination, and damage.
 - 2. Store acoustic tile in cool, dry location, out of direct sunlight and weather, and at temperatures between **32 deg F (0 deg C)** and **86 deg F (30 deg C)**.
 - 3. Store adhesive on site at installation temperature, between **65 and 90 deg F (18 and 32 deg C)**, for one week before installation.
 - 4. Handle acoustical ceiling tiles carefully to avoid chipping edges or damage. Use no soiled, scratched, or broken material in the Work.

1.6 FIELD CONDITIONS

- A. Ambient Conditions:
 - 1. Building shall be enclosed, mechanical system operating with proper filters in place, and temperature and humidity conditions stabilized within limits under which Project will operate before, during, and after installation until Substantial Completion.
 - 2. Temperature at time of setting tile shall be **50 deg F (10 deg C)** minimum and **100 deg F (38 deg C)** maximum.

1.7 WARRANTY

- A. Manufacturer Warranty:
 - 1. Provide Manufacturer's ten (10) year limited system warranty for the following:
 - a. Manufacturer's warranty to be free from defects in materials and factory workmanship.
 - b. Manufacturer's warranty against sagging and warping.
 - c. Manufacturer's warranty against mold/mildew, and bacterial growth.

PART 2 - PRODUCTS

2.1 SYSTEM

- A. Manufacturers:
 - 1. Manufacturer Contact List:
 - a. Armstrong World Industries, Strategic Accounts, Lancaster, PA www.ceiling.com.
 - 1) For pricing and ordering of tile, contact Sherry Brunt, Phyllis Miller, or Beth Rinehart at (800) 442-4212, or Armstrongcsa@armstrong.com.
 - 2) For Strategic Account information, contact Deborah Pickens at (480) 695-9053 dlpickens@armstrong.com.
 - b. Franklin International, Inc., Columbus, OH www.titebond.com.
- B. Materials:
 - 1. Description:
 - a. Size: **3/4 inch (19 mm)** thick minimum by **12 inches (300 mm)** square.
 - b. Color: White.
 - c. Grid Face: Tile glue-up.
 - d. Surface Finish: Factory-applied.
 - e. Wet-formed high density mineral fiber.
 - 2. Design Criteria:
 - a. Meet requirements of ASTM E1264, Type III (mineral base with painted finish), Form 2 (water felted), Pattern CE (perforated, small holes – lightly textured), Fire Class A.

- b. Acoustics:
 - 1) Noise Reduction Coefficient (Rating expressed according to ASTM E1284 requirements:
 - a) NRC rating: 60 minimum.
 - 2) CAC rating: 35 minimum.
 - c. Anti Mold / Mildew:
 - 1) Resistance against growth of mold/mildew.
 - d. Durable:
 - 1) Impact-resistant.
 - 2) Scratch-resistant.
 - e. Tongue and Groove.
 - f. Finish:
 - 1) Abuse-resistant/durable, factory applied vinyl latex paint.
 - g. Fire Performance:
 - 1) Panels meet ASTM E84 or UL 723 Type 1 surface burning characteristics.
 - h. High Recycled Content (HRC): Classified as containing greater than 50 percent total recycled content.
 - i. Light Reflectance (LR): 0.86 Average (Range of 0.84 to 0.88).
 - j. Sag Resistance:
 - 1) Resistance to sagging in high humidity conditions up to, but not including, standing water and outdoor applications.
 - k. Texture: Embossed texture with fine fissuring and small perforations with natural variation in texture and color appearance between tile.
 - l. VOC Emissions:
 - 1) Low formaldehyde: Contributing less than 13.5 ppb in typical conditions per ASHRAE Standard 62, 'Ventilation for Acceptable Indoor Air Quality'.
3. Acoustic Tile:
- a. Category Three Approved Products. See Section 01 6200 for definitions of Categories:
 - 1) Duratile Item No. MN80377 by Armstrong.
- C. Accessories:
- 1. Adhesive:
 - a. Description:
 - 1) For use on acoustical ceiling tiles.
 - b. Design Criteria:
 - 1) Meet requirements of ASTM D1779.
 - 2) Meet NFPA Class A fire rating when tested in accordance with ASTM E84.
 - 3) Fast grab and 'no sag' installation.
 - 4) Water cleanup.
 - 5) Not recommended for use on tiles larger than 12 inch x 12 inch (305 mm x 305 mm).
 - c. Type Two Acceptable Products:
 - 1) Titebond No. 2704 Solvent Free Acoustical Ceiling Tile Adhesive by Franklin International.
 - 2) Highest quality of adhesive from manufacturer recommended by Tile Manufacturer as approved by Architect before use. See Section 01 6200.
 - 2. Edge Molding:
 - a. Steel 'U' molding with baked enamel finish.
 - b. Type Two Acceptable Products:
 - 1) 7843 Series by Armstrong.
 - 2) Equal as approved by Architect before installation. See Section 01 6200.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification Of Conditions:
 - 1. Inspect for defects in backing and support that are not acceptable.
 - a. Examine areas around HVAC diffusers and light fixtures for tile installation problems.

- b. Examine ceiling for levelness. CISCA 'Code of Practice' requires ceiling to be free of irregularities and be level to within 1/4 inch (6 mm) in 12 foot (305 mm).
 - c. Examine substrate for any problems that will compromise adhesion of ceiling tile.
2. Notify Architect in writing of unacceptable conditions.
 3. Do not apply ceiling tile until defects in backing and support are corrected.

3.2 PREPARATION

A. Surface Preparation:

1. Follow Manufacturer recommendations for surface preparation:
 - a. Substrate must be clean, free of grease and dirt, sound, smooth, even and level before applying tile to surface.
 - 1) Do not install new ceiling tile over old glue globs or bad substrate with any surface finish that is incompatible with tile adhesive.
 - b. Painted Surfaces: Avoid applying tile to newly painted ceiling.
 - c. Materials shall be dry and clean at time of application.

3.3 INSTALLATION

A. Special Techniques:

1. Installation shall be in accordance with Manufacturer's recommendations:
 - a. Do not install tile when room temperature exceeds or below recommended ambient conditions.
 - b. Tile is directional tile and must be installed in same direction of pattern running parallel to long dimension of each room.
 - c. Remove loose dust from back of tile and ceiling where adhesive is to be applied.
 - d. Prime **3 inch (75 mm)** minimum circle near each corner by buttering very thin coat of adhesive.
 - e. Apply daub of adhesive to each corner. Daubs will be of sufficient size to form a circle **2-1/2 to 3 inches (63 to 75 mm)** in diameter and **1/8 to 1/4 inch (3 to 6 mm)** thick when tile is pressed firmly in place. Do not apply daubs so far in advance of installation that adhesive skins over.
 - f. Do not bend tile during installation.
2. Tile Layout:
 - a. Lay out tile symmetrically about center lines of room.
 - b. Lay out so tiles at room perimeters are at least 1/2 full tile size.
 - c. Leave tile in true plane with straight, even joints.
 - d. Tile joints shall be straight and in alignment, and exposed surface flush and level.
 - e. Furnish and install specified molding wherever tile has exposed edges or abuts walls, columns, and other vertical surfaces, except at curves of **3 inch (75 mm)** radius or smaller.
 - f. Cut around penetrations that are not to receive moldings cleanly with sharp knife and at a slight angle away from cutout.
3. Ceiling mounted items:
 - a. Locate light fixtures, speakers, and mechanical diffusers and grilles symmetrically in room and centered on tile centers or tile joints insofar as possible, unless shown otherwise.
 - b. Keep method of locating ceiling mounted items as consistent as possible throughout building.
 - c. Ceiling mounted item location method within each room shall always be consistent.

3.4 FIELD QUALITY CONTROL

A. Non-Conforming Work:

1. Acoustical Tile. The following have been identified by the Manufacturer as tile defects, should not be installed, and will be replaced at no charge to Owner. Manufacturer will replace any material that does not meet product specifications. Installer to call 1 (800) 442-4212 immediately to report any tile discrepancies:

- a. Obvious Tile Defects:
 - 1) Gross surface defects or damage.
 - 2) Gross damage to edges and corners.
 - 3) Bevels without paint.
 - b. Size Measurement:
 - 1) Tiles measure **12 inches (305 mm)**, plus or minus **1/32 inch (0.8 mm)**, measured across center of two (2) parallel sides.
 - c. Squareness Measurement:
 - 1) Measure two (2) diagonals of an individual ceiling tile.
 - 2) Diagonal measurements need to be within **1/16 inch (1.6 mm)** of each other. No more than **1/16 inch (1.6 mm)** difference.
 - d. Warp:
 - 1) Tiles specification is plus or minus **0.050 inch (1.27 mm)** as measured in the center of tile.
2. Installer:
 - a. Substrate preparation and installation of ceiling tile not following CISCA Code of Practice will be unacceptable and considered defective and subject to replacement at no cost to Owner.

3.5 ADJUSTING

- A. 'Touch-up' minor abraded surfaces.

3.6 CLEANING

- A. Remove from site debris connected with work of this Section.

END OF SECTION

SECTION 09 9001

COMMON PAINTING AND COATING REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To:
 - 1. Common procedures and requirements for field-applied painting and coating.
- B. Related Requirements:
 - 1. Sections under 09 9000 heading 'Paints and Coatings'.
 - a. Pre-Installation conferences held jointly with Section 09 9001.

1.2 REFERENCES

- A. Definitions:
 - 1. Damage Caused By Others: Damage caused by individuals other than those under direct control of Painting Applicator (MPI(a), PDCA P1.92).
 - 2. Gloss Levels:
 - a. Specified paint gloss level shall be defined as sheen rating of applied paint, in accordance with following terms and values, unless specified otherwise for a specific paint system.

Gloss Level '1'	Traditional matte finish - flat	0 to 5 units at 60 degrees to 10 units maximum at 85 degrees.
Gloss Level '2'	High side sheen flat - 'velvet-like' finish	10 units maximum at 60 degrees and 10 to 35 units at 85 degrees.
Gloss Level '3'	Traditional 'eggshell-like finish	10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees.
Gloss Level '4'	'Satin-like' finish	20 to 35 units at 60 degrees and 35 units minimum at 85 degrees.
Gloss Level '5'	Traditional semi-gloss	35 to 70 units at 60 degrees.
Gloss Level '6'	Traditional gloss	70 to 85 units at 60 degrees.
Gloss Level "7"	High gloss	More than 85 units at 60 degrees.

- 3. Properly Painted Surface:
 - a. Surface that is uniform in appearance, color, and sheen and free of foreign material, lumps, skins, runs, sags, holidays, misses, strike-through, and insufficient coverage. Surface free of drips, spatters, spills, and overspray caused by Paint Applicator. Compliance will be determined when viewed without magnification at a distance of 5 feet (1.50 m) minimum under normal lighting conditions and from normal viewing position (MPI(a), PDCA P1.92).
- 4. Latent Damage: Damage or conditions beyond control of Painting Applicator caused by conditions not apparent at time of initial painting or coating work.

- B. Reference Standards:
 - 1. The latest edition of the following reference standard shall govern all painting work:
 - a. MPI(a), 'Architectural Painting Specification Manual' by Master Painters Institute (MPI), as issued by local MPI Accredited Quality Assurance Association having jurisdiction.
 - b. MPI(r), 'Maintenance Repainting Manual' by Master Painters Institute (MPI), as issued by local MPI Accredited Quality Assurance Association having jurisdiction.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conferences:
 - 1. Schedule painting pre-installation conference after delivery of paint or coatings and before or at same time as application of field samples.
 - a. Coordinate pre-installation conferences of all related painting and coating Sections under 09 9000 heading 'Paints and Coatings'.
 - b. Schedule conference before preparation of control samples as specified in Sections under 09 9000 heading 'Paints and Coatings'.
 - c. Conference to be held at same time as Section 09 2900 to review gypsum board finish preparation.
 - 2. In addition to agenda items specified in Section 01 3100, review following:
 - a. Review Quality Assurance for Approval requirements.
 - b. Review Quality Assurance Field Sample requirements.
 - c. Review Submittal requirements for compliance for MPI Approved Products.
 - d. Review Design Criteria requirements.
 - e. Review Cleaning requirements.
 - f. Review painting schedule.
 - g. Review safety issues.
 - 3. Review additional agenda items from Sections under 09 9000 heading 'Paints and Coatings'.

1.4 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data:
 - a. Include following information for each painting product, arranged in same order as in Project Manual.
 - 1) Manufacturer's cut sheet for each product indicating ingredients and percentages by weight and by volume, environmental restrictions for application, and film thicknesses and spread rates.
 - 2) Provide one (1) copy of 'MPI Approved Products List' showing compliance for each MPI product specified.
 - a) MPI Information is available from MPI Approved Products List using the following link: <http://www.paintinfo.com/mpi/approved/index.shtml>.
 - 3) Confirmation of colors selected and that each area to be painted or coated has color selected for it.
 - 2. Samples: Provide two 4 inch by 6 inch (100 mm by 150 mm) minimum draw-down cards for each paint or coating color selected for this Project.
- B. Informational Submittals:
 - 1. Manufacturer Instructions:
 - a. Manufacturer's substrate preparation instructions and application instruction for each painting system used on Project.
 - 2. Qualification Statement:
 - a. Applicator:
 - 1) Provide Qualification documentation if requested by Architect or Owner.
- C. Closeout Submittals:
 - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
 - a. Record Documentation:
 - 1) Manufacturer's documentation:
 - a) Manufacturer's cut sheet for each component of each system.
 - b) Schedule showing rooms and surfaces where each system was used.
- D. Maintenance Materials Submittals:
 - 1. Extra Stock Materials:

- a. Provide painting materials in Manufacturer's original containers and with original labels in each color used. Label each can with color name, mixture instructions, date, and anticipated shelf life.
- b. Provide one (1) quart of each finish coat and one (1) pint of each primer and of each undercoat in each color used.

1.5 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approval:
 1. Conform to work place safety regulations and requirements of those authorities having jurisdiction for storage, mixing, application and disposal of all paint and related hazardous materials.
 2. Paint and painting materials shall be free of lead and mercury, and have VOC levels acceptable to local jurisdiction.
 3. Master Painters Institute (MPI) Standards:
 - a. Products: Comply with MPI standards indicated and listed in 'MPI Approved Products List'.
 - b. Preparation and Workmanship: Comply with requirements in 'MPI Architectural Painting Specification Manual' for products and coatings indicated.
- B. Qualifications:
 1. Applicator: Requirements of Section 01 4301 applies, but not limited to following:
 - a. Minimum five (5) years' experience in painting installations.
 - b. Minimum five (5) satisfactorily completed projects of comparable quality, similar size, and complexity in past three (3) years before bidding.
 - c. Maintain qualified crew of painters throughout duration of the Work.
 - d. Upon request, submit documentation.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
 1. Deliver specified products in sealed, original containers with Manufacturer's original labels intact on each container.
 2. Deliver amount of materials necessary to meet Project requirements in single shipment.
 3. Notify Architect two working days before delivery of coatings.
- B. Storage And Handling Requirements:
 1. Store materials in single place.
 2. Keep storage area clean and rectify any damage to area at completion of work of this Section.
 3. Maintain storage area at 55 deg F (13 deg C) minimum.

1.7 FIELD CONDITIONS

- A. Ambient Conditions:
 1. Perform painting operations at temperature and humidity conditions recommended by Manufacturer for each operation and for each product for both interior and exterior work.
 2. Apply painting systems at lighting level of 540 Lux (50 foot candles) minimum on surfaces to be painted.
 - a. Inspection of painting work shall take place under same lighting conditions as application.
 - b. If painting and coating work is applied under temporary lighting, deficiencies discovered upon installation of permanent lighting will be considered latent damage as defined in MPI Manual, PDCA P1-92.

PART 2 - PRODUCTS

2.1 SYSTEMS

- A. Performance:
 - 1. Design Criteria:
 - a. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - b. All materials, preparation and workmanship shall conform to requirements of 'Architectural Painting Specification Manual' by Master Painters Institute (MPI).
 - c. All paint manufacturers and products used shall be as listed under Approved Product List section of MPI Painting Manual.
 - d. Provide Premium Grade systems (2 top coats) as defined in MPI Architectural Painting Specification Manual, except as otherwise indicated.
 - e. Where specified paint system does not have Premium Grade, provide Budget Grade.
 - f. Provide products of same manufacturer for each coat in coating system.
- B. Materials:
 - 1. Materials used for any painting system shall be from single manufacturer unless approved otherwise in writing by painting system manufacturers and by Architect. Include manufacturer approvals in Product Data submittal.
 - 2. Linseed oil, shellac, turpentine, and other painting materials shall be pure, be compatible with other coating materials, bear identifying labels on containers, and be of highest quality of an approved manufacturer listed in MPI manuals. Tinting color shall be best grade of type recommended by Manufacturer of paint or stain used on Project.

PART 3 - EXECUTION

3.1 APPLICATORS

- A. Approved Applicators:
 - 1. Meet Quality Assurance Applicator Qualifications as specified in Part 1 of this specification.

3.2 EXAMINATION

- A. Verification Of Conditions:
 - 1. Directing applicator to begin painting and coating work will indicate that substrates to receive painting and coating materials have been previously inspected as part of work of other Sections and are complete and ready for application of painting and coating systems as specified in those Sections.
- B. Pre-Installation Testing:
 - 1. Before beginning work of this Section, examine, and test surfaces to be painted or coated for adhesion of painting and coating systems.
 - 2. Report in writing to Architect of conditions that will adversely affect adhesion of painting and coating work.
 - 3. Do not apply painting and coating systems until party responsible for adverse condition has corrected adverse condition.
- C. Evaluation And Assessment:
 - 1. Report defects in substrates that become apparent after application of primer or first finish coat to Architect in writing and do not proceed with further work on defective substrate until such defects are corrected by party responsible for defect.

3.3 PREPARATION

- A. Protection Of In-Place Conditions:
1. Protect other finish work and adjacent materials during painting. Do not splatter, drip, or paint surfaces not intended to be painted. These items will not be spelled out in detail but pay special attention to the following:
 - a. Do not paint finish copper, bronze, chromium plate, nickel, stainless steel, anodized aluminum, or monel metal except as explicitly specified.
 - b. Keep cones of ceiling speakers completely free of paint. In all cases where painting of metal speaker grilles is required, paint without grilles mounted to speakers and without grilles on ceiling.
 - c. On existing work where ceiling is to be painted, speakers and grilles are already installed, and ceiling color is not being changed, mask off metal grilles installed on ceiling speakers. If ceiling color is being changed, remove metal grilles and paint, and mask off ceiling speakers.
- B. Surface Preparation:
1. Prepare surfaces in accordance with MPI requirements and requirements of Manufacturer for each painting system specified, unless instructed differently in Contract Documents. Bring conflicts to attention of Architect in writing.
 2. Fill minor holes and cracks in wood surfaces to receive paint or stain.
 3. Surfaces to be painted shall be clean and free of loose dirt. Clean and dust surfaces before painting or finishing.
 4. Do no exterior painting while surface is damp, unless recommended by Manufacturer, nor during rainy or frosty weather. Interior surfaces shall be dry before painting. Moisture content of materials to be painted shall be within tolerances acceptable to Paint Manufacturer.
 5. Sand woodwork smooth in direction of grain leaving no sanding marks. Clean surfaces before proceeding with stain or first coat application.

3.4 APPLICATION

- A. Interface With Other Work:
1. Coordinate with other trades for materials and systems that require painting before installation.
 2. Schedule painting and coating work to begin when work upon which painting and coating work is dependent has been completed. Schedule installation of pre-finished and non-painted items, which are to be installed on painted surfaces, after application of final finishes.
- B. Paint or finish complete all surfaces to be painted or coated as described in Contract Documents, including but not limited to following items.
- C. Apply sealant in gaps **3/16 inch (5 mm)** and smaller between two substrates that are both to be painted or coated. Sealants in other gaps furnished and installed under Section 07 9213.
- D. In multiple coat paint work, tint each succeeding coat with slightly lighter color, but approximating shade of final coat, so it is possible to check application of specified number of coats. Tint final coat to required color.
- E. Spread materials smoothly and evenly. Apply coats to not less than wet and dry film thicknesses and at spreading rates for specified products as recommended by Manufacturer.
- F. Touch up suction spots after application of first finish coat.
- G. Paint shall be thoroughly dry and surfaces clean before applying succeeding coats.
- H. Use fine sandpaper between coats as necessary to produce even, smooth surfaces.
- I. Make edges of paint adjoining other materials or colors clean, sharp, and without overlapping.

J. Finished work shall be a 'Properly Painted Surface' as defined in this Section.

3.5 FIELD QUALITY CONTROL

A. Non-Conforming Work:

1. Correct deficiencies in workmanship as required to leave surfaces in conformance with 'Properly Painted Surface,' as defined in this Section.
2. Correction of 'Latent Damage' and 'Damage Caused By Others,' as defined in this Section, is not included in work of this Section.

3.6 CLEANING

A. General:

1. As work proceeds and upon completion of work of any painting Section, remove paint spots from floors, walls, glass, or other surfaces and leave work clean, orderly, and in acceptable condition.

B. Waste Management:

1. Remove rags and waste used in painting operations from building each night. Take every precaution to avoid danger of fire.
2. Paint, stain and wood preservative finishes and related materials (thinners, solvents, caulking, empty paint cans, cleaning rags, etc.) shall be disposed of subject to regulations of applicable authorities having jurisdiction.
3. Remove debris caused by work of paint Sections from premises and properly dispose.
4. Retain cleaning water and filter out and properly dispose of sediments.

END OF SECTION

SECTION 09 9123**INTERIOR PAINTED GYPSUM BOARD, PLASTER****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Preparing and painting following existing interior gypsum board and plaster surfaces as described in Contract Documents:
 - a. Chapel Ceiling.
- B. Related Requirements:
 - 1. Section 09 9001: 'Common Painting And Coating Requirements':
 - a. Pre-installation conference for Sections under 09 9000 heading 'Paints and Coatings'.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conferences:
 - 1. Participate in pre-installation conference as specified in Section 09 2900.
 - a. In addition to agenda items specified in Section 01 3100 and Section 09 2900, review following:
 - 1) Review finish level requirements of gypsum wallboard as specified in Section 09 2900.
 - 2. Participate in pre-installation conference as specified in Section 09 9001.

PART 2 - PRODUCTS**2.1 SYSTEM**

- A. Manufacturers:
 - 1. Category Four Approved Manufacturers and Products. See Section 01 6200 for definitions of Categories.
 - a. Products listed in edition of MPI Approved Product List current at time of bidding and later are approved, providing they meet VOC requirements in force where Project is located.
- B. Description:
 - 1. Chapel Ceiling:
 - a. Previously Finished Work: Use MPI(r) RIN 9.2B Latex Finish system.
- C. Performance:
 - 1. Design Criteria:
 - a. Sound Existing Surfaces: MPI Custom Grade requirements.
 - b. Gloss / Sheen Required:
 - 1) Chapel Ceiling: Gloss Level 1 or 2.
- D. Materials:
 - 1. Primers:
 - a. MPI Product 50, 'Primer Sealer, Latex, Interior'.
 - 2. Finish Coats:
 - a. Chapel Ceiling:
 - 1) MPI Product 53, 'Latex, Interior, Flat (MPI Gloss Level 1)'.

PART 3 - EXECUTION**3.1 APPLICATION**

- A. General: See appropriate paragraphs of Section 09 9001.
- B. Existing Painted Surfaces:
 - 1. Remove deteriorated existing paint down to sound substrate by scraping or sanding. Feather edges of existing paint by sanding to be smooth with adjacent surfaces.
 - 2. Clean surface with mild soap and water, or with tri-sodium phosphate (TSP). Wash surfaces that have been defaced with marking pens, crayons, lipstick, etc, with solvent recommended by Paint Manufacturer. Spot prime such surfaces.
 - 3. Spackle and tape cracks. Sand to smooth finish and spot prime.
 - 4. Sand or chemically etch existing painted surface as required to prepare surface to accept new paint.
 - 5. Re-clean surface.
 - 6. Apply primer coat.
 - 7. Apply finish coats.

END OF SECTION