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# **BIDDING REQUIREMENTS**

**FOR SMALL PROJECTS (U.S.)**

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# INVITATION TO BID (U.S.)

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**1. CONTRACTORS INVITED TO BID THE PROJECT:**

KE Painting  
Sion Painting  
JPL Painting  
DF Johnson Architectural  
Dynamic Construction  
Painter Building

**2. PROJECT:**

Wall Covering Replacement

**3. LOCATION:**

1295 East 900 South  
Springville, UT 84663

**4. OWNER:**

Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole  
c/o  
Springville UT FM Group  
1672 West 700 South STE E  
Springville, UT 84663

**5. CONSULTANT:**

None

**6. DESCRIPTION OF PROJECT:**

- A. Wall Covering Replacement
- 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 60 calendar days and will be as noted in the Agreement.

**9. BID OPENING:** Sealed bids will be received at Springville FM Office. Bids will be publicly opened at February 28th, 2019 at 2:00 PM .

**10. BIDDING DOCUMENTS:**

- A. Bidding Documents may be examined at the following plan room locations:
  - 1) Springville FM Group
  - 2)
- B. Bidding Documents are available to invited Contractors with a deposit of \$0.00 per set.

Deposit will be refunded if documents are returned complete and in good condition within five days of bid opening.

11. **BIDDER'S QUALIFICATIONS:** Bidding by the Contractors will be by invitation only.
12. **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.)

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## 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) Contact FM Group for access

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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 7- Springville Sr Seminary

Building Plan Type: Semianry

Building Address: 1295 East 900 South, Springville UT 84663

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

Project Number: 5059666010101

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: 505966619020101  
Property Address ("Project Site"): 1295 East 900 South Springville, UT 84663  
Project Type: Replacement  
Project Name ("Project"): Wall Covering Replacement  
Stake Name: Utah South Area CES

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 6,9,10,11);
- d. Drawings entitled and dated 2/28/2018;
- 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 Thirty (30) 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.

Signature:

Print Name:

Title:

Address:  
1672 West 700 South STE E  
Springville UT 84663

Telephone No: 801-489-2902

Facsimile No: N/A

Email: arn@ldschurch.org

Effective Date:

Reviewed By:

**CONTRACTOR:**

Signature:

Print Name:

Title:

Address:

Telephone No:

Facsimile No:

Email:

Fed. I.D. or SSN:

License No:

Date Signed:





# GENERAL CONDITIONS

## For a Fixed Sum (U.S.)

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## SECTION 1 - GENERAL PROVISIONS

### 1.1 DEFINITIONS

- A. Adverse Weather: weather conditions that are seasonally abnormal and could not have been reasonably anticipated.
- B. Agreement: the document entitled "Agreement Between Owner and Contractor for a Fixed Sum (U.S.), executed by Owner and Contractor for performance of the Work.
- C. Architect: the entity identified as such in the Agreement.
- D. Change In The Work: a modification to the requirements of the Contract Documents or a delay in Substantial Completion resulting from an instruction from Owner or Architect to Contractor or from another event or circumstance.
- E. Change Order: a written instrument prepared by Architect and signed by Owner, Contractor, and Architect stating their agreement upon the following: (1) the occurrence of a Change in the Work; (2) the amount of the adjustment, if any, in the Contract Sum as a result of the Change in the Work; and (3) the extent of the adjustment, if any, in the Contract Time as a result of the Change in the Work.
- F. Construction Change Directive: a written order prepared by Architect and signed by Architect and Owner which: (1) orders a Change in the Work if the terms of a Change Order cannot be agreed upon prior to performance of a Change in the Work described in Section 7.1 or after occurrence of an event or circumstance described in Section 7.2; and (2) states a proposed basis for adjustment, if any, in the Contract Sum, the Contract Time, or both, resulting from the Change in the Work.
- G. Contract Documents: the documents identified as such in the Agreement.
- H. Contract Sum: the total amount set forth in the Agreement payable by Owner to Contractor for performance of the Work.
- I. Contract Time: the period of time set forth in the Agreement for the Substantial Completion of the Work.
- J. Contractor: the entity identified as such in the Agreement.
- K. Day: calendar day unless otherwise specifically defined.
- L. Direct Costs: actual costs for labor, materials, equipment, insurance, bonds, subcontract costs and onsite supervision relating to the Project. They do not include labor costs for project managers or other off-site administration.
- M. Drawings: the documents identified as such in the Agreement.
- N. Field Change: a written order prepared by Architect and signed by Architect and Contractor for a minor Change in the Work consistent with the general intent of the Contract Documents costing \$1,000 or less, resulting in no time extension, and which is necessary to avoid delaying the Work.
- O. Modification: a written amendment to the Contract Documents in the form of a:
  - 1. Change Order;
  - 2. Construction Change Directive; or
  - 3. Field Change.
- P. Owner: the entity identified as such in the Agreement.

- Q. Project: the total construction designed by Architect of which the Work performed under the Contract Documents may be the whole or a part.
- R. Product Data: standard illustrations, schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate details regarding materials or equipment to be used in the Work, or the manner of installation, operation, or maintenance of such materials or equipment.
- S. Project Manual: the document identified as such in the Agreement.
- T. Samples And Mock-ups: physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- U. Shop Drawings: drawings, diagrams, illustrations, schedules, performance charts, fabrication and installation drawings, setting diagrams, patterns, templates, and other data which illustrate some portion of the Work and confirm dimensions and conformance to the Contract Documents specially prepared by Contractor or any Subcontractor, manufacturer, supplier, or distributor.
- V. Specifications: the documents identified as such in the Agreement.
- W. Subcontractor: any entity supplying labor, materials, equipment, construction or services for the Work under separate contract with Contractor or any other Subcontractor.
- X. Submittals: Shop Drawings, Product Data, Samples and Mock-ups and any other documents or items furnished by Contractor or its Subcontractors to Owner or Architect to demonstrate how any portion of the Work will be accomplished or the type of materials or products that will be used in the Work.
- Y. Substantial Completion: Completion of the Work to a point where Owner can use the Work for its intended purposes. The date of Substantial Completion is the date certified as such by Architect in accordance with the Contract Documents.
- Z. Work: all labor, materials, equipment, construction, and services required by the Contract Documents.
- AA. Written Notice: notice in writing given from one party to the other at the addresses or facsimile numbers listed in the Agreement, or at such other addresses or facsimile numbers as the parties will designate from time to time by Written Notice, and will be effective at the earliest of:
  1. The date of personal delivery to the other party with signed acknowledgment of receipt; or
  2. The date sent by facsimile transmission to the other party provided receipt of the facsimile is verified by an electronic confirmation report by the party sending the facsimile transmission and further provided that a confirmation copy is sent to the other party by courier or by registered or certified mail within twenty-four (24) hours after the time and date of the facsimile transmission; or
  3. The date of receipt by the other party as stated on the return receipt if sent by registered or certified mail, or by courier.

## 1.2 CORRELATION AND INTENT OF CONTRACT DOCUMENTS

- A. The intent of the Contract Documents is to require Contractor to provide all labor, materials, equipment, construction, and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary and what is required by any one will be as binding as if required by all. Contractor will perform the Work in accordance with the requirements expressly set forth in or reasonably inferable from the Contract Documents.
- B. The organization of the Contract Documents is not intended to control Contractor in dividing the Work among Subcontractors or to establish the extent of the Work to be performed by any trade.
- C. Words used in the Contract Documents that have well known technical or trade meanings are used therein in accordance with such recognized meanings.
- D. In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## 1.3 OWNERSHIP AND USE OF CONTRACT DOCUMENTS

The Drawings, the Project Manual, and copies thereof are the property of Owner. Contractor will not use these documents on any other project. Contractor may retain one copy of the Drawings and the Project Manual as a contract record set and will return or destroy all remaining copies following final completion of the Work.

## 1.4 PUBLIC STATEMENTS REGARDING PROJECT

Contractor will not make any statements or provide any information to the media about the Project without the prior written consent of Owner. If Contractor receives any requests for information from media, Contractor will refer such requests to Owner.

## 1.5 OWNERSHIP AND USE OF RENDERINGS AND PHOTOGRAPHS

Renderings representing the Work are the property of Owner. All photographs of the Work, whether taken during performance of the

Work or at completion, are the property of the Owner. The Owner reserves all rights including copyrights to renderings and photographs of the Work. No renderings or photographs shall be used or distributed without written consent of the Owner

## **1.6 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, Sub-subcontractors or employees shall make any private commercial use of their relationship to Owner or the Project, including, without limitation:

- A. By referring to this Agreement, Owner, or the 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 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 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 Project.

Notwithstanding the foregoing, Contractor may include a reference to Owner and the services and equipment provided under this Agreement 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, the services and equipment is included with at least several other similar references and is given no more prominence than such other references.

## **1.7 CONFIDENTIALITY / PROPERTY RIGHTS**

- A. 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 for or relative to Work performed under this Agreement, such products, services, and Work of Contractor constituting works made for hire. Contractor will not reuse any portions of such items provided by Owner or developed by Contractor 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.
- B. In addition, Contractor shall ensure that Contractor, 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:
  - 1. The name or address of any affiliate, customer or contractor of Owner or any information concerning the transactions of any such person with Owner;
  - 2. Any information relating to contracts, agreements, business plans, budgets or other financial information of Owner to the extent such information has not been made available to the public by the Owner; and
  - 3. Any other information that is marked or noted as confidential by the Owner at the time of its disclosure.

## **1.8 COMPLY WITH INTELLECTUAL PROPERTY RIGHTS OF OTHERS**

Contractor represents and warrants that no Work (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).

## **SECTION 2 - OWNER**

### **2.1 OWNER'S DESIGNATED REPRESENTATIVE**

Owner will designate in writing a representative who will have express authority to bind Owner with respect to all matters requiring Owner's approval or authorization.

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

- A. Owner will be responsible for establishment of property lines and benchmarks for grading.
- B. Owner will furnish to Contractor any information or services it is required to furnish under the Contract Documents with reasonable promptness to avoid delay in the orderly progress of the Work.
- C. Owner will furnish to Contractor a reasonable number of copies of the Drawings, the Project Manual, and the Addenda.

### **2.3 OWNER'S RIGHT TO INSPECT THE WORK**

Owner and its representatives will have the right to inspect any portion of the Work wherever located at any time.

### **2.4 OWNER'S RIGHT TO STOP THE WORK**

If Contractor fails to carry out the Work in accordance with the Contract Documents or fails to correct Work which is not in accordance with the Contract Documents in a timely manner, Owner may order Contractor in writing to stop the Work, or any portion thereof, until the cause for that order has been eliminated.

## **SECTION 3 - CONTRACTOR**

### **3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

- A. By executing the Agreement, Contractor represents that it has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its own observations with the requirements of the Contract Documents.
- B. Contractor will carefully review and compare the Contract Documents and any other available information relating to the Project prior to commencing and during performance of each portion of the Work and will immediately report to Architect any errors, inconsistencies, and omissions it discovers.
- C. Should Contractor or any of its Subcontractors become aware of any question regarding the meaning or intent of any part of the Contract Documents prior to commencing that portion of the Work about which there is a question, Contractor will request an interpretation or clarification from Architect before proceeding. Contractor proceeds at its own risk if it proceeds with the Work without first making such a request and receiving an interpretation or clarification from Architect. If neither Contractor nor its Subcontractors become aware of the question until after work on the relevant portion of the Work has commenced, then the following precedence will govern for purposes of determining whether resolution of the question constitutes a Change in the Work:
  - 1. The Agreement takes precedence over all other Contract Documents.
  - 2. The Supplementary Conditions take precedence over the General Conditions.
  - 3. The General Conditions and Supplementary Conditions take precedence over the Drawings and the Specifications.
  - 4. An Addendum or a Modification takes precedence over the document(s) modified by the Addendum or Modification.
  - 5. The Specifications take precedence over the Drawings.
  - 6. Within the Drawings, larger scale drawings take precedence over smaller scale drawings, figured dimensions over scaled dimensions, and noted materials over graphic indications.
- D. Contractor will give Architect notice of any additional drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work, sufficiently in advance of the need for information so as not to delay the Work.
- E. It is not Contractor's responsibility to ascertain that the Contract Documents are in accordance with requirements of applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Contractor observes that portions of the Contract Documents are at variance with those requirements, Contractor will immediately notify Architect in writing. Contractor will not proceed unless Owner and/or Architect effects Modifications to the Contract Documents required for compliance with such requirements. Contractor will be fully responsible for any work knowingly performed contrary to such requirements and will fully indemnify Owner against loss and bear all costs and penalties arising therefrom.
- F. Contractor will take field measurements and verify field conditions and will compare such field measurements and conditions and other information known to Contractor with the Contract Documents before ordering any materials or commencing construction activities. Contractor will immediately report errors, inconsistencies, and omissions that it discovers to Architect. If Contractor orders materials or commences construction activities before taking field measurements and verifying field conditions, Contractor will not be entitled to any compensation for additional costs to Contractor resulting from field measurements or conditions different from those anticipated by Contractor which would have been avoided had Contractor taken field measurements and verified field conditions prior to ordering the materials or commencing construction activities.
- G. If site conditions indicated in the Contract Documents or other information provided by Owner or Architect to Contractor differ materially from those Contractor encounters in performance of the Work, Contractor will immediately notify Architect in writing of such differing site conditions.
- H. Where the Contract Documents require the Contractor to provide professional services for architecture or engineering, the Contractor shall cause such services to be performed by appropriately licensed professionals.

### **3.2 SUPERVISION OF CONSTRUCTION PROCEDURES**

- A. Contractor will supervise and direct the Work. Contractor will be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. All loss, damage, liability, or cost of correcting defective work arising from the use of any construction means, methods, techniques, sequences or procedures will be borne by Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless Contractor has given timely notice to Owner and Architect in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and Owner has then instructed Contractor in writing to proceed at Owner's risk.
- B. Contractor will utilize its best skill, efforts, and judgment to provide efficient business administration and supervision, to furnish at all times an adequate supply of workers and materials, and to perform the Work in an expeditious and economical manner consistent with the interests of Owner.
- C. Contractor will be responsible for:

1. The proper observance of property lines and set back requirements as shown in the Contract Documents;
  2. The location and layout of the Work as shown in the Contract Documents with respect to the position of the Work on the property and the elevation of the Work in relation to grade; and
  3. Setting and maintaining construction stakes.
- D. Contractor will be responsible to Owner for the acts and omissions of its employees and Subcontractors as well as persons either directly or indirectly employed by Subcontractors.
- E. Contractor will not be relieved of its obligation to perform the Work in accordance with the Contract Documents as a result of any tests, inspections, or approvals by Owner, Architect or their consultants.
- F. Contractor will be responsible for inspection of portions of the Work already completed to determine that such portions are in proper condition to receive subsequent portions of the Work.
- G. Contractor recognizes that the Project site and the surrounding area is frequently visited by the public and is important to Owner's image and function and will maintain the premises free from debris and waste materials resulting from Construction. At the completion of Construction, Contractor shall promptly remove construction equipment, tools, surplus materials, waste materials and debris.

### **3.3 LABOR AND MATERIALS**

- A. Unless otherwise provided in the Contract Documents, Contractor will provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- B. Contractor will at all times enforce strict discipline and good order among those performing the Work and will not permit employment of any unfit person or anyone not skilled in the tasks assigned to them.
- C. Contractor is fully responsible for the Project and all materials and work connected therewith until Owner has accepted the Work in writing. Contractor will replace or repair at its own expense any materials or work damaged or stolen, regardless of whether it has received payment for such work or materials from the Owner.
- D. Contractor will remedy all damage or loss to any property caused in whole or in part by Contractor, any Subcontractor, or by anyone for whose acts any of them may be liable.
- E. Contractor will be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. Architect may require Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the work meets the requirements of the Contract Documents. All such data will be furnished at Contractor's expense. This provision will not require Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at Contractor's expense.
- F. Contractor will coordinate and supervise the work performed by Subcontractors so that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. Contractor and all Subcontractors will at all times afford each trade, any separate contractor, or Owner, reasonable opportunity for the installation of Work and the storage of materials.
- G. Contractor warrants to Owner that the materials and equipment furnished for the Work will be new unless otherwise specified by the Contract Documents, and that the Work will be free from defects, and will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective in the discretion of Owner. If required by Architect, Contractor will furnish satisfactory evidence as to the kind and quality of the materials and equipment used in performing the Work.
- H. Owner may elect to purchase materials required for the Work. In that event, Contractor will comply with the procedures set forth in the Contract Documents relating to such materials.

### **3.4 COMPLIANCE WITH LAWS**

Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public authorities relating to performance of the Work.

### **3.5 TAXES**

- A. Contractor will pay all sales, use, consumer, payroll, workers compensation, unemployment, old age pension, surtax, and similar taxes assessed in connection with the performance of the Work.
- B. Owner will pay all taxes and assessments on the real property comprising the Project site.

### **3.6 PERMITS AND FEES**

- A. Owner will obtain and pay for all zoning and use permits and permanent easements necessary for completion of the Work.

- B. Contractor will obtain and pay for the building permit, and all other permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.
- C. Contractor will secure any certificates of inspection and of occupancy required by authorities having jurisdiction over the Work. Contractor will deliver these certificates to Architect prior to issuance of the Certificate of Substantial Completion by Architect.

### **3.7 CONTRACTOR'S ON-SITE REPRESENTATIVE**

Contractor will employ a competent representative acceptable to Owner to supervise the performance of the Work. This representative will be designated in writing by Contractor prior to commencement of work and will not be changed prior to final inspection of the Work without prior written consent of Owner. This representative will represent Contractor for all purposes, including communication with Owner.

### **3.8 CONTRACTOR'S CONSTRUCTION SCHEDULES**

- A. Contractor will prepare and submit for Owner's and Architect's information Contractor's construction schedule for the Work in accordance with the requirements of the Contract Documents.
- B. Contractor will prepare and maintain a Submittal schedule which is coordinated with Contractor's construction schedule and sets forth specified times for Architect to review Submittals.

### **3.9 DOCUMENTS AND SUBMITTALS AT THE SITE**

Contractor will keep at the Project site for use by Owner, Architect, or their representatives, a record copy of the Project Manual, the Drawings, all Addenda, and all Modifications. These documents will be maintained in good order and currently marked to record changes and selections made during construction. In addition, Contractor will keep at the Project site one copy of all Submittals.

### **3.10 SUBMITTALS**

- A. Submittals are not Contract Documents and do not alter the requirements of the Contract Documents unless incorporated into the Contract Documents by a Modification.
- B. Contractor will review, approve, and submit to Architect Submittals in accordance with the Contract Documents. By approving Submittals, Contractor represents that it has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data, and that it has checked and coordinated each Submittal with the requirements of the Work and of the Contract Documents or will make such determination, verification, check, and coordination prior to commencing the relevant portion of the Work. In reviewing Submittals Architect will be entitled to rely upon Contractor's representation that such information is correct and accurate.
- C. Contractor will inform Architect in writing at the time of submission of any Submittal or portion thereof which deviates from the requirements of the Contract Documents. Contractor will provide Architect with documentation demonstrating to Architect that the Submittal is equal to or better than the specified product or work. Contractor will not be relieved of responsibility for deviations from the requirements of the Contract Documents by Architect's acceptance of a Submittal unless Contractor has informed Architect in writing of the deviation and Architect has incorporated the deviation into the Contract Documents by a Modification.
- D. Contractor will not perform any portions of the Work requiring Submittals until the respective Submittal has been reviewed and accepted in writing by Architect.
- E. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, Owner will be entitled to rely upon such certifications, and neither Owner nor Architect will be expected to make any independent examination with respect thereto.
- F. Submittals not required by the Contract Documents may be returned to Contractor without action.

### **3.11 CUTTING AND PATCHING**

Contractor will be responsible for any cutting, fitting, and patching that may be required to complete the Work and make its parts fit together properly.

### **3.12 ACCESS TO WORK**

Contractor will permit Owner, Architect, their representatives and consultants, access to the Work wherever located at any time.

### **3.13 ROYALTIES AND PATENTS**

Contractor will pay all royalties and license fees required by the Work or by Contractor's chosen method of performing the Work. Contractor will defend and hold Owner harmless from all suits or claims for infringement of any patent, license or other intellectual property rights or any loss on account thereof.

### **3.14 INDEMNIFICATION**

- A. Contractor will indemnify and hold harmless Owner and Owner's representatives, employees, agents, architects, and consultants from and against any and all claims, 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 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 worker's compensation acts, disability benefit acts, or other employee benefit acts.

### **3.15 PROJECT MEETINGS**

Contractor will attend and participate in meetings as required by the Contract Documents.

## **SECTION 4 - ADMINISTRATION OF THE CONTRACT**

### **4.1 ARCHITECT**

In the event that Owner terminates its contractual relationship with Architect, Owner will appoint in writing another architect, whose status under the Contract Documents will be that of the former Architect in all respects.

### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

- A. Architect will make periodic visits to the site to familiarize itself generally with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. Although Architect is required to make periodic inspections, it is not required to make exhaustive or continuous onsite inspections. On the basis of its observations while at the site, Architect will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work. Architect's failure to observe a defect or deficiency in the Work will not relieve Contractor of its duty to perform the Work in accordance with the Contract Documents.
- B. Architect will review Contractor's payment requests and determine the amounts due Contractor in accordance with Section 9.
- C. Communications between Contractor and Owner relating to the Work will be through Architect. Communications between Owner or Contractor with Architect's consultants relating to the Work will be through Architect. Communications between Owner or Architect and subcontractors relating to the Work will be through Contractor. Communications between Contractor and any separate contractor will be through Architect, except as otherwise specified in the Contract Documents.
- D. Owner and/or Architect will have the right to reject and require removal of the following at Contractor's expense:
  1. Any portion of the Work that does not meet the requirements of the Contract Documents.
  2. Any portion of the Work damaged or rendered unsuitable during installation or resulting from failure to exercise proper protection.
- E. Architect will have authority to suspend the Work, with concurrence of Owner, whenever such suspension may be necessary in its reasonable opinion to insure the proper performance of the Work.
- F. Architect will review Contractor's Submittals and will accept or take other appropriate action regarding the Submittals. Architect's review of the Submittals will be for the limited purpose of checking for general conformance with the Contract Documents and will not be conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor. Architect's review of Submittals will not relieve Contractor of its obligations under the

Contract Documents. Architect's review of Submittals will not constitute acceptance of safety precautions or construction means, methods, techniques, sequences or procedures. Architect's acceptance of a specific item will not indicate acceptance of an assembly of which the item is a component.

- G. Architect has authority to order Construction Change Directives and Field Changes in accordance with Section 7.
- H. Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and review written guarantees and related documents required by the Contract and assembled by Contractor, and will review and certify or reject Contractor's final payment request.
- I. Architect will be the interpreter of the performance and requirements of the Contract Documents. Architect's interpretations will be in writing or in the form of drawings.
- J. Architect's decisions in matters relating to aesthetic effect will be final if consistent with the Contract Documents and approved by Owner.

## **SECTION 5 - SUBCONTRACTORS**

### **5.1 AWARD OF SUBCONTRACTS FOR PORTIONS OF THE WORK**

- A. Contractor will enter into contracts with Subcontractors to perform all portions of the Work that Contractor does not customarily perform with its own employees.
- B. Contractor will not contract with any Subcontractor who has been rejected by Owner. Contractor will not be required to contract with any Subcontractor against whom it has a reasonable objection.
- C. If Owner rejects any Subcontractor proposed by Contractor, Contractor will propose an acceptable substitute to whom Owner has no reasonable objection.
- D. Contractor will not make any substitution for any Subcontractor that has been accepted by Owner and Architect without the prior written approval of Owner and Architect.

### **5.2 SUBCONTRACTUAL RELATIONS**

- A. Contractor's responsibility for the Work includes the labor and materials of all Subcontractors, including those recommended or approved by Owner. Contractor will be responsible to Owner for proper completion and guarantee of all workmanship and materials under any subcontracts. Any warranties required for such work will be obtained by Contractor in favor of Owner and delivered to Architect. It is expressly understood and agreed that there is no contractual relationship between Owner and any Subcontractor, and under no circumstances will Owner be responsible for the non-performance or financial failure of any Subcontractor or any effects therefrom.
- B. Contractor agrees to pay the Subcontractors promptly upon receipt of payment from Owner for that portion of the funds received which represents the Subcontractor's portion of the Work completed to Contractor's satisfaction for which Owner has made payment.
- C. Contractor will require each Subcontractor to:
  - 1. Be licensed by the state in which the Project is located where such licensing is required by the governing authority;
  - 2. Be bound by the terms of the Contract Documents as far as they are applicable to the Subcontractor's work;
  - 3. Assume toward Contractor the same obligations Contractor has assumed toward Owner, including the prompt payment of its Subcontractors;
  - 4. Submit its applications for payment to Contractor in time to permit Contractor to make timely application to Owner;
  - 5. Execute claim or lien releases or lien waivers for payments made by Contractor; and
  - 6. Make all claims for Changes in the Work to Contractor in the same manner as Contractor is required to make such claims to Owner.

## **SECTION 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **6.1 OWNER'S RIGHT TO PERFORM WORK OR AWARD SEPARATE CONTRACTS**

- A. Owner reserves the right to perform work itself or to award separate contracts in connection with the Project.
- B. When separate contracts are awarded, "Contractor" in the Contract Documents in each case will mean the contractor who signs each separate contract.

### **6.2 MUTUAL RESPONSIBILITY**

- A. Contractor will afford other contractors reasonable opportunity to place and store their materials and equipment on site and to perform their work and will properly connect and coordinate its Work with theirs where applicable.
- B. If any part of Contractor's Work depends upon the work of any separate contractor for proper performance or results, Contractor will inspect and promptly report to Architect any apparent discrepancies or defects in such work that render it unsuitable for



proper performance and results. Failure of Contractor to so inspect and report will constitute an acceptance of the work of the separate contractor as fit and proper to receive Contractor's Work, except as to defects not then reasonably discoverable.

- C. Contractor will promptly remedy damage caused by Contractor or any Subcontractor to the completed or partially completed work of other contractors or to the property of Owner or other contractors.

### **6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among Contractor and separate contractors as to the responsibility under their separate contracts for maintaining the Project free from waste materials and rubbish, Owner may clean the Project, allocate the cost among those responsible as Owner and Architect determine to be just, and withhold such cost from any amounts due or to become due to Contractor.

## **SECTION 7 - CHANGES IN THE WORK**

### **7.1 CHANGES IN THE WORK RESULTING FROM AN INSTRUCTION BY OWNER OR ARCHITECT TO CONTRACTOR**

- A. If Owner or Architect gives Contractor an instruction that modifies the requirements of the Contract Documents or delays Substantial Completion, Contractor may be entitled to an adjustment in the Contract Sum and/or the Contract Time. If compliance with the instruction affects the cost to Contractor to perform the Work, the Contract Sum will be adjusted to reflect the reasonable increase or decrease in cost subject to the conditions set forth in Section 7.1, Paragraphs B through G. If compliance with the instruction delays Substantial Completion, the Contract Time will be extended for a period of time commensurate with such delay subject to the conditions set forth in Section 7.1, Paragraphs B through G and Section 7.3, Paragraph A and Contractor will be paid liquidated damages for the delay as set forth in Section 7.3, Paragraph B.
- B. If Contractor receives an instruction from Owner or Architect that Contractor considers to be a Change in the Work, Contractor, before complying with the instruction, will notify Architect in writing that Contractor considers such instruction to constitute a Change in the Work. If Architect agrees that compliance with the instruction will constitute a Change in the Work, Contractor will furnish a proposal for a Modification in accordance with Section 7.1, Paragraphs C. and D. within ten (10) days.
- C. If Contractor claims that it is entitled to an adjustment in the Contract Sum (including without limitation costs related to a time extension) as a result of an instruction by Owner or Architect, Contractor will furnish a proposal for a Change Order containing a price breakdown itemized as required by Owner. The breakdown will be in sufficient detail to allow Owner to determine any increase or decrease in Direct Costs as a result of compliance with the instruction. Any amount claimed for subcontracts will be supported by a similar price breakdown and will itemize the Subcontractor's profit and overhead charges. Profit and overhead will be subject to the following limitations:
  - 1. The Subcontractor's profit and overhead will not exceed ten (10) percent of its Direct Costs on work performed. Subcontractor's profit and overhead will not exceed five (5) percent on work performed by its sub-subcontractors.
  - 2. Contractor's profit and overhead on work performed by its own crews will not exceed ten (10) percent of its Direct Costs.
  - 3. Contractor's profit and overhead mark up on work performed by its Subcontractors will not exceed five (5) percent of the Subcontractors' charges for such work.
  - 4. Amounts due Owner as a result of a credit change will be the actual net savings to Contractor from the Change in the Work as confirmed by Architect. On credit changes, profit and overhead on the originally estimated work will not be credited back to Owner. If both additions and credits are involved in a single Change in the Work, overhead and profit will be figured on the basis of net increase, if any, related to that Change in the Work.
- D. If Contractor claims that it is entitled to an adjustment in the Contract Time as a result of an instruction from Owner or Architect, Contractor will include in its proposal justification to support Contractor's claim that compliance with the instruction will delay Substantial Completion.
- E. Upon receipt of Contractor's proposal for Modification, Architect and Owner will determine whether to proceed with the Change in the Work. If Architect and Owner determine to proceed with the Change in the Work, they will issue a Change Order, a Construction Change Directive or a Field Change as appropriate.
- F. Contractor agrees that if it complies with an instruction from Owner or Architect without first giving written notice to Architect as provided in Section 7.1., Paragraph B, and receiving a Change Order, Construction Change Directive or Field Change, Contractor will not be entitled to any adjustment in the Contract Sum or the Contract Time as a result of the instruction and waives any claim therefor.
- G. If Contractor is instructed to perform work which it claims constitutes a Change in the Work but which Owner and Architect do not agree constitutes a Change in the Work, Contractor will comply with the instruction. Contractor may submit its claim for adjustment to the Contract Sum, the Contract Time, or both as a dispute pursuant to Section 13 within thirty (30) days after compliance with the instruction. Contractor agrees that if it fails to submit its claim for resolution pursuant to Section 13 within thirty (30) days after compliance with the instruction, then Contractor will not be entitled to any adjustment in the Contract Sum or the Contract Time as a result of the instruction and waives any claim therefor.
- H. Contractor agrees that it is responsible for submitting accurate cost and pricing data to support its Change Order Proposals. Owner will have the right to examine the Contractor's records to verify the accuracy and appropriateness of the pricing data used to price change order proposals.

### **7.2 CHANGE IN THE WORK RESULTING FROM AN EVENT OR CIRCUMSTANCE**

- A. If an event or circumstance other than an instruction from Owner or Architect affects the cost to Contractor of performing the Work or delays Substantial Completion, Contractor may be entitled to an adjustment in the Contract Sum and/or the Contract Time. If the circumstance or event affects the cost to Contractor to perform the Work and is caused by a willful or negligent act or omission of Owner or Architect, the Contract Sum will be adjusted to reflect the reasonable increase or decrease in Contractor's cost to perform the Work resulting from the event or circumstance, subject to the conditions set forth in Section 7.2, Paragraphs B through F. If the event or circumstance delays Substantial Completion and is described in Section 7.3, Paragraph A, the Contract Time will be extended for a period of time commensurate with such delay subject to the conditions set forth in such section. If the circumstance or event delays Substantial Completion and is caused by a willful or negligent act or omission of Owner or Architect, then Contractor will be compensated for costs incident to the delay in accordance with Section 7.3, Paragraph B. Contractor will not be entitled to any adjustment to the Contract Sum or other damages from Owner as a result of any event or circumstance unless the event or circumstance results from a willful or negligent act or omission of Owner or Architect.
- B. If a Change in the Work results from any event or circumstance caused by the willful or negligent act or omission of Owner or Architect, Contractor will give Owner Written Notice of such event or circumstance within twenty-four (24) hours after commencement of the event or circumstance so that Owner can take such action as is necessary to mitigate the effect of the event or circumstance. Contractor will not be entitled to any adjustment in either the Contract Time or the Contract Sum based on any damages or delays resulting from such event or circumstance during a period more than twenty-four (24) hours prior to Contractor giving such Written Notice to Owner.
- C. Contractor will submit in writing any claims for an adjustment in the Contract Time and/or the Contract Sum resulting from an event or circumstance within the time limits set forth below. In the event that Contractor fails to submit its claim in writing within the time limits set forth below, then Contractor agrees it will not be entitled to any adjustment in the Contract Time or the Contract Sum or to any other damages from Owner due to the circumstance or event and waives any claim therefor.
  - 1. Claims for an adjustment in the Contract Time due to Adverse Weather will be made by the tenth (10th) of the month following the month in which the delay occurred.
  - 2. Claims for an adjustment in the Contract Time and/or the Contract Sum due to any other circumstance or event will be submitted within seven (7) days after the occurrence of the circumstance or event.
- D. If Contractor claims that it is entitled to an adjustment in the Contract Sum (including without limitation costs related to a time extension) because of an event or circumstance resulting from the willful or negligent act or omission of Owner or Architect, Contractor will furnish a proposal for a Change Order containing a price breakdown as described in Section 7.1, Paragraph C. Any amount claimed for increased labor costs as a result of the event or circumstance must be supported by a certified payroll. Any claim for rented equipment or additional material costs must be supported by invoices.
- E. If Contractor claims that it is entitled to an adjustment in the Contract Time as a result of an event or circumstance, Contractor will include with its claim copies of daily logs, letters, shipping orders, delivery tickets, Project schedules, and other supporting information necessary to justify Contractor's claim that the event or circumstance delayed Substantial Completion. If Contractor is entitled to an adjustment in the Contract Time as a result of an event or circumstance caused by the willful or negligent act or omission of Owner or Architect, Contractor will be compensated for all costs related to the delay in accordance with Section 7.3, Paragraph B.
- F. Within thirty (30) days after receipt of Contractor's claim, Architect will either deny the claim or recommend approval to Owner. If Owner approves the claim, the adjustment in the Contract Time and/or Contract Sum will be reflected in a Change Order pursuant to Section 7.5 or a Construction Change Directive pursuant to Section 7.6. If Owner or Architect denies Contractor's claim, Contractor may submit its claim as a dispute pursuant to Section 13 within thirty (30) days of receipt of the denial of the claim. If Contractor fails to submit its claim for resolution pursuant to Section 13 within the thirty (30) day time period, then Contractor agrees it is not entitled to any adjustment in the Contract Time and/ or Contract Sum or any other damages as a result of the event or circumstance and waives any claim therefor.

### 7.3 EXTENSIONS OF TIME

- A. If Substantial Completion of the Project is delayed because of any of the following causes, then the Contract Time will be extended by Change Order for a period of time equal to such delay:
  - 1. Labor strikes or lock-outs;
  - 2. Adverse weather;
  - 3. Unusual delay in transportation;
  - 4. Unforeseen governmental requests or requirements;
  - 5. A Change in the Work resulting from an instruction by Owner or Architect to Contractor subject to the conditions set forth in Section 7.1; or
  - 6. Any other event or circumstance caused by the willful or negligent act or omission of Owner or Architect.
- B. Contractor will not be entitled to any compensation for delay described in Section 7.3, Paragraph A, subparagraphs 1, 2, 3 and 4. For each day of delay in Substantial Completion described in Section 7.3, Paragraph A, subparagraphs 5 and 6, Contractor will be paid liquidated damages in the amount per day set forth in the Supplementary Conditions to compensate Contractor for all damages resulting from any delay including but not limited to damages for general conditions costs, additional job site costs, additional home office overhead costs, disruption costs, acceleration costs, increase in labor costs, increase in subcontract costs, increase in materials costs, and any other costs incident to the delay. Contractor will be entitled to no other compensation relating to the delay.

- C. In no event will any time extension or cost adjustment be given on account of delay which reasonably should have been anticipated by the Contractor or in circumstances where performance of the Work is, was, or would have been, delayed by any other cause for which the Contractor is not entitled to an extension.

#### **7.4 DOCUMENTATION OF CHANGES IN THE WORK**

Every Change in the Work will be documented by a Change Order, a Construction Change Directive or a Field Change. If Owner, Architect and Contractor reach agreement regarding the adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, resulting from a Change in the Work, then the parties will execute a Change Order pursuant to Section 7.5. If Owner, Architect and Contractor cannot reach agreement regarding the adjustment in Contract Sum or the adjustment in Contract Time resulting from a Change in the Work, then Owner and Architect will issue a Construction Change Directive pursuant to Section 7.6. Field Changes require the agreement of Architect and Contractor only.

#### **7.5 CHANGE ORDERS**

Contractor's signature upon a Change Order is Contractor's acknowledgment that it is not entitled to any additional adjustment in the Contract Sum or the Contract Time or any other damages or compensation as a result of the Change in the Work other than that provided for in the Change Order, irrespective of whether a subsequent claim for additional compensation or time extensions relating to the Change in the Work is described as a change in the requirements of the Contract Documents, a delay, a disruption of the Work, an acceleration of the Work, an impact on the efficiency of performance of the Work, an equitable adjustment, or other claim and irrespective of whether the impact of the Change in the Work is considered singly or in conjunction with the impact of other Changes in the Work.

#### **7.6 CONSTRUCTION CHANGE DIRECTIVES**

- A. Contractor will promptly comply with all Construction Change Directives.
- B. Pending final resolution of any adjustment in the Contract Sum or Contract Time relating to a Construction Change Directive, the amounts proposed by Owner in the Construction Change Directive may be included in Contractor's payment requests once the work relating thereto is completed.
- C. If after the work described in the Construction Change Directive is completed, Owner, Architect, and Contractor reach agreement on adjustments in the Contract Sum, Contract Time, or both, such agreement will be reflected in an appropriate Change Order.
- D. If the parties do not reach agreement regarding an adjustment to the Contract Sum, Contract Time, or both relating to the Construction Change Directive within thirty (30) days of the completion of the work described therein, then Contractor may submit its claim for an adjustment pursuant to Section 13 within thirty (30) days of the completion of such work. Contractor agrees that if it fails to submit its claim for resolution pursuant to Section 13 within thirty (30) days of completion of the work described in the Construction Change Directive, then it will not be entitled to an adjustment in Contract Sum or Contract Time resulting from such work except as set forth in the Construction Change Directive and waives any claim therefor.

#### **7.7 FIELD CHANGES**

Architect and Contractor will sign a Field Change order listing the Change In The Work and the Contract Sum including markups before Contractor proceeds with the Field Change.

#### **7.8 WAIVER OF CLAIMS**

Except as set forth in Section 7, Contractor will not be entitled to any adjustment in the Contract Sum or the Contract Time or for any damages of any kind whatsoever resulting from an instruction from Owner or Architect, any event or circumstance, or any act or omission of Owner or Architect and Contractor expressly waives any and all claims therefor.

### **SECTION 8 - TIME**

#### **8.1 TIME IS OF THE ESSENCE**

All time limits stated in the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor will proceed expeditiously with adequate resources and will achieve Substantial Completion within the Contract Time.

#### **8.2 COMMENCEMENT OF THE WORK**

Contractor will not commence work on the Project site until the date set forth in the Written Notice to proceed. However, Contractor may enter into subcontracts and secure material for the Project after receipt of the Agreement with Owner's authorized signature. Owner will issue the Written Notice to proceed within forty-five (45) days after Owner receives acceptable bonds and evidence of insurance pursuant to Section 11 unless Owner earlier terminates the Agreement pursuant to Section 14.

#### **8.3 DELAY IN COMPLETION OF THE WORK**

- A. For each day after the expiration of the Contract Time that Contractor has not achieved Substantial Completion, Contractor will pay Owner the amount set forth in the Supplementary Conditions as liquidated damages for Owner's loss of use of the Project

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, attorney 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.

- B. At the time Architect certifies that Contractor has achieved Substantial Completion, Architect will identify the remaining items to be completed for final completion of the Work and will establish with Contractor a reasonable time for completion of those items. Architect will set forth the items to be completed and the time established for their completion in a Certificate of Substantial Completion. For each day that Contractor exceeds the time allowed for completion of the items set forth in the Certificate of Substantial Completion, Contractor will pay to Owner as liquidated damages for additional administrative expenses the amount set forth in the Supplementary Conditions. In addition, Contractor will reimburse Owner for any additional Architect's fees, attorney fees, expert fees, consultant fees, copy costs, and other expenses incurred by Owner as a result of the delay in completing such items.

## **SECTION 9 - PAYMENTS AND COMPLETION**

### **9.1 SCHEDULE OF VALUES**

Contractor will submit to Architect a schedule of values which allocates the Contract Sum to various portions of the Work. The schedule of values will be supported by such data to substantiate its accuracy as required by Architect. This schedule, when accepted by Owner and Architect, will be used as a basis for reviewing Contractor's payment requests.

### **9.2 PAYMENT REQUESTS**

- A. Not more than once a month, Contractor will submit a payment request to Architect for Work completed, materials stored on the site, and for materials stored offsite as of the date of the payment request. The amount of the payment request will be based upon the schedule of values and will be equal to the value of the Work completed:
  1. Less retention;
  2. Less all prior amounts paid by Owner to Contractor as part of the Contract Sum; and
  3. Less allowable offsets.

The payment request may include Changes in the Work that have been performed by Contractor and authorized by Owner and/or Architect pursuant to Section 7. If a payment request includes materials stored offsite, Contractor will include with the payment request a list of the materials, the location where they are stored and the written request of Contractor and its performance bond surety that payment be made for such materials.

- B. Contractor warrants and guarantees that upon the receipt of payment for materials and equipment, whether incorporated in the Project or not, title to such materials and equipment will pass to Owner free and clear of all liens, claims, security interests, or encumbrances. Notwithstanding this payment and passage of title, Contractor will remain responsible for all such materials and equipment until actual delivery to the project site, incorporation into the Work, and final acceptance by Owner. Contractor further warrants that no material or equipment covered by a payment request is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or any other person or entity.

### **9.3 PAYMENT REQUEST CERTIFICATION**

- A. Architect will, within seven (7) days after receipt of Contractor's payment request, forward to Owner the payment request certified for such amount as Architect determines is properly due. If Architect certifies less than the full amount of the payment request, Architect will notify Contractor and Owner of Architect's reasons for withholding certification of the full amount requested.
- B. The certification of the payment request will constitute a representation by Architect to Owner based upon Architect's observations at the site and the data comprising the payment request, that the Work has progressed to the point indicated and that, to the best of Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by Architect. However, the certification of the payment request will not constitute a representation that Architect has:
  1. Conducted exhaustive or continuous on-site inspections to check the quantity or quality of the Work;
  2. Reviewed construction means, methods, techniques, sequences, or procedures;
  3. Reviewed copies of requisitions received from Subcontractors or other data requested by Owner to substantiate Contractor's right to payment; or
  4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.
- C. In taking action on Contractor's payment request, Owner will be entitled to rely on the accuracy and completeness of the information furnished by Contractor.

### **9.4 DECISIONS TO WITHHOLD CERTIFICATION AND PAYMENT**

- A. Architect may withhold certification of a payment request in whole or in part to the extent reasonably necessary to protect Owner if, in the opinion of Architect, the representations to Owner required by Section 9.3, Paragraph B cannot be accurately made. If

Architect is unable to certify payment in the amount of the payment request, Architect will notify Contractor and Owner as provided in Section 9.3, Paragraph A. If Contractor and Architect cannot agree on a revised amount, Architect will promptly certify a payment request for the amount for which Architect is able to make such representations to Owner. Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a payment request previously certified, to such extent as may be necessary in Architect's opinion to protect Owner from loss because of:

1. Defective work not remedied;
  2. Third-party claims filed or reasonable evidence indicating probable filing of such claims;
  3. Failure of Contractor to make payments properly to Subcontractors for labor, materials, equipment, construction or services;
  4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  5. Damage to Owner or another contractor for which Contractor is responsible;
  6. Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance will not be adequate to cover the cost of completing the Work and damages for the anticipated delay; or
  7. Contractor's persistent failure to carry out the Work in accordance with the Contract Documents.
- B. Owner reserves the right to withhold payments to Contractor, subsequent to Architect's certification of any payment request, in order to protect Owner from loss due to any condition described in Section 9.4, Paragraph A, Subparagraphs 1 through 7. Upon satisfactory resolution of any such conditions, payments so withheld will be made.

## **9.5 PROGRESS PAYMENTS**

- A. Owner will pay Contractor progress payments within the parameters of Section 9.2 within fifteen (15) days after Owner receives the certified payment request from Architect.
- B. Owner will make payments to Contractor by either placing the payments in the mail addressed to Contractor or by electronic transfer at Owner's discretion.
- C. 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.
- D. Contractor will maintain a copy of each payment request at the Project site for review by the Subcontractors.
- E. No payment made under the Contract Documents, either in whole or in part, will be construed to be an acceptance of defective or improper materials or workmanship.
- F. In addition and notwithstanding the foregoing, Owner will also withhold and retain 10% of payments made to Contractor.
- G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within forty-five (45) days after Contractor achieves Substantial Completion, submits its payment request for retained funds, delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, obtains Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, and Owner receives a certificate of occupancy.

## **9.6 FINAL PAYMENT**

- A. Owner will make full and final payment of the Contract Sum within thirty (30) days of the completion of all of the following requirements:
1. Contractor has submitted its final payment request;
  2. Architect has declared to Owner in writing that the Work is complete;
  3. Contractor has obtained waiver and release upon final payment documents executed by all of the subcontractors performing work and/or providing materials covered by the Contractor's final payment request; and
  4. Contractor has collected and provided to Owner all manufacturers' and other guaranties and warranties, properly signed and endorsed to Owner, that are required by the Contract Documents that extend for a period beyond one year after substantial completion. (Delivery of such guaranties and warranties will not relieve Contractor for any obligation assumed under any other provision of the Contract Documents.)
- B. Acceptance of final payment by Contractor or any Subcontractor will constitute a waiver of claims by the payee except for those claims previously made in writing pursuant to Section 7 and identified by Contractor in its affidavit as still pending.
- C. If the aggregate of previous payments made by Owner exceeds the amount due Contractor, Contractor will reimburse the difference to Owner.

# **SECTION 10 - PROTECTION OF PERSONS AND PROPERTY**

## **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

Contractor will be responsible to Owner for initiating and supervising all safety programs in connection with the performance of the Work.

## **10.2 SAFETY OF PERSONS AND PROPERTY**

- A. Contractor will take reasonable precautions to prevent damage, injury, or loss to:

1. All persons on the site;
  2. The Work and materials and equipment to be incorporated into the Work; and
  3. Other property at the site or adjacent to it.
- B. Contractor will give notices and comply with applicable laws, ordinances, rules, regulations, and other lawful requirements of public authorities bearing on the safety or protection of persons and property. No work will be performed that may pose an undue safety hazard to Contractor, Contractor's employees, or any other person.
- C. Contractor will designate a responsible member of its organization at the site whose duty will be the prevention of accidents. This person will be Contractor's onsite representative unless otherwise designated in writing by Contractor to Owner and Architect.

### 10.3 EMERGENCIES

In case of an emergency endangering life or threatening the safety of any person or property, Contractor may, without waiting for specific authorization from Architect or Owner, act at its own discretion to safeguard persons or property. Contractor will immediately notify Architect of such emergency action and make a full written report to Architect within five (5) days after the event.

### 10.4 HAZARDOUS MATERIALS

In the event the Contractor encounters on the site material reasonably believed to be hazardous materials which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall be resumed in the absence of hazardous materials, or when it has been rendered harmless, by written agreement of the Owner and Contractor.

## SECTION 11 - INSURANCE AND BONDS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor will obtain the following insurance and provide evidence thereof as described below prior to commencement of the Work or within ten (10) days after signing the Agreement, whichever is earlier:
1. Workers Compensation Insurance.
  2. 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.
  3. 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:
    - a. Limits of the greater of Contractor's actual coverage amounts or the following:
      - 1) \$2,000,000 General Aggregate;
      - 2) \$2,000,000 Products - Comp/Ops Aggregate;
      - 3) \$1,000,000 Personal and Advertising Liability;
      - 4) \$1,000,000 Each Occurrence;
      - 5) \$50,000 Fire Damage to Rented Premises (Each Occurrence).
    - b. Endorsements attached to the General Liability policy including the following or their equivalent:
      - 1) 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.
      - 2) ISO Form CG 20 10 (07/04), Additional Insured -- Owners, Lessees, Or Contractors (Form B), naming Owner and Architect as additional insureds.
  4. Automobile Liability Insurance, with:
    - a. Combined Single Limit each accident in the amount of \$1,000,000 or Contractor's actual coverage, whichever is greater; and
    - b. Coverage applying to "Any Auto."
- B. Contractor will provide evidence of such insurance to Owner as follows:
1. Deliver to Owner a Certificate of Liability Insurance, on ACORD 25 (2010/05) Form, or equivalent:
    - a. Listing Owner and its consultants as the Certificate Holders and Additional Insured on the general liability and any excess liability policies;
    - b. Attaching the ISO or equivalent endorsements set forth above to the Certificate of Liability Insurance;
    - c. Identifying the Project;
    - d. 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 better. Companies which are not rated are not acceptable); and
    - e. 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.
- C. Contractor will maintain, from commencement of the Work, Insurance coverage required herein as follows:
1. Commercial General Liability Insurance through expiration of warranty period specified in Section 12.2, Paragraph B. including completion of any warranty repairs; and
  2. All other insurance through Final Payment.
- D. Owner reserves the right to reject any insurance company, policy, endorsement, or certificate of insurance with or without cause.

- E. Owner may, in writing and at its sole discretion, modify the insurance requirements.
- F. The cost of insurance as required above will be the obligation of Contractor. Contractor will be responsible for payment of all deductible amounts under all insurance.
- G. Owner will provide builders risk insurance for the cost of the Project. The policy will be written on an all risk basis with coverage for perils of wind, flood, earthquake, and terrorism, with exclusions standard for the insurance industry. The policy will be subject to a \$5,000 deductible per occurrence which will be the responsibility of Contractor and will not be a reimbursable expense. Owner will provide a copy of the terms and conditions of the builders risk policy to Contractor upon Contractor's request. Contractor will comply with terms, conditions, and deadlines of the builders risk policy. The terms, conditions, and deadlines of the builders risk policy shall govern coverage. In addition, when there is a loss which may be covered by the builders risk insurance policy, Contractor will comply with the following:
  1. Contractor will report the loss immediately to builders risk commercial insurer by calling 1-866-537-7475 and shall make such further written submissions as required and otherwise comply with all requirements of the builders risk policy.
  2. Contractor will report the loss immediately to the Owner.
  3. Contractor will immediately notify its general liability insurance carrier of the loss.
  4. Contractor will take all necessary and appropriate actions to protect the property and individuals from further loss, harm, and injury. In the event there are damages resulting from fire or water, restoration shall be performed only by a certified restoration contractor.
  5. To the extent possible, Contractor will preserve and not disturb the evidence of the loss until after the builders risk commercial insurer and all interested parties and their insurance carriers have had the opportunity to view and investigate the site and loss.
  6. Contractor will cooperate with Owner and the builders risk commercial insurer in the investigation, documentation, and settlement of loss claims, including without limitation promptly responding to all requests for information and documentation from the builders risk commercial insurer and/or Owner.

## **11.2 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

- A. Prior to commencement of the Work or within ten (10) days after signing the Agreement, whichever is earlier, Contractor will furnish to Owner a performance bond and a labor and material payment bond each in an amount equal to one hundred percent (100%) of the Contract Sum as security for all obligations arising under the Contract Documents. Such bonds will:
  1. Be written on Form AIA Document A312 (1984).
  2. Be issued by a surety company or companies licensed in the state in which the Project is located and holding valid certificates of authority under Sections 9304 to 9308, Title 31, of the United States Code as acceptable sureties or reinsurance companies on federal bonds.
  3. Have a penal sum obligation not exceeding the authorization shown in the current revision of Circular #570 as issued by the United States Treasury Department, i.e. "Treasury List".
  4. Be accompanied by a certified copy of the power of attorney stating the authority of the attorney-in-fact executing the bonds on behalf of the surety.
- B. Owner reserves the right to reject any surety company, performance bond, or labor and material payment bond with or without cause.
- C. The cost of the bonds as required above will be the obligation of Contractor.

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

### **12.1 UNCOVERING OF WORK**

Contractor will notify Architect at least twenty-four (24) hours in advance of performing work that would cover up work or otherwise make it difficult to perform inspections required by the Specifications or by applicable governing authorities. Should any such work be covered without proper notification having been given to Architect, Contractor will uncover that work for inspection at its own expense.

### **12.2 CORRECTION OF WORK**

- A. Contractor will promptly correct any portion of the Work that is rejected by Architect or which fails to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor will bear the cost of correcting such rejected Work, including additional testing and inspection costs, compensation for Architect's services, and any other expenses made necessary thereby.
- B. Contractor will remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of one (1) year from the date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. Contractor will pay all costs of correcting faulty work, including without limitation additional Architect's fees, attorney fees, expert fees, consultant fees, copy costs, and other expenses when incurred.
- C. Nothing in the Contract Documents will be construed to establish a period of limitation within which Owner may enforce the obligation of Contractor to comply with the Contract Documents. The one-year period specified above has no relationship to the time within which compliance with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations.

### **12.3 ACCEPTANCE OF NONCONFORMING WORK**

- A. If Owner prefers to accept any portion of the Work not in conformance with the Contract Documents, Owner may do so instead of requiring removal and correction of the nonconforming Work. In that event, the Contract Sum will be reduced by an amount agreed upon by the parties that reflects the difference in value to Owner between the Work as specified and the nonconforming Work. Such adjustment may consider increased maintenance costs, early replacement costs, increased inefficiency of use, and the like and will be effective whether or not final payment has been made. Such adjustment will be reflected in a Change Order pursuant to Section 7.5.
- B. Temporary or trial usage by Owner or Architect of mechanical devices, machinery, apparatus, equipment, or other work or materials supplied under the Contract Documents prior to written acceptance by Architect, will not constitute Owner's acceptance.

## **SECTION 13 - RESOLUTION OF DISPUTES**

### **13.1 SUBMITTAL OF DISPUTE**

In the event there is any dispute arising under this Agreement which cannot be resolved by agreement between the parties, either party may submit the dispute with all documentation upon which it relies to the Director of Architecture, Engineering, and Construction, Meetinghouse Facilities Department, 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.

### **13.2 CONTRACTOR TO PROCEED WITH DILIGENCE**

Pending final resolution of a dispute hereunder, Contractor will proceed diligently with the performance of its obligations under this Agreement.

## **SECTION 14 - TERMINATION**

### **14.1 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 the 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 under section 3.14 as well as all warranties in the specifications relative to Work provided through the date of termination survive a termination hereunder.

### **14.2 TERMINATION BY OWNER FOR CAUSE**

Should Contractor fail to provide Owner with the bonds and certificates of insurance required by Section 11 within the time specified therein, 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 the 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. 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 under section 3.14 as well as all warranties in the specifications relative to Work provided through the date of termination survive a termination hereunder.

### **14.3 TERMINATION BY OWNER FOR CONVENIENCE**

Notwithstanding any other provision contained in the Contract Documents, Owner may, without cause and in its absolute discretion, terminate the 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 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 under section 3.14 as well as all warranties in the specifications relative to Work provided through the date of termination survive a termination hereunder.

## **SECTION 15 - MISCELLANEOUS PROVISIONS**

### **15.1 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.

### **15.2 NO WAIVER**

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

### **15.3 RULE OF CONSTRUCTION**

Owner and Contractor agree that the Contract Documents will be deemed to have been drafted by both Owner and Contractor and will not be construed against either Owner or Contractor because of authorship.

### **15.4 ENFORCEMENT**

In the event either party commences legal action to enforce or rescind any provision of the Contract Documents, the prevailing party will be entitled to recover its attorney fees and costs, 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.

### **15.5 TESTS AND INSPECTIONS**

- A. Owner and Architect have the right to have tests made when they deem it necessary. Tests conducted by Owner or Architect will be paid for by Owner. Should a test reveal a failure of the Work to meet Contract Document requirements, the cost of the test as well as subsequent tests related to the failure necessary to determine compliance with the Contract Documents will be paid for by Owner, with the cost thereof deducted from the Contract Sum by Modification.
- B. Tests will be made in accordance with recognized standards by a competent, independent testing laboratory. Materials found defective or not in conformity with Contract Document requirements will be promptly replaced or repaired at the expense of Contractor.
- C. Owner and Architect have the right to obtain samples of materials to be used in the Work and to test samples for determining whether they meet Contract Document requirements. Samples required for testing will be furnished by Contractor and selected as directed by Architect. Samples may be required from the sample's source, point of manufacture, point of delivery, or point of installation at Architect's discretion. Samples not required as a Submittal in the Specifications will be paid for by Owner. Should tests reveal a failure of the Sample to meet the Contract Document requirements, Contractor will provide other Samples that comply with the requirements of the Contract Documents.

END OF DOCUMENT



# SUPPLEMENTARY CONDITIONS

## FIXED SUM (U.S.)

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### **ITEM 1 - GENERAL**

1. Conditions of the Agreement and General Conditions apply to each Division of the Specifications.
2. Provisions contained in Division 01 apply to all Divisions of the Specifications.

### **ITEM 2 - LIQUIDATED DAMAGE AMOUNTS:**

1. The amount of liquidated damages to the benefit of the Contractor for delays under General Conditions Section 7.3, Paragraph B is \$0.00 per day.
2. The amount of liquidated damages to the benefit of the Owner for delays in Substantial Completion of the Work under General Conditions Section 8.3, Paragraph A is \$50.00 per day.
3. The amount of liquidated damages to the benefit of the Owner for delays in completing work itemized on the Substantial Completion Certificate under General Conditions Section 8.3, Paragraph B is \$0.00 per day.

### **ITEM 3 - PERMITS**

1. Delete Section 3.6, Paragraph B of the General Conditions and replace with the following:  
  
B.

### **ITEM 4 - MISCELLANEOUS CHANGES IN GENERAL CONDITIONS**

1. FOR PROJECTS EXCEEDING \$5 MILLION – CONTRACTOR TO PROVIDE BUILDER'S RISK INSURANCE (AND NOT OWNER)

*Replace Section 11.1 Contractor's Liability Insurance of the General Conditions with the following:*

#### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

- A. Contractor will obtain the following insurance and provide evidence thereof as described below prior to commencement of the Work or within ten (10) days after signing the Agreement, whichever is earlier:
  1. Workers Compensation Insurance.
  2. 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.
  3. 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:
    - a. Limits of the greater of Contractor's actual coverage amounts or the following:
      - 1) \$2,000,000 General Aggregate;
      - 2) \$2,000,000 Products - Comp/Ops Aggregate;
      - 3) \$1,000,000 Personal and Advertising Injury;
      - 4) \$1,000,000 Each Occurrence;
      - 5) \$50,000 Damage to Rented Premises.
    - b. Endorsements attached to the General Liability policy including the following or their equivalent:
      - 1) ISO Form CG 25 03 (05/09), Designated Construction Project(s) General Aggregate Limit, describing the project and specifying that limits apply to each project of the contractor.
      - 2) ISO Form CG 20 10 (07/04), Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization, naming Owner and Architect as additional insureds.
  4. Automobile Liability Insurance, with:

- a. Combined Single Limit each accident in the amount of \$1,000,000 or Contractor's actual coverage, whichever is greater; and
  - b. Coverage applying to "Any Auto" or equivalent to all owned autos, hired autos, and non-owned autos.
5. Builder's Risk Insurance Policy – ISO Form CP 00 20 (10/12), Builders Risk Coverage (or equivalent form) and ISO Form CP 10 30 (10/12) Causes of Loss – Special Form, and ISO Form CP 11 20 (06/07) Builders Risk – Collapse During Construction (or equivalent form) with Limits of Insurance in the amount of the Guaranteed Maximum Price.
- a. Policy will cover materials stored at temporary storage locations and materials in transit.
  - b. Include Owner and Subcontractors as additional insureds.
  - c. Policy will be subject to a deductible of not less than \$5,000 per occurrence which will be the responsibility of Contractor and will not be included in the Cost of the Work or be a reimbursable expense.
- B. Contractor will provide evidence of such insurance to Owner as follows:
- 1. Deliver to Owner a Certificate of Insurance on ACORD 25 (2010/05) or equivalent:
    - a. Listing Owner as the Certificate Holder and Owner and Architect as Additional Insureds on general liability and any excess liability policies;
    - b. Attaching the endorsements set forth above for additional insured on general liability (CG 20 10 07/04) and Designated Construction Project Aggregate Limit (CG 25 03 05/09).
    - c. Identifying the Project.
    - d. Listing the insurance companies providing coverage. All companies must be rated in A.M. Best Company's Key Rating Guide – Property-Casualty, current edition, at a rating B+ Class VII or better. Companies that are not rated are not acceptable.
    - e. 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. A faxed or digital copy is also acceptable.
  - 2. Deliver to Owner a Certificate of Insurance on ACORD 27, Evidence of Property Insurance, for the Builders Risk Insurance Policy attaching the endorsement giving evidence that the Owner and all Subcontractors are listed as additional insureds on the Builders Risk Policy.
- C. Contractor will maintain, from commencement of the Work, Insurance coverage required herein as follows:
- 1. Commercial General Liability Insurance through expiration of warranty period specified in Section 12.2, Paragraph B. including completion of any warranty repairs;
  - 2. Builders' Risk Insurance through Substantial Completion; and
  - 3. All other insurance through final payment.
- D. In the event of a loss, or upon request by Owner, Contractor will provide Owner with a copy of required insurance policies above.
- E. Owner reserves the right to reject any insurance company, policy, endorsement, or certificate of insurance with or without cause.
- F. Owner may, in writing and at its sole discretion, modify the insurance requirements.

**ITEM 5 - STATE SPECIFIC SUPPLEMENTARY CONDITIONS**

**Alabama**

**Utah**

**RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN UTAH:**

*Replace section 9.5.F of the General Conditions with the following:*

- F. In addition and notwithstanding the foregoing, Owner may also withhold and retain 5% of payments made to Contractor. These retention funds will be held in an interest bearing account.

## **PAYMENT OF RETAINED FUNDS IN UTAH:**

*Replace section 9.5 G of the General Conditions with the following:*

- G. After Contractor achieves Substantial Completion and submits its payment request for retained funds and delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, if any, and provides statutory Conditional Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within forty-five (45) days from the later of (a) the date Owner received Contractor's payment request for retained funds and fully executed Contractor's Substantial Completion Affidavit and Consent of Surety, (b) the date a certificate of occupancy is issued; (c) the date that a building inspector having authority to issue its own certificate of occupancy does not issue that certificate but permits occupancy.

## **UTAH STATE SALES TAX:**

*Add the following to the General Conditions:*

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 General Conditions:*

- 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 General Conditions:*

- 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 PROGRESS PAYMENTS AND FINAL PAYMENT:**

*Replace Section 9.5.A of the General Conditions with the following:*

**9.5 PROGRESS PAYMENTS**

- A. Owner will pay Contractor progress payments within the parameters of Section 9.2 within fifteen (15) days after:
1. Contractor has submitted a progress payment request;
  2. Contractor has obtained Conditional Waiver and Release Upon Progress 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 progress payment request; and
  3. Owner receives the certified payment request from Architect.

*Replace Section 9.6.A.3 of the General Conditions with the following:*

**9.6 FINAL PAYMENT**

3. Contractor has obtained 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;

END OF DOCUMENT

# DIVISION 01: GENERAL REQUIREMENTS

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- 01 1200 MULTIPLE CONTRACT SUMMARY
- 01 1400 WORK RESTRICTIONS

## 01 2000 PRICE AND PAYMENT PROCEDURES

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## 01 3000 ADMINISTRATIVE REQUIREMENTS

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**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.
- B. Work By Owner:
  - 1. Owner will furnish and install some portions of the Work with its own forces. Complete the Work necessary to accommodate the Work to be performed by Owner before scheduled date for performance of such Work.
  - 2. Owner may provide furnishings and/or equipment for Project. Contractor will receive, store, and protect such items on site until the date Owner accepts Project.

**SECTION 01 1200 MULTIPLE CONTRACT SUMMARY**

- A. Separate Contracts:
  - 1. Contracts may be issued by Owner for performance of certain construction operations at Project site.
  - 2. Contractor will afford other contractors reasonable opportunity to place and store their materials and equipment on site and to perform their work and will properly connect and coordinate its work with theirs where applicable:

**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. Protect existing trees and plants. Remove and replace vegetation that dies or is damaged beyond repair due to construction activities.
- 2. Erect adequate barricades, warning signs, and lights necessary to protect persons from injury or harm.
- 3. 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.
- 4. 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 6400 OWNER-FURNISHED PRODUCTS**

##### **A. Administrative Requirements:**

1. Install items furnished by Owner or receive and store in safe condition items purchased directly by Owner according to requirements of Contract Documents.

#### **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**



# **DIVISION 06: WOOD, PLASTICS, AND COMPOSITES**

## **06 2000 FINISH CARPENTRY**

06 2001 COMMON FINISH CARPENTRY REQUIREMENTS  
06 2210 MISCELLANEOUS WOOD TRIM

## **06 4000 ARCHITECTURAL WOODWORK**

06 4512 ARCHITECTURAL WOODWORK WOOD TRIM

END OF TABLE OF CONTENTS





**SECTION 06 2001****COMMON FINISH CARPENTRY REQUIREMENTS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
1. Furnish and install sealants required for items installed under this Section, as described in Contract Documents.
  2. Furnish and install following items as described in Contract Documents:
- B. Products Installed But Not Furnished Under This Section:
1. Architectural Woodwork.
  2. Chair Rails.
  3. Folding Partition hardwood jambs, trim, chair rail, and floor guide track.
  4. Hardwood Base.
  5. Hardwood Trim at light coves, speaker cabinets, etc.
  6. Hardwood Trim for wall covering.
  7. Miscellaneous Wood Trim.
  8. Pass-through Window and Trim.
  9. Selected Building Specialties.
  10. Selected Equipment.
  11. Windows.
  12. Window Stools.
  13. Wood Trim at ceiling.
  14. Wood-Veneer-Faced Architectural Cabinets.
  15. Miscellaneous as specified elsewhere.
- C. Related Requirements:
1. Section 06 2210: 'Miscellaneous Wood Trim'.
  2. Sections under 06 4000 Heading: Furnishing of Architectural Woodwork.
    - a. Section 06 4512: 'Architectural Woodwork Wood Trim'.
  3. Sections under 09 9000 heading: Back priming of work to be installed against concrete or masonry or subjected to moisture, and finishing of finish carpentry and architectural woodwork.
  4. Sections in Division 10: Furnishing of Specialties.
  5. Sections in Division 11: Furnishing of Equipment.

**1.2 REFERENCES**

- A. Association Publications:
1. Architectural Woodwork Institute / Architectural Woodwork Manufacturers Association of Canada / Woodwork Institute, 46179 Westlake Drive, Suite 120, Potomac Falls, VA [www.awinet.org](http://www.awinet.org).
    - a. Architectural Woodwork Standards (AWS), 2nd Edition, 2014.
- B. Definitions:
1. Grade: Unless otherwise noted, this term means Grade rules for Economy, Custom, and/or Premium Grade:
    - a. Economy Grade: The lowest acceptable grade in both material and workmanship requirements, and is for work where price outweighs quality considerations.
    - b. Custom Grade: Typically specified for and adequately covers most high-quality architectural woodwork, providing a well-defined degree of control over a project's quality of materials, workmanship, or installation.
    - c. Premium Grade: The highest Grade available in both material and workmanship where the highest level of quality, materials, workmanship, and installation is required.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Manufacturers:
  - 1. Manufacturer Contact List:
    - a. Bommer Industries, Landrum, SC [www.bommer.com](http://www.bommer.com).
    - b. Stanley, New Britain, CT [www.stanleyhardware.com](http://www.stanleyhardware.com) or Oakville, ON (800) 441-1759.
- B. Glue: Waterproof and of best quality.
- C. Site-built attic access panels.
  - 1. Materials:
    - a. Wood Panel Product Sheathing:
      - 1) **3/4 inch nominal (19 mm nominal)** minimum by width and length as identified in Contract Documents and as specified in Section 06 1636 'Wood Panel Product Sheathing'.
      - 2) Sheathing as specified in Section 06 1636 'Wood Panel Product Sheathing'.
    - b. Board Insulation (Rigid Foam):
      - 1) Meet requirements of ASTM C578, Type X or IX.
      - 2) Type One Acceptable Products:
        - a) Foamular 150 by Owens Corning.
        - b) Grayboard by Dow Chemical.
        - c) Equal as approved by Architect before bidding. See Section 01 6200.
      - 3) Adhesive: Any adhesive safe to use with extruded polystyrene.
  - 2. Accessories:
    - a. Neoprene Gasket:
      - 1) **3/4 inch (19 mm)** continuous around door edge between door stop and door.
  - 3. Accessories:
    - a. Latch:
      - 1) Type Two Acceptable Products:
        - a) 1261, with wire pull and washer for opening from opposite side, by Stanley.
        - b) Equal as approved by Architect before installation. See Section 01 6200.
    - b. One Pair Self-Closing Hinges:
      - 1) Type Two Acceptable Products:
        - a) 2960 by Bommer Industries.
        - b) 158 by Stanley.
        - c) Equal as approved by Architect before installation. See Section 01 6200.
    - c. Stenciled Caution Signs:
      - 1) One on each side of draft stop door.
      - 2) Sign text shall read 'CAUTION - This Door Must Be Kept Closed' in **2 inch (50 mm)** high letters.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verification Of Conditions:
  - 1. Verify walls, ceilings, floors, and openings are plumb, straight, in-line, and square before installing Architectural Woodwork.
  - 2. Report conditions that are not in compliance to Architect before starting installation.

### 3.2 PREPARATION

- A. Surface Preparation:

1. Install Architectural Woodwork after wall and ceiling painting is completed in areas where Architectural Woodwork is to be installed.

### 3.3 INSTALLATION

#### A. Special Techniques:

1. AWS Custom Grade is minimum acceptable standard, except where explicitly specified otherwise, for installation of architectural woodwork.

#### B. General Architectural Woodwork Installation:

1. Fabricate work in accordance with measurements taken on Project site.
2. Scribe, miter, and join accurately and neatly to conform to details.
3. Exposed surfaces shall be machine sanded, ready for finishing.
4. Allow for free movement of panels.
5. Countersink nails. Countersink screws and plug those exposed to view.
6. Attach custom casework as specified in Sections under 06 4000 Heading: 'Furnishing of Architectural Woodwork' to wall blocking with #10 x 3 inch (76 mm) minimum Cabinet Screws. Attach wall cabinets with screws equally spaced horizontally not to exceed 12 inches (305 mm) O.C. with 3 inch (76 mm) maximum spacing at cabinet edges.

#### C. Items Installed But Not Furnished Under This Section: Install in accordance with requirements specified in Section furnishing item.

1. Window Stool:
  - a. Install window stool to structure with silicone sealant as specified in Section 07 9213 'Elastomeric Joint Sealant'.

**END OF SECTION**



**SECTION 06 2210****MISCELLANEOUS WOOD TRIM****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
  - 1. Furnish and install wood trim not specified elsewhere as described in Contract Documents.
- B. Related Requirements:
  - 1. Section 06 1100: 'Wood Framing' for wall blocking required for Wood Trim.
  - 2. Section 06 2001: 'Common Finish Carpentry Requirements':
    - a. Installation of Wood Trim.
  - 3. Section 06 4001: 'Common Architectural Woodwork Requirements':
    - a. Approved Fabricators.
    - b. General standards for materials and fabrication of Architectural Woodwork.
  - 4. Section 06 4512: 'Architectural Woodwork Wood Trim'.
  - 5. Section 09 9324: 'Interior Clear-Finished Hardwood'.

**1.2 REFERENCES**

- A. Association Publications:
  - 1. Architectural Woodwork Institute / Architectural Woodwork Manufacturers Association of Canada / Woodwork Institute, 46179 Westlake Drive, Suite 120, Potomac Falls, VA [www.awinet.org](http://www.awinet.org).
    - a. Architectural Woodwork Standards (AWS), 2nd Edition, 2014.
- B. Definitions:
  - 1. Grade: Unless otherwise noted, this term means Grade rules for Economy, Custom, and/or Premium Grade:
    - a. Custom Grade: Typically specified for and adequately covers most high-quality architectural woodwork, providing a well-defined degree of control over a project's quality of materials, workmanship, or installation.
  - 2. Plain-Sawn: A hardwood figure developed by sawing a log lengthwise at a tangent to the annual growth rings. It appears as U-shaped or straight markings in the board's face.

**1.3 SUBMITTALS**

- A. Action Submittals:
  - 1. Samples:
    - a. Interior Hardwood for Transparent Finish:
      - 1) Before performing work of this Section, prepare Control Sample, to match sample available from Owner, to be used as finishing standard for interior clear finished hardwood as specified in Section 09 9324.
      - 2) Design Criteria:
        - a) Provide **8 inch by 10 inch (200 mm by 255 mm)** sample of Red Oak to match Owner provided stain color selected for Project.
        - b) Control Sample will be used as performance standard for evaluating finish provided.
- B. Informational Submittals:
  - 1. Source Quality Control Submittals:
    - a. Samples:
      - 1) Interior Hardwood for Transparent Finish:

- a) Owner will provide Control Sample for finish.

## 1.4 WARRANTY

- A. Manufacturer Extended Warranty:
  1. Approved Fabricator's written guarantee that all Goods and Services will be free from defects in materials and workmanship for a period of five (5) years from date of substantial completion.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Design Criteria:
  1. General:
    - a. Meet requirements of Section 06 4001 for general standards for materials and fabrication of Architectural Woodwork.
  2. Clear Finished Hardwood:
    - a. Match materials specified in Section 06 4512.
    - b. Match finish specified in Section 06 4512 and match Owner selected sample as specified in Section 09 9324.

### 2.2 SOURCE QUALITY CONTROL

- A. Inspections:
  1. Clear Finished Hardwood:
    - a. Color matches Owner provided sample specified in Section 09 9324.

## PART 3 - EXECUTION: Not Used

**END OF SECTION**

**SECTION 06 4512****ARCHITECTURAL WOODWORK WOOD TRIM****PART 1 - GENERAL****1.1 SUMMARY**

- A. Products Furnished But Not Installed Under This Section:
  - 1. Casings, stops, handrails, and jambs.
  - 2. Chair rails.
  - 3. Fixed shelving not part of casework.
  - 4. Folding panel partition hardwood jambs and trim.
  - 5. Hardwood base.
  - 6. Pass-through window wood trim.
  - 7. Wood trim at ceiling trim.
  
- B. Related Requirements:
  - a. Installation of pass-through window trim.
  - b. Installation of Wood Trim.
  - 2. Section 06 2210: Remaining Wood Trim.
  - 3. Section 06 4001: 'Common Architectural Woodwork Requirements':
    - a. Approved Fabricators.
    - b. General standards for materials and fabrication of Architectural Woodwork.
  - 4. Section 08 1429: Interior Flush Wood Doors.
  - 5. Section 08 5619: 'Pass Windows'.
  - 6. Section 09 9324: 'Interior Clear-Finished Hardwood'.

**1.2 REFERENCES**

- A. Association Publications:
  - 1. Architectural Woodwork Institute / Architectural Woodwork Manufacturers Association of Canada / Woodwork Institute, 46179 Westlake Drive, Suite 120, Potomac Falls, VA [www.awinet.org](http://www.awinet.org).
    - a. Architectural Woodwork Standards (AWS), 2nd Edition, 2014.
  
- B. Definitions:
  - 1. Grade: Unless otherwise noted, this term means Grade rules for Economy, Custom, and/or Premium Grade.
    - a. Custom Grade: Typically specified for and adequately covers most high-quality architectural woodwork, providing a well-defined degree of control over a project's quality of materials, workmanship, or installation.
  - 2. Plain-Sawn: A hardwood figure developed by sawing a log lengthwise at a tangent to the annual growth rings. It appears as U-shaped or straight markings in the board's face.
  - 3. Running Trim: Generally combined in the term "standing and running trim" and refers to random, longer length trims delivered to the jobsite (e.g., baseboard, chair rail, crown molding).

**1.3 SUBMITTALS**

- A. Action Submittals:
  - 1. Shop Drawings:
    - a. Include materials used, standing and running trim profiles, joint details, and hardware.
  - 2. Samples:
    - a. Interior Hardwood for Transparent Finish:

- 1) Before performing work of this Section, prepare Control Sample, to match sample available from Owner, to be used as finishing standard for interior clear finished hardwood as specified in Section 09 9324.
  - 2) Design Criteria:
    - a) Provide 8 inch by 10 inch (200 mm by 255 mm) sample of Red Oak to match Owner provided stain color selected for Project.
    - b) Control Sample will be used as performance standard for evaluating finish provided.
- B. Informational Submittals:
1. Source Quality Control Submittals:
    - a. Samples:
      - 1) Interior Hardwood for Transparent Finish:
        - a) Owner will provide Control Sample for finish.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Manufacturers:
1. Approved Fabricators. See Section 06 4001 for Approved Fabricators.
- B. Performance / Design Criteria: Conform to requirements of Section 06 4001 'Common Architectural Woodwork Requirements'.
1. Glue: Waterproof and of best quality.
  2. Factory-finish to match Owner selected sample as specified in Section 09 9324.
- C. Architectural Woodwork Wood Trim:
1. Interior Hardwood For Transparent Finish:
    - a. Design Criteria:
      - 1) Solid wood shall be plain sawn Red Oak.
      - 2) Paneling shall be panel product with plain sliced Red Oak veneer.
      - 3) Finish to match Owner selected sample as specified in Section 09 9324.
    - b. Color:
      - 1) LDS 95.
  2. Interior Wood For Opaque, Painted Finish:
    - a. Applies to ceiling trim only.
    - b. Solid wood shall be any species allowed by AWS Custom grade.
- D. Shelves:
1. Conform to applicable requirements of Sections 06 4001 and 06 4114.
  2. Use 3/4 inch (19 mm) Kortron or Melamine faced Panel Product with hot glued 3 mm thick PVC edge banding with eased edges. Apply banding on exposed edges with one inch (25 mm) return onto unexposed edges. Edge banding color to match Panel Product.

### 2.2 SOURCE QUALITY CONTROL

- A. Inspections:
1. Clear Finished Hardwood:
    - a. Color matches Owner provided sample specified in Section 09 9324.

## PART 3 - EXECUTION Not Used

END OF SECTION



# **DIVISION 09: FINISHES**

## **09 2000 PLASTER AND GYPSUM BOARD**

09 2900 GYPSUM BOARD

## **09 7000 WALL FINISHES**

09 7226 SISAL WALL COVERINGS

## **09 9000 PAINTS AND COATINGS**

09 9001 COMMON PAINTING AND COATING REQUIREMENTS

09 9123 INTERIOR PAINTED GYPSUM BOARD, PLASTER

09 9324 INTERIOR CLEAR-FINISHED HARDWOOD

09 9413 INTERIOR TEXTURED FINISHING

END OF TABLE OF CONTENTS



**SECTION 09 2900****GYPSUM BOARD****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
1. Furnish and install gypsum board as described in Contract Documents, except behind ceramic tile.
  2. Furnish and install acoustical sealants as described in Contract Documents.
- B. Related Requirements:
1. Section 09 9413: 'Interior Textured Finishing'.

**1.2 REFERENCES**

- A. Definitions:
1. Accessories: Metal or plastic beads, trim, or moulding used to protect or conceal corners, edges, or abutments of the gypsum board construction.
  2. Drywall Primer: Paint material specifically formulated to fill the pores and equalize the suction difference between gypsum board surface paper and the compound used on finished joints, angles, fastener heads, and accessories and over skim coatings.
  3. Skim Coat: Either a thin coat of joint compound trowel applied, or a material manufactured especially for this purpose and applied in accordance with manufacturer's recommendations, over the entire surface.
  4. Texturing: Regular or irregular patterns typically produced by applying a mixture of joint compound and water, or proprietary texture materials including latex base texture paint, to a gypsum board surface previously coated with drywall primer.
- B. Reference Standards:
1. ASTM International:
    - a. ASTM C11-16, 'Standard Terminology Relating to Gypsum and Related Building Materials and Systems'.
    - b. ASTM C475/C475M-15, 'Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board'.
    - c. ASTM C840-17, 'Standard Specification for Application and Finishing of Gypsum Board'.
    - d. ASTM C1002-16, 'Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs'.
    - e. ASTM C1047-14a, 'Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base'.
    - f. ASTM C1178/C1178M-13, 'Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel'.
    - g. ASTM C1396/C1396M-14a, 'Standard Specification for Gypsum Board'.
    - h. ASTM E84-16, 'Standard Test Method for Surface Burning Characteristics of Building Materials'.
    - i. ASTM E90-09(2016), 'Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements'.
    - j. ASTM E119-16a, 'Standard Test Method for Fire Tests of Building Construction and Materials'.
    - k. ASTM E413-16, 'Classification for Rating Sound Insulation'.
  2. Gypsum Association:
    - a. GA-214-15, 'Recommended Levels of Gypsum Board Finish'.

- b. GA-216-16: 'Application and Finishing of Gypsum Panel Products'.
- c. GA-600-15, 'Fire Reference Design Manual'.
- d. GA-801-07, 'Handling and Storage of Gypsum Panel Products: A Guide for Distributors, Retailers, and Contractors'.
3. International Building Code (IBC) (2015 or latest approved version):
  - a. Chapter 25, 'Gypsum Board And Plaster'.
4. National Building Code of Canada / Underwriters Laboratories of Canada:
  - a. CAN/ULC-S102: 'Standard Method of Test for Surface Burning Characteristics of Building Materials and Assemblies' (7th Edition).
5. Underwriters Laboratories, Inc.
  - a. UL 263: 'Test Method for Fire Tests of Building Construction and Materials' (14th Edition).
  - b. UL 723: 'Test for Surface Burning Characteristics of Building Materials; (10th Edition).

### 1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
  1. Schedule MANDATORY pre-installation conference immediately before installation of gypsum wallboard.
  2. In addition to agenda items specified in Section 01 3100, review following:
    - a. Finish requirements necessary for installation of finish materials over gypsum wallboard, and location and installation of ceramic tile backerboard.

### 1.4 SUBMITTALS

- A. Informational Submittals:
  1. Test And Evaluation Reports:
    - a. Fire test results or assembly diagrams and numbers confirming products used will provide required fire ratings with installation configurations used.

### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. General:
  1. Following recommendations of GA-801 Guide for Handling and Storage of Gypsum Panel Products unless local, state or federal laws or agency rules differing from the recommendations shall take precedence.
- B. Delivery And Acceptance Requirements:
  1. Deliver materials in original packages, containers, or bundles bearing brand name, applicable standard designation, and Manufacturer's name.
- C. Storage And Handling Requirements:
  1. Store material under roof and keep dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack gypsum board flat to prevent sagging.

### 1.6 FIELD CONDITIONS

- A. Ambient Conditions:
  1. Comply with ASTM C840 or GA-216 requirements, whichever are more stringent:
    - a. Do not install interior products until installation areas are enclosed and conditioned.
      - 1) Temperature shall be 50 deg F (10 deg C) and 95 deg F (35 deg C) maximum day and night during entire joint operation and until execution of Certificate of Substantial Completion.
      - 2) Provide ventilation to eliminate excessive moisture.

- 3) Avoid hot air drafts that will cause too rapid drying.
- b. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

#### A. Manufacturers:

1. Manufacturer Contact List:
  - a. American Gypsum, Dallas, TX [www.americangypsum.com](http://www.americangypsum.com).
  - b. CertainTeed Gypsum, Inc; Tampa, FL [www.certainteed.com](http://www.certainteed.com).
  - c. Georgia Pacific, Atlanta, GA [www.gp.com](http://www.gp.com).
  - d. National Gypsum, Charlotte, NC [www.nationalgypsum.com](http://www.nationalgypsum.com).
  - e. Pabco Gypsum, Newark, CA [www.pabcogypsum.com](http://www.pabcogypsum.com).
  - f. United States Gypsum Co, Chicago, IL [www.usg.com](http://www.usg.com).

#### B. Materials:

1. Interior Gypsum Board:
  - a. General:
    - 1) Size:
      - a) Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.
    - 2) Class Two Quality Standard:
      - a) Core: Fire-resistant rated gypsum core.
      - b) Complies with Type X requirements of ASTM C1396/C1396M (Section 5).
      - c) Surface paper: Face paper suitable for painting.
      - d) Long edges: Tapered edge.
      - e) Overall thickness: **5/8 inch (15.9 mm)**.
  2. Glass Mat Gypsum Tile Backer:
    - a. Product meeting requirements of ASTM C1178/C1178M.
    - b. Type X, **5/8 inch (15.9 mm)**.
    - c. Square edges.
    - d. Category Four Approved Manufacturer. See Section 01 6200 for definitions of Categories:
      - 1) DensShield Fireguard Type X by Georgia Pacific.
      - 2) GlasRoc Tilebacker Type X by CertainTeed.

### 2.2 ACCESSORIES

#### A. Manufacturers:

1. Manufacturer Contact List:
  - a. Kinetics Noise Control, Dublin, OH [www.kineticsnoise.com](http://www.kineticsnoise.com).
  - b. Magnum Products, Lenaxa, KS [www.levelcoat.com](http://www.levelcoat.com).
  - c. National Gypsum, Charlotte, NC [www.nationalgypsum.com](http://www.nationalgypsum.com).
  - d. Soundproofing Co, San Marcos, CA [www.soundproofing.org](http://www.soundproofing.org).
  - e. United States Gypsum Co, Chicago, IL [www.usg.com](http://www.usg.com).
  - f. Westpac Materials Inc, Orange, CA [www.westpacmaterials.com](http://www.westpacmaterials.com).
  - g. Wm. Zinsser & Co, Somerset, NJ [www.zinsser.com](http://www.zinsser.com).
2. Gypsum Board Mounting Accessories:
  - a. Furring Channels:
    - 1) Class Two Quality Standards. See Section 01 6200 for definitions:
      - a) Walls: Galvanized DWFC-25.
    - 2) Accessories as required by Manufacturer's fire tests to provide necessary fire ratings.
  - b. Corner And Edge Trim:

- 1) Metal, paper-faced metal, paper-faced plastic, or solid vinyl meeting requirements of ASTM C1047. Surfaces to receive bedding cement treated for maximum bonding.
- c. Control Joint:
  - 1) Bent zinc sheet with V-shaped slot, perforated flanges, covered with plastic tape meeting requirements of ASTM C1047.
3. Joint Compound:
  - a. Best grade or type recommended by Board Manufacturer and meeting requirements of ASTM C475/C475M.
    - 1) Use Taping Compound for first coat to embed tape and accessories.
    - 2) Use Taping Compound or All-Purpose Compound for subsequent coats except final coat.
    - 3) Use Finishing Compound for final coat and for skim coat.

**INFORMATION:** Do not use fiber-glass mesh reinforcing tape or no-tape reinforcing systems on Gypsum board.

4. Joint Reinforcing:
    - a. Paper reinforcing tape acceptable to Gypsum Board Manufacturer.
  5. Fasteners:
    - a. Bugle head screws meeting requirements of ASTM C1002:
      - 1) Gypsum Board:
        - a) Type W: For fastening gypsum board to wood members, of length to penetrate wood framing **5/8 inch (15.9 mm)** minimum.
        - b) Type S: For fastening gypsum board to steel framing and ceiling suspension members, of length to penetrate steel framing **3/8 inch (9.5 mm)** minimum.
      - 2) Glass Mat Gypsum Tile Backer:
        - a) Wood Framing: **11 ga (0.1233 in) (3.1318 mm)**, galvanized with **7/16 inch (11 mm)** head, hot dipped. Screws: Type W or Type S Hi-Lo, bugle head, rust resistant.
        - b) Metal Framing:
          - (1) Light-gauge metal framing: Type S Hi-Lo, bugle or wafer head, self-tapping, rust resistant. Hi-Lo screws.
          - (2) Heavy-gauge metal framing: Type S-12 Hi-Lo, bugle or wafer head, rust resistant.
- B. Primer / Surfacers On Surfaces To Receive Texturing:
1. Type Two Acceptable Products:
    - a. Sheetrock First Coat by USG.
    - b. Prep Coat by Westpac Materials.
    - c. Level Coat by Magnum Products.
    - d. Equal as approved by Architect before bidding. See Section 01 6200.
- C. Primer On Surfaces To Receive Wallcovering:
1. White, self-sizing, water based, all purpose wallcovering primer.
  2. Type Two Acceptable Products:
    - a. Shieldz Universal Pre-Wallcovering Primer by Wm. Zinsser and Company.
    - b. Equal as approved by Architect before application. See Section 01 6200.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verification Of Conditions:
1. Examine substrate and verify framing is suitable for installation of gypsum board.
  2. Examine gypsum board before installation. Reject panels that are wet, moisture damaged, and mold damaged.
  3. Notify Architect of unsuitable conditions in writing.
    - a. Do not install board over unsuitable conditions.

4. Commencement of Work by installer is considered acceptance of substrate.

### 3.2 INSTALLATION

- A. Interface With Other Work:
  1. Coordinate with Division 06 for location of backblocking for edges and ends of gypsum board and for blocking required for installation of equipment and building specialties.
  2. Do not install gypsum board until required blocking is in place.
- B. General: Install and finish as recommended in ASTM C840 or GA-216 unless specified otherwise in this Section.
- C. Interior Gypsum Board:
  1. General:
    - a. Install so trim and reinforcing tape are fully backed by gypsum board. No hollow spaces between pieces of gypsum board over **1/8 inch (3 mm)** wide before taping are acceptable.
    - b. Rout out backside of gypsum board to accommodate items that extend beyond face of framing, but do not penetrate face of gypsum board, such as metal door frame mounting brackets, etc.
    - c. On walls over **108 inches (2 700 mm)** high, apply board perpendicular to support
    - d. Butt edges in moderate contact. Do not force in place. Shim to level.
    - e. Leave facings true with joint, finishing flush. Vertical work shall be plumb and ceiling surfaces level.
    - f. Scribe work closely:
      - 1) Keep joints as far from openings as possible.
      - 2) If joints occur near an opening, apply board so vertical joints are centered over openings.
      - 3) No vertical joints shall occur within **8 inches (200 mm)** of external corners or openings.
    - g. Install board tight against support with joints even and true. Tighten loose screws.
    - h. Caulk perimeter joints in sound insulated rooms with specified acoustical sealant.
  2. Ceilings:
    - a. Apply ceilings first using minimum of two (2) men.
    - b. Use board of length to give minimum number of joints.
    - c. Apply board perpendicular to support.
  3. Fastening:
    - a. Apply from center of board towards ends and edges.
    - b. Apply screws **3/8 inch (9.5 mm)** minimum from ends and edges, **one inch (25 mm)** maximum from edges, and **1/2 inch (13 mm)** maximum from ends.
    - c. Spacing:
      - 1) Ends: Screws not over **7 inches (175 mm)** on center at edges where blocking or framing occurs.
      - 2) Wood Framed Walls And Ceilings: Screws **7 inches (175 mm)** on center in panel field.
      - 3) Metal Framed Walls: Screws **12 inches (300 mm)** on center in panel field.
    - d. Set screw heads **1/32 inch (0.8 mm)** below plane of board, but do not break face paper. If face is accidentally broken, apply additional screw **2 inches (50 mm)** away.
    - e. Screws on adjacent ends or edges shall be opposite each other.
    - f. Drive screws with shank perpendicular to face of board.
  4. Trim:
    - a. Corner Beads:
      - 1) Attach corner beads to outside corners.
        - a) Attach metal corner bead with staples spaced **4 inches (100 mm)** on center maximum and flat taped over edges of corner bead. Also, apply screw through edge of corner bead where wood trim will overlay corner bead.
        - b) Set paper-faced trim in solid bed of taping compound.
    - b. Edge Trim: Apply where gypsum board abuts dissimilar material. Hold channel and 'L' trim back from exterior window and door frames **1/8 inch (3 mm)** to allow for caulking.
  5. Finishing:

- a. General:
- 1) Tape and finish joints and corners throughout building as specified below to correspond with final finish material to be applied to gypsum board. When sanding, do not raise nap of gypsum board face paper or paper-faced trim.
  - 2) First Coat:
    - a) Apply tape over center of joint in complete, uniform bed of specified taping compound and wipe with a joint knife leaving a thin coating of joint compound. If metal corner bead is used, apply reinforcing tape over flange of metal corner bead and trim so half of tape width is on flange and half is on gypsum board.
    - b) Completely fill gouges, dents, and fastener dimples.
    - c) Allow to dry and sand lightly if necessary to eliminate high spots or excessive compound.
  - 3) Second Coat:
    - a) Apply coat of specified joint compound over embedded tape extending **3-1/2 inches (88 mm)** on both sides of joint center. Use finishing compound only if applied coat is intended as final coat.
    - b) Re-coat gouges, dents, and fastener dimples.
    - c) Allow to dry and sand lightly to eliminate high spots or excessive compound.
  - 4) Third Coat: Apply same as second coat except extend application **6 inches (150 mm)** on both sides of joint center. Allow to dry and sand with fine sandpaper or wipe with damp sponge.
  - 5) Fourth Coat: Apply same as second coat except extend application **9 inches (425 mm)** on both sides of joint center. Allow to dry and sand with fine sandpaper or wipe with damp sponge.
- a. Finishing Levels: Finish panels to levels indicated below and according to ASTM C840, GA-214 and GA-216:
- 1) Gypsum Board Surfaces not painted or finished:
    - a) GA-214 Level 1: 'All joints and interior angles shall have tape set in joint compound. Surface shall be free of excess joint compound. Tool marks and ridges are acceptable'.
  - 2) Gypsum Board Surfaces Under Acoustical Tile:
    - a) GA-214 Level 2: 'All joints and interior angles shall have tape embedded in joint compound and wiped with a joint knife leaving a thin coating of joint compound over all joints and interior angles. Fastener heads and accessories shall be covered with a coat of joint compound. Surface shall be free of excess joint compound. Tool marks and ridges are acceptable. Joint compound applied over the body of the tape at the time of tape embedment shall be considered a separate coat of joint compound and shall satisfy the conditions of this level.
    - b) Note: It is critical that gypsum board ceiling be smooth before installing ceiling tile. Drywall joints must be as specified in paragraph above.
  - 3) Gypsum Board Surfaces to Receive: Wall Covering Type A - Section 09 7226: 'Sisal Wall Covering':
    - a) GA-214 Level 3: 'All joints and interior angles shall have tape embedded in joint compound and one additional coat of joint compound applied over all joints and interior angles. Fastener heads and accessories shall be covered with two separate coats of joint compound. All joint compound shall be smooth and free of tool marks and ridges. Coat prepared surface with specified wall covering primer'.
  - 4) Gypsum Board Surfaces to Receive: Acoustic Wall Covering (Fabric or Carpeting) Type C - Section 09 7313, 'Acoustical Wall Carpeting':
    - a) GA-214 Level 4: 'All and interior angles shall have tape embedded in joint compound and two separate coats of joint compound applied over all flat joints and one separate coat of joint compound applied over interior angles. Fastener heads and accessories shall be covered with three separate coats of joint compound. All joint compound shall be smooth and free of tool marks and ridges. Coat prepared surface with specified primer'.
  - 5) Gypsum Board Surfaces to Receive: Painted Texturing - Section 09 9413: 'Interior Textured Finishing':



- a) GA-214 Level 4: 'All and interior angles shall have tape embedded in joint compound and two separate coats of joint compound applied over all flat joints and one separate coat of joint compound applied over interior angles. Fastener heads and accessories shall be covered with three separate coats of joint compound. All joint compound shall be smooth and free of tool marks and ridges. Coat prepared surface with specified primer'.
  - 6) Gypsum Board Surfaces to Receive: Smooth Gypsum Board Surfaces:
    - a) GA-214 Level 4: 'All and interior angles shall have tape embedded in joint compound and two separate coats of joint compound applied over all flat joints and one separate coat of joint compound applied over interior angles. Fastener heads and accessories shall be covered with three separate coats of joint compound. All joint compound shall be smooth and free of tool marks and ridges. Coat prepared surface with specified primer'.
- D. Glass Mat Gypsum Tile Backer:
1. Apply glass mat gypsum tile backer to framing. Attach using specified fasteners spaced **6 inches (150 mm)** on center on edges and into all framing members. Drive screws flush with surface of board.
  2. Shim board to be plumb and flat or level and flat, depending on location.
  3. Apply reinforcing only at joints where abutting different materials.

### 3.3 FIELD QUALITY CONTROL

- A. Non-Conforming Work:
1. Remove and replace panels that are wet, moisture damaged, and mold damaged.
    - a. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
    - b. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

### 3.4 CLEANING

- A. Remove from site debris resulting from work of this Section including taping compound spills.

**END OF SECTION**



**SECTION 09 7226****SISAL WALL COVERING****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
  - 1. Furnishing and installing wall covering 'Type A' (Sisal) as described in Contract Documents.
- B. Related Requirements:
  - 1. Section 06 4512: 'Architectural Woodwork Wood Trim' for wood trim for sisal wall covering.
  - 2. Section 09 2900: 'Gypsum Board' for priming of gypsum board.

**1.2 REFERENCES**

- A. Definitions:
  - 1. 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.
    - a. Flame Spread: The propagation of flame over a surface.
    - b. Flame Spread Index: The numerical value assigned to a material tested in accordance with ASTM E84 or UL 723.
    - c. Smoke-Developed Index: The numerical value assigned to a material tested in accordance with ASTM E84 or UL 723.
    - d. 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.
- B. Reference Standards:
  - 1. ASTM International:
    - a. ASTM E84-16, 'Standard Test Method for Surface Burning Characteristics of Building Materials'.
  - 2. International Building Code (IBC) (2015 or latest approved edition):
    - a. Chapter 8, 'Interior Finishes':
      - 1) Section 803, 'Wall And Ceiling Finishes':
        - a) 803.1.3, 'Room Corner Test for Textile Wall Coverings and Expanded Vinyl Wall Coverings'.
        - b) 803.1.4, 'Acceptance Criteria for Textile and Expanded Vinyl Wall Coverings Tested to ASTM E84 or UL 723'.
  - 3. National Fire Protection Association:
    - a. NFPA 101: 'Life Safety Code' (2015 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).
  - 4. Underwriters Laboratories, Inc.:
    - a. UL 723: 'Standard for Safety Test for Surface Burning Characteristics of Building Materials'; (2010 - Tenth Edition).

**1.3 SUBMITTALS**

- A. Action Submittals:
  - 1. Product Data:
    - a. Manufacturer's literature or cut sheet.
    - b. Maintenance instructions.
    - c. Color and pattern selection.

- B. Informational Submittals:
  - 1. Test And Evaluation Reports:
    - a. Copies of Quality Assurance requirements for 'Class A' flame spread rating and 'Room-Corner Test'.
  - 2. Qualification Statement:
    - a. Installer:
      - 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. Operations and Maintenance Data:
      - 1) Cleaning and maintenance instructions.
    - b. Record Documentation:
      - 1) Manufacturers Documentation:
        - a) Manufacturer's literature or cut sheets.
        - b) Color and pattern selections.

## 1.4 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
  - 1. Fire-Test-Response Characteristics: As determined by testing identical wall coverings 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) Wall covering 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 wall covering on Project.
    - a. Room Corner Tests:
      - 1) ASTM E84, 'Standard Test Method for Surface Burning Characteristics of Building Materials'.
      - 2) IBC 803.1.3, 'Room Corner Test for Textile Wall Coverings and Expanded Vinyl Wall Coverings'.
      - 3) IBC 803.1.4, 'Acceptance Criteria for Textile and Expanded Vinyl Wall Coverings Tested to ASTM E84 or UL 723'.
      - 4) NFPA 265, 'Standard Methods of Fire Tests for Evaluating Room Fire Growth Contribution of Textile Coverings on Full Height Panels and Walls'.
      - 5) 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 three (3) years experience in wall covering installations.
    - b. Minimum five (5) years satisfactorily completed projects of comparable quality, similar size, and complexity in past three (3) years before bidding.
    - c. Agree to view 'No-Flame Sisal Wall Covering Recommended Installation Procedures' provided by Owner found on internet in AEC Webpage under Training in Menu tab. Contact Architect for access to video. This requirement may be waived by Owner, if Installer has viewed video before or can document at least two (2) satisfactorily completed projects of comparable size using sisal wall coverings in past three (3) years before bidding.
    - d. Upon request, submit documentation and video verification.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:

1. Deliver materials in sealed containers with Manufacturer's labels intact.

B. Storage And Handling Requirements:

1. Store materials in protected area at temperatures below 90 deg F (32 deg C) and above 50 deg F (10 deg C). Keep from freezing.
2. Keep container tightly closed in well ventilated area, and store upright when not in use.
3. Shelf life: One (1) year minimum - Unopened containers.

## 1.6 FIELD CONDITIONS

A. Ambient Conditions:

1. Apply when the temperature is between 50 deg F (10 deg C) minimum and 100 deg F (38 deg C) maximum and relative humidity is less than seventy-five (75) percent.
2. Provide good ventilation.

## 1.7 WARRANTY

A. Manufacturer Warranty:

1. Provide five (5) year warranty against manufacturing defects.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. Manufacturer Contact List:

1. Design Materials Inc, Kansas City, KS [www.dmikc.com](http://www.dmikc.com).
2. Fibreworks, Louisville, KY [www.fibreworks.com](http://www.fibreworks.com).

### 2.2 DESCRIPTION

A. Colors:

1. Category Four Approved Products. See Section 01 6200 for definitions of Categories:
  - a. Design Materials: Color 0250 Jacinth.
  - b. Fibreworks: Color 334 Jacinth.

### 2.3 MATERIALS

A. Sisal Wall Covering:

1. 100 percent fire-treated sisal yarn.
2. 1/4 inch (6 mm) pile height, 48 oz/sq yd (1 627 grams/sq meter) minimum. Sisal to be installed full height on walls shall be furnished in 9 or 13 foot (2.75 or 3.96 meters) wide goods.
3. Reversible weave type, without backing.

### 2.4 ACCESSORIES

A. Wall Covering Adhesive:

1. Category Four Approved Products. See Section 01 6200 for definitions of Categories.
  - a. 257 Sisal Adhesive by Fibreworks.
  - b. Sisal Adhesive No. 1-422 by Design Materials.

B. Seam Cement:

1. Type Two Acceptable Products:

- a. 8415 Glue-Down Carpet Seam Adhesive by Roberts Consolidated Industries, Div QEP, Henderson, NV [www.robertsconsolidated.com](http://www.robertsconsolidated.com).
- b. Equal as recommended by Wall Covering Manufacturer with approval of Architect before installation. See Section 01 6200.

## **PART 3 - EXECUTION**

### **3.1 INSTALLERS**

- A. Acceptable Installers. See Section 01 4301:
  1. Meet Quality Assurance Installer Qualifications as specified in Part 1 of this specification.

### **3.2 EXAMINATION**

- A. Verification Of Conditions:
  1. Examine substrate and verify that it is suitable for installation of sisal wall covering.
  2. Notify Architect of unsuitable conditions in writing.
    - a. Do not install over unsuitable conditions.
  3. Commencement of Work by installer is considered acceptance of substrate.

### **3.3 INSTALLATION**

- A. Apply wall covering in accordance with Manufacturer's instructions, available on DVD from Owner through Architect. See Quality Assurance Installer Qualifications as specified in Part 1 of this specification.
- B. Using specified adhesive, glue continuously to surface to be covered with wall covering. Apply adhesive in accordance with Manufacturer's recommendations.
- C. Run 'ribs' in weaving horizontally (panel style) when installing wall covering full height. If sisal installed only as wainscoting, 'ribs' may be installed vertically. Install wall covering so it extends to within **1/8 inch (3 mm)** of floor slab.
- D. Carry sisal around corners approximately **6 inch (152 mm)** making no outside corner cuts.

**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.

### 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.
- C. Field Samples:
1. Before application of any paint system, meet on Project site with Architect, Owner's representative, and Manufacturer's representative. Architect may select one (1) surface for application of each paint system specified. This process will include establishing acceptable substrate conditions required for Project before application of paints and coatings.
  2. Apply paint systems to surfaces indicated by Architect following procedures outlined in Contract Documents and Product Data submission specified above.
  3. After approval of samples, proceed with application of paint system throughout Project. Approved samples will serve as standard of acceptability.

## 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 FM 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.
- g. Where required to meet LEED (Leadership in Energy and Environmental Design) program requirements, use only MPI listed materials having an "L" rating designation.
- h. Color Levels:
  - 1) Color Level II:
    - a) Number and placement of interior and exterior paint colors and gloss levels shall be as defined by Color Level II from MPI Manual, PDCA P3-93 as modified in following paragraph.
    - b) No more than one paint color or gloss level will be selected for same substrate within designated interior rooms or exterior areas.
  - 2) Color Level III:
    - a) Number and placement of interior and exterior paint colors and gloss levels shall be Color Level III from MPI Manual, PDCA P3-93 as modified in following paragraph.
    - b) Several paint colors or gloss levels will be selected for same substrate within designated interior rooms or exterior areas.

#### **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. Acceptable Applicators. See Section 01 4301:**

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.
- 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.

1. Finish casework and wood trims that are specified to be installed under Section 06 2001 and that are not called out to be factory-or shop-finished. Back prime wood elements to be installed against concrete or masonry or that may be subjected to moisture.
  2. Paint mechanical, electrical, and audio/visual items that require field painting as indicated in Contract Documents. These include but are not limited to:
    - a. Gas pipe from gas meter into building.
    - b. Mechanical flues and pipes penetrating roof.
    - c. Electrical panel and disconnect enclosures.
    - d. Metal protective structures for refrigerant lines.
  3. Metal reveals at ceiling access doors.
  4. Paint inside of chases in occupied spaces flat black for 18 inches (450 mm) or beyond sightline, whichever is greater.
- 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. On wood to receive a transparent finish, putty nail holes in wood after application of stain using natural colored type to match wood stain color. Bring putty flush with adjoining surfaces.
- E. 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.
- F. 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.
- G. Touch up suction spots after application of first finish coat.
- H. Paint shall be thoroughly dry and surfaces clean before applying succeeding coats.
- I. Use fine sandpaper between coats as necessary to produce even, smooth surfaces.
- J. Make edges of paint adjoining other materials or colors clean, sharp, and without overlapping.
- K. 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**

**ATTACHMENTS****PART 4 - PAINT COLOR SCHEDULE**

- A. Related Requirements:
  - 1. Section 09 9123 'Interior Painted Gypsum Board-Plaster'.
  - 2. Section 09 9324 'Interior Clear-Finished Hardwood'.
  
- B. Colors:
  - 1. Interior:
    - a. Class One Color Quality Standards. See Section 01 6200:
      - 1) Interior Clear Finished Wood (See Section 09 9324):
        - a) Match other interior clear finished wood building elements.
      - 2) Interior Gypsum Board, Plaster (See Section 09 9123):
        - a) SW6098 by Sherwin Williams.

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

- A. Includes But Not Limited To:
  - 1. Preparing, priming, and finish painting new interior gypsum board and plaster surfaces as described in Contract Documents.
- B. Related Requirements:
  - 1. Section 09 2900: 'Gypsum Board' for:
    - a. Priming new interior gypsum board surfaces to receive sheet wall covering system or texturing.
    - b. Pre-installation conference.
  - 2. Section 09 9001: 'Common Painting And Coating Requirements':
    - a. Pre-installation conference for Sections under 09 9000 heading 'Paints and Coatings'.
    - b. 'Attachment: Paint Color Schedule' for CES Projects.
  - 3. Section 09 9413: 'Interior Textured Finishing' for textured finishes.

**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. Rest Rooms And Custodial Rooms:
    - a. New Surfaces: Use MPI(a) INT 9.2F Waterborne Epoxy Finish system.
  - 2. All Other:
    - a. New Surfaces: Use MPI(a) INT 9.2B Latex Finish system.
- C. Performance:
  - 1. Design Criteria:
    - a. New Surfaces: MPI Premium Grade finish requirements.
    - b. Gloss / Sheen Required:
      - 1) Rest Rooms And Custodial Rooms: Gloss Level 6.

## 2) Remaining Painted Surfaces: Gloss Level 5.

## D. Materials:

1. Primers:
  - a. MPI Product 50, 'Primer Sealer, Latex, Interior'.
2. Finish Coats:
  - a. Rest Rooms And Custodial Rooms:
    - 1) Buildings with only Gypsum Board surfaces in rooms:
      - a) MPI Product 115, 'Epoxy-Modified Latex, Interior, Gloss (MPI Gloss Level 6)'.
  - b. Remaining Painted Surfaces:
    - 1) MPI Product 141, 'Latex, Interior, High Performance Architectural, Semi-Gloss (MPI Gloss Level 5)'.

**PART 3 - EXECUTION****3.1 APPLICATION**

- A. General: See appropriate paragraphs of Section 09 9001.
- B. New Surfaces:
  1. Primer: Apply primer to be covered with other paint coats with roller only, or with spray gun and back-rolled.

**END OF SECTION**



**SECTION 09 9324****INTERIOR CLEAR-FINISHED HARDWOOD****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
  - 1. Preparing and finishing of new interior clear finished hardwood as described in Contract Documents.
- B. Related Requirements:
  - 1. Section 06 2210: 'Miscellaneous Wood Trim'.
  - 2. Section 06 4114: 'Wood-Veneer-Faced Architectural Cabinets'.

**1.2 REFERENCES**

- A. Reference Standards:
  - 1. Kitchen Cabinet Manufacturers Association / American National Standards Institute:
    - a. ANSI/KCMA A161.1-2000 (R2005) 23-Jan-2001 'Recommended Performance and Construction Standards for Kitchen and Vanity Cabinets.'

**1.3 ADMINISTRATIVE REQUIREMENTS**

- A. Pre-Installation Conferences:
  - 1. Participate in pre-installation conference as specified in Section 09 9001.
  - 2. In addition to agenda items specified in Section 01 3100 and Section 09 9001, review following:
    - a. Review control sample(s).

**1.4 SUBMITTALS**

- A. Action Submittals:
  - 1. Samples:
    - a. Interior Hardwood for Transparent Finish:
      - 1) Requirements for samples are specified in Related Requirement Sections listed above.
    - b. Design Criteria:
      - 1) Sample will be used as performance standard for evaluating finish provided.
- B. Informational Submittals:
  - 1. Test And Evaluation Reports:
    - a. Before beginning finish work, submit Finish Manufacturer's literature or certification that finish material meets requirements of ANSI / KCMA A161.1.

**PART 2 - PRODUCTS****2.1 SYSTEM**

- A. Materials:
  - 1. Design Criteria:
    - a. See appropriate paragraphs of Section 09 9001.
  - 2. Stain: MPI 90, 'Stain, Semi-Transparent, for Interior Wood'.

3. Clear Finish Coats:
  - a. Field Finished:
    - 1) Chemcraft International Inc:
      - a) First, Second, And Third Coats: 20 Sheen Opticlear Pre-Catalyzed Lacquer.
    - 2) ICI Dulux / Trinity:
      - a) First Coat: ICE Vinyl Sanding Sealer.
      - b) Second And Third Coats: ICI Pre-Catalyzed Lacquer.
    - 3) Lilly / Valspar:
      - a) First, Second, And Third Coats: 20 Sheen Pre-Catalyzed Lacquer 587E208.
    - 4) Sherwin-Williams:
      - a) First Coat: T67F3 Vinyl Sealer.
      - b) Second And Third Coats: T77F38 Sherwood Pre-Catalyzed Lacquer DRE.
  - b. Mill Finished: Architectural Woodwork finished in a mill may use one (1) coat of Vinyl Sealer and two (2) coats of Conversion Varnish or three (3) coats of Conversion Varnish from one (1) of the approved Finish Manufacturers, as recommended by Finish Manufacturer.
  - c. Products meeting testing requirements for finishes of ANSI / KCMA A161.1 may be used upon approval of submission by Architect before use. See Section 01 6200.
4. Color:
  - a. Design Criteria:
    - 1) Finish to match Owner selected sample.
  - b. LDS 95:
    - 1) Performance standard: Owner provided sample.
      - a) Contact Information: Nancy Black (801) 240-2431 [BlackNL@ldschurch.org](mailto:BlackNL@ldschurch.org), Meetinghouse Facilities Department.

## **PART 3 - EXECUTION**

### **3.1 APPLICATION**

- A. General:
  1. See appropriate paragraphs of Section 09 9001.
  2. Sand entire exposed surface of item to be finished lightly with 120 to 150 non-stearated sandpaper and clean before applying dye or stain.
  3. Apply stain in accordance with Manufacturer's recommendations and as necessary to attain correct color.
  4. Scuff sand with 220 non-stearated sandpaper between application of application stain and first finish coat.
  5. If wood is finished before installation, finish cut ends and other unfinished, exposed surfaces same as previously finished surfaces after installation of wood.
- B. Where back-priming is required, apply one coat of finish material.
- C. Architectural Woodwork Door Surfaces (cabinetry doors only):
  1. Finish tops, bottoms, and edges before faces.
  2. Finish architectural woodwork doors with no hardware applied to doors.

**END OF SECTION**

**SECTION 09 9413****INTERIOR TEXTURED FINISHING****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
  - 1. Furnish and apply texturing on walls and ceilings as described in Contract Documents.
- B. Related Requirements:
  - 1. Section 09 2900: 'Gypsum Board' for priming.
  - 2. Section 09 9001: 'Common Painting And Coating Requirements' for:
    - a. Pre-installation conference for Sections under 09 9000 heading 'Paints and Coatings'.
  - 3. Section 09 9123: 'Interior Painted Gypsum Board, Plaster' for finish painting.

**1.2 REFERENCES**

- A. Definitions:
  - 1. Drywall Texture: Compound rolled, sprayed, or troweled onto sheetrock after taping and floating of joints is complete. Uses same material as joint compound, but thinned down with water and applied to wall surface:
    - a. Light Orange Peel: Sprayed texture leaves light splatter on walls. Resembles peel of orange. If done with fine spray, can be one of the lightest, least noticeable of the texture styles.
    - b. Light Skip Trowel - Texture is applied to ceilings with trowel. Trowel marks may be left on surface to give a rustic, hand crafted look.
    - c. Hawk and Trowel, Multi-Directional: Lightly sanded, (80/20) 80 percent smooth with 20 percent random voids. Resembles aged plaster.
    - d. Smooth - Smooth application of texture over sheetrock wall that feathers out sheetrock joints, and creates even, non-textured wall.

**1.3 ADMINISTRATIVE REQUIREMENTS**

- A. Pre-Installation Conferences:
  - 1. Participate in pre-installation conference as specified in Section 09 9001.
  - 2. In addition to agenda items specified in Section 01 3100 and Section 09 9001, review following:
    - a. Review control samples.

**1.4 SUBMITTALS**

- A. Action Submittals:
  - 1. Samples:
    - a. Light Orange Peel Texture:
      - 1) Provide minimum of three (3) 24 inch (600 mm) square control samples on primed gypsum wallboard of 'light orange peel' texture to show possible variations.
    - b. Light Skip Trowel Texture:
      - 1) Provide minimum of three (3) 24 inch (600 mm) square control samples on primed gypsum wallboard of 'light orange peel' texture to show possible variations.
  - 2. Samples:
    - a. Hawk and Trowel, Multi-Directional (lightly sanded) Texture:

- 1) Provide minimum of three (3) **24 inch (600 mm)** square control samples on primed gypsum wallboard of 'multi-directional' texture (70/30, 80/20, and 90/10) to show possible variations.

## 1.5 QUALITY ASSURANCE

- A. Field Samples:
  1. Before performing work of this Section, prepare control samples.
  2. Architect will inspect control sample at pre-installation conference following preparation of control sample. When sample is approved, work of this Section may proceed. Approved samples will be kept at site at all times work of this section is being performed.

## PART 2 - PRODUCTS

### 2.1 SYSTEM

- A. Manufacturers:
  1. Manufacturer Contact List:
    - a. National Gypsum, Charlotte, NC [www.nationalgypsum.com](http://www.nationalgypsum.com).
    - b. U S Gypsum Co, Chicago, IL [www.usg.com](http://www.usg.com).
- B. Materials:
  1. Class Two Quality Standards: See Section 01 6200.
    - a. ProForm Perfect Spray EM/HF by National Gypsum.
    - b. Sheetrock Wall & Ceiling Texture by U S Gypsum.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Location:
  1. Walls:
    - a. Light Orange Peel Texture:
      - 1) All areas except those listed in following paragraph.
    - b. Smooth:
      - 1) Mechanical Rooms, Storage Rooms, and other Utility Areas.
  2. Ceilings:
    - a. Light Orange Peel Texture.
      - 1) All areas except those listed in following paragraph:
    - b. Smooth Finish (no applied texture) to be applied to the following ceilings:
      - 1) Mechanical Rooms, Storage Rooms, and other Utility Areas.
- B. Finishing:
  1. Light Orange Peel Texture:
    - a. After gypsum board is taped and sanded, apply texture. Closely match samples accepted by Architect.
      - 1) After wall has been textured, apply priming and finish paint as specified in Section 09 9123.
  2. Skip Trowel Texture:
    - a. After gypsum board is taped and sanded, apply texture. Closely match samples accepted by Architect.
      - 1) After wall has been textured, apply priming and paint as specified in Section 09 9123.
  3. Smooth:
    - a. No applied texture is required. Apply priming and paint as specified in Section 09 9123.

### 3.2 APPLICATION

- A. Location:
  - 1. Walls:
    - a. Hawk And Trowel, Multi-Directional (lightly sanded) Texture:
      - 1) All areas except those listed in following paragraph.
    - b. Smooth:
      - 1) Mechanical Rooms, Storage Rooms, and other Utility Areas.
  - 2. Ceilings:
    - a. Hawk And Trowel, Multi-Directional (lightly sanded) Texture.
      - 1) All areas except those listed in following paragraph:
    - b. Smooth Finish (no applied texture) to be applied to the following ceilings:
      - 1) Mechanical Rooms, Storage Rooms, and other Utility Areas.
- B. Finishing:
  - 1. Hawk And Trowel, Multi-Directional (lightly sanded) Texture:
    - a. After gypsum board is taped and sanded, apply texture. Closely match samples accepted by Architect.
      - 1) After wall has been textured, apply priming and finish paint as specified in Section 09 9123.
  - 2. Smooth:
    - a. No applied texture is required. Apply priming and paint as specified in Section 09 9123.

**END OF SECTION**



# DIVISION 10: SPECIALTIES

## 10 1000 INFORMATION SPECIALTIES

- 10 1116 FIXED MARKERBOARDS
- 10 1117 RAIL-MOUNTED MARKERBOARDS
- 10 1495 MISCELLANEOUS INTERIOR SIGNAGE

END OF TABLE OF CONTENTS





**SECTION 10 1116****FIXED MARKERBOARDS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Products Installed But Not Supplied Under This Section:
  - 1. Markerboard units: Visual Display Board.
- B. Related Requirements:
  - 1. Section 01 6400: Owner will furnish Markerboards. PART 2 of this Section establishes quality of materials for information of Contractor, Architect, and Owner's Representatives.
  - 2. Section 06 1100: 'Wood Framing' for blocking.
  - 3. Section 06 2001: 'Common Finish Carpentry Requirements' for installation.

**1.2 SUBMITTALS**

- A. Informational Submittals:
  - 1. Manufacturer Instructions:
    - a. Published installation instructions.
    - b. Printed cleaning instructions.
- B. Closeout Submittals:
  - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
    - a. Operations and Maintenance Data:
      - 1) Maintenance instructions.
      - 2) Printed cleaning instructions.
    - b. Warranty Documentation:
      - 1) Manufacturer Warranty.
    - c. Record Documentation:
      - 1) Manufacturer's documentation:
        - a) Manufacturer's product literature.

**1.3 WARRANTY**

- A. Manufacturer Warranty:
  - 1. Letter from Manufacturer certifying Contract Documents have been complied with and guarantee against faulty workmanship and materials for five (5) years.

**PART 2 - PRODUCTS****2.1 OWNER FURNISHED PRODUCTS**

- A. Category Two National Contract Manufacturers. See Section 01 6200 for definitions of Categories:
  - 1. ADP Lemco Corporation, Draper, UT [www.adplemco.com](http://www.adplemco.com).
- B. Fixed Markerboard:
  - 1. Coatings shall meet requirements of PEI-1002:
    - a. CES Classrooms:
      - 1) Coatings shall be for marker and projector use.
    - b. All Other Rooms:

- 1) Coatings shall be for marker use.
2. Color: White.
3. Mounting Hardware: Suitable for wall conditions.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

- A. Mount boards square and level.
  1. Shim as necessary to provide permanent installation and smooth operation.
  2. Anchor boards securely to wall following Manufacturer's printed installation instructions.
  3. Anchor concealed hangers with screws at 24 inches (600 mm) on center.
- B. Mounting fasteners shall penetrate framing lumber or blocking 1-1/2 inch (38 mm) minimum. Use toggle bolts or expansion bolts in masonry walls.
- C. After attaching map clips, apply permanently attached end cap or screw to prevent removal of map clips.

**END OF SECTION**

**SECTION 10 1117****RAIL-MOUNTED MARKERBOARDS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Products Installed But Not Furnished Under This Section:
  - 1. Operable board units: Visual Display Board Type 3.
- B. Related Requirements:
  - 1. Section 01 6400: Owner will furnish Markerboards. PART 2 of this Section establishes quality of materials for information of Contractor, Architect, and Owner's Representatives.
  - 2. Section 06 1100: 'Wood Framing' for blocking.
  - 3. Section 06 2001: 'Common Finish Carpentry Requirements' for installation.

**1.2 SUBMITTALS**

- A. Informational Submittals:
  - 1. Manufacturer Instructions:
    - a. Published installation instructions.
    - b. Printed cleaning instructions.
- B. Closeout Submittals:
  - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
    - a. Operations and Maintenance Data:
      - 1) Maintenance instructions.
      - 2) Printed cleaning instructions.
    - b. Warranty Documentation:
      - 1) Manufacturer Warranty.
    - c. Record Documentation:
      - 1) Manufacturer's documentation:
        - a) Manufacturer's product literature.

**1.3 WARRANTY**

- A. Manufacturer Warranty:
  - 1. Letter from Manufacturer certifying Contract Documents have been complied with and guarantee against faulty workmanship and materials for five years.

**PART 2 - PRODUCTS****2.1 OWNER FURNISHED PRODUCTS**

- A. Category Two National Contract Manufacturers. See Section 01 6200 for definitions of Categories:
  - 1. ADP Lemco Corporation, Draper, UT [www.adplemco.com](http://www.adplemco.com).
- B. Markerboard:
  - 1. Size: 48 inches by 144 inches (1 200 mm by 3 600 mm).
  - 2. Color: White.
  - 3. Configuration:
    - a. Fixed board at back with two sliding board panels.

- b. Sliding panels shall have recessed finger holes at both ends.
4. Mounting Hardware: Suitable for wall conditions.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Mount boards square and level.
  1. Shim as necessary to provide permanent installation and smooth operation.
  2. Anchor boards securely to wall following Manufacturer's printed installation instructions.
  3. Anchor concealed hangers with screws at **24 inches (600 mm)** on center.
- B. Mounting fasteners shall penetrate framing lumber or blocking **1-1/2 inch (38 mm)** minimum. Use toggle bolts or expansion bolts in masonry walls.
- C. After attaching map clips, apply permanently attached end cap or screw to prevent removal of map clips.

**END OF SECTION**

**SECTION 10 1495****MISCELLANEOUS INTERIOR SIGNAGE****PART 1 - GENERAL****1.1 SUMMARY**

- A. Products Installed But Not Furnished Under This Section:
  - 1. Owner-furnished interior signs.
- B. Related Requirements:
  - 1. Section 01 6400: Owner will furnish designated interior signs. This Section establishes quality of materials and installation for information of Contractor, Architect, and Owner's Representatives.

**PART 2 - PRODUCTS****2.1 OWNER FURNISHED PRODUCTS**

- A. Category Four Approved Standard Interior Signs. See Section 01 6200 for definitions of Categories:
  - 1. Visual Identity Office:
    - a. Contact Information:
      - 1) 50 E. North Temple St. Rm. 2350, Salt Lake City, UT 84150-3232.
      - 2) Phone: 1-801-240-1302.
      - 3) Fax: 1-801-240-5997.
      - 4) [vidoffice@ldschurch.org](mailto:vidoffice@ldschurch.org).
  - 2. Room Signs: Molded clear acrylic sub-surface graphics sign with set-screw to attach to included mounting bracket.
    - a. Provide tactile / braille features in signage.
  - 3. Cabinet Door Signs: Flat clear acrylic sub-surface graphics sign with mounting adhesive in position.
  - 4. Color:
    - a. Background: Blue.
    - b. Lettering: White.

**PART 3 - EXECUTION****3.1 INSTALLATION**

- A. Install interior signs square and plumb:
  - 1. Room Signs:
    - a. Install bracket using two screws. Use proper anchor for substrate.
    - b. Attach sign to bracket using set-screw.
    - c. Mount signs as described in Contract Drawings.
  - 2. Cabinet Signs:
    - a. Remove adhesive protective layer.
    - b. Position sign correctly and apply to door.
    - c. Roll sign to secure to door, taking care not to damage sign.
    - d. Mount signs as described in Contract Drawings.

**END OF SECTION**



# DIVISION 11: EQUIPMENT

## 11 5000 EDUCATIONAL AND SCIENTIFIC EQUIPMENT

11 5213 PROJECTION SCREENS

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**SECTION 11 5213****PROJECTION SCREENS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Products Installed But Not Furnished Under This Section:
  - 1. Coordination, sequencing, and adjusting of Owner-Furnished projection screens and brackets as described in the Contract Documents.
- B. Related Requirements:
  - 1. Section 01 6400: 'Owner-Furnished Products', Owner will furnish projection screens and brackets. PART 2 PRODUCTS of this Section establishes quality of materials for information of Contractor, Architect, and Owner's representatives.
  - 2. Section 06 1100: 'Wood Framing' for blocking in wood stud framed walls for projection screens brackets.
  - 3. Section 06 2001: 'Common Finish Carpentry Requirements' for installation of Owner-Furnished projection screens and brackets.

**1.2 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the efforts of the various trades affected by the Work of this Section.
  - 2. Coordinate completions of solid blocking in framed walls.
- B. Sequencing:
  - 1. Install projections screens after following has been completed:
    - a. Solid blocking installed in framed walls for projection screen brackets.
    - b. Adjacent walls and ceilings are finished and painted.

**1.3 SUBMITTALS**

- A. Action Submittals:
  - 1. Product Data:
    - a. Manufacturer's literature or cut sheet.
- B. Informational Submittals:
  - 1. Manufacturer Instructions:
    - a. Written installation instructions.
- C. Closeout Submittals:
  - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
    - a. Operations and Maintenance Data:
      - 1) Manufacturer's operating instructions.
    - b. Record Documentation:
      - 1) Manufacturers Documentation:
        - a) Manufacturer's literature or cut-sheet.

**1.4 WARRANTY**

- A. Manufacturer Warranty:
  - 1. Manufacturer's standard warranty against defects in material and workmanship.

## PART 2 - PRODUCTS

### 2.1 OWNER-FURNISHED PRODUCTS

- A. Manufacturer:
1. Category Two National Contract Manufacturers. See Section 01 6200 for definition of Categories:
    - a. Draper Inc, Spiceland, IN [www.draperinc.com](http://www.draperinc.com).
- B. Materials:
- a)
    2. Wall-Mounted Manual Projection Screen:
      - a. Authorized for use in each classroom.
      - b. Manually operated roll up screen unit.
      - c. One-piece steel roller.
      - d. **22 ga (0.8 mm)** steel case finished in manufacturer's standard grey color.
      - e. **16 ga (1.6 mm)** steel end caps finished to match case.
      - f. Flame retardant screen.
      - g. Matte white.
      - h. Manufacturer's wall mounting brackets:
        - 1) Non-adjustable brackets.
        - 2) Screen can be extended **6 inch (150 mm)** from wall to clear chalkboards and other obstacles.
        - 3) Color: white.
      - i. Tubular steel slat bottom with ends protected by vinyl caps.
      - j. Category Two Approved Products. See Section 01 6200 for definition of Categories:
        - 1) Screen: **96 inch (2.45 m)** square:
          - a) Heavy-Duty Spring-Roller operated.
          - b) Model: Luma 2 Manual Projection Screen by Draper.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verification Of Conditions:
1. Verify solid blocking has been installed in framed walls for projection screen brackets.
  2. Verify adjacent walls and ceilings are finished and painted.

### 3.2 INSTALLATION

- A. Interface With Other Work:
1. Coordinate with Section 06 1100: 'Wood Framing' for blocking location in wood stud framed walls for projection screen brackets.
- B. Follow Manufacturer's written installation instructions at locations as indicated on Contract Documents.

### 3.3 ADJUSTING

**END OF SECTION**