



CSK ARCHITECTS, P. C.

**CLASSROOM RENOVATIONS at
JOHN WOOD ELEMENTARY SCHOOL
6100 EAST 73RD AVE,
MERRILLVILLE, INDIANA 46410**

MERRILLVILLE COMMUNITY SCHOOL CORPORATION

**DR. DEXTER SUGGS, Sr., SUPERINTENDENT / BUSINESS
MEGHAN DAMRON, CHIEF FINANCIAL OFFICER
GREG GRIFFITH, DIRECTOR: MAINTENANCE SERVICES**

BOARD OF SCHOOL TRUSTEES

**ALEX DUNLAP III, PRESIDENT
JAMES DONOHUE, VICE PRESIDENT
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JUDY DUNLAP, MEMBER
BOB KRAUSE, MEMBER**

March 10, 2025

Architect's Project #24086



6919 W. LINCOLN HIGHWAY
CROWN POINT, IN 46307
219.322.5950 www.cskarchitects.com

CERTIFICATION PAGE

Project: **Classroom Renovations at
John Wood Elementary School for the
Merrillville Community School Corporation
6701 Delaware Street
Merrillville, Indiana 46410**

Owner: **Merrillville Community School Corporation**
Dr. Dexter Suggs, Sr., Superintendent / Business
Meghan Damron, Chief Financial Officer
Greg Griffith, Director: Maintenance Services

Board of School Trustees
Alex Dunlap III, President
James Donohue, Vice President
DeLena Thomas, Secretary
Judy Dunlap, Member
Bob Krause, Member

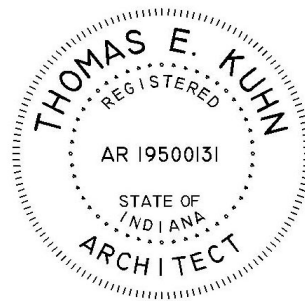
Architect: **CSK Architects, P.C.**
6919 W. Lincoln Highway
Crown Point, Indiana 46307
(219) 322-5950

Project Architect: **Thomas E. Kuhn, AIA, CSI, ALA**
E-Mail: tkuhn@cskarchitects.com
Office: (219) 322-5950
Cell Phone: (219) 741-1849

Architect's Project #'s: **24086**

Dated: **March 10, 2025**

Certified By: 
Thomas E. Kuhn, AIA, CSI, ALA



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SECTION 00 1113

NOTICE TO BIDDERS
#569

Classroom Renovations at
John Wood Elementary School
6100 East 73rd Ave.
Merrillville, Indiana 46410

Sealed proposals for the Classroom Renovations at John Wood Elementary School Project for the Merrillville Community School Corporation in accordance with Bid Documents as prepared by CSK Architects, P.C. will be received by the Merrillville Community School Corporation at their Administrative Services Building at 6701 Delaware Street, Merrillville, Indiana 46410 until 9:00 AM on Thursday April 3rd, 2025, at which time they will be opened and publicly read aloud. Bids received after the above stated time and date as specified, shall be returned to the sender unopened and declared non-acceptable.

All Bidders are requested to attend the Pre-Bid Meeting. The Pre-Bid Meeting will start at 3:30 PM on Thursday March 20th, 2025 and meet at the main entrance at Wood Elementary School.

Work includes: Classroom Renovations at John Wood Elementary

Prime Bids will be received per the Architect's Bid Form for General Construction.

All Bidders must submit a satisfactory bid bond executed by the bidder and surety company or a certified check or bank draft, payable to the Merrillville Community School Corporation in an amount equal to five percent (5%) of their maximum bid, as provided by law.

The successful Bidder, within ten (10) days of acceptance of bids, will be required to execute a performance bond requiring one hundred percent (100%) performance and one hundred percent (100%) labor and material payment. In the event of failure of the successful bidder to execute said bond as stated above, the bidder shall forfeit its bid guaranty as liquidated damages. Bid guaranties of unsuccessful bidders shall be returned upon award of contracts.

Electronic copies of the Bid Documents will be made available at no cost via Dropbox upon an Email request from the Architect. Email Tom Kuhn at tkuhn@cskarchitects.com. Electronic copies of the Bid Documents will be made available at no cost via the Merrillville Community School Corporation website at www.mvsc.k12.in.us/bid. Hard copies of the Bid documents are available for review at the Office of the Architect and also available for review at the Merrillville Community School Corporation Administrative Services Building at 6701 Delaware Street, Merrillville, Indiana 46410.

All bids shall be sealed and submitted on the Bid Proposal Form in the Project Manual obtained from the office of CSK Architects, P.C., 6919 W. Lincoln Highway, Crown Point, 46307. Bids shall be properly executed on Form 96 including the Non-collusion Affidavit and Contractor's Financial Statement, as prescribed by the Indiana State Board of Accounts and all other Bid Documents requested.

The Merrillville Community School Corporation reserves the right to reject any or all bids, to waive any informalities in bidding, or to return unopened any proposal received after the time fixed herein.

No Base Bid or Alternates shall be withdrawn for a period of sixty (60) days, subsequent to the opening of bids.

Merrillville Community School Corporation, 6701 Delaware Street, Merrillville, Indiana 46410

(First Publication: March 10, 2025) (Second Publication: March 17, 2025)

END OF SECTION

SECTION 00 1115

BID AND POST BID SUBMISSION REQUIREMENTS

PART 1 GENERAL

1.01 BID SUBMISSION REQUIREMENTS

- A. The following Bid Package Documents must be submitted in accordance with the Architect's Bid Documents and the Advertisement for Bid published by the Post Tribune and The Times on March 7, 2025 and March 17, 2025.
1. Current Indiana State Form 96. Fully executed with the Non-Collusion Affidavit signed.
 2. Financial Statement as prescribed by the Indiana State Board of Accounts.
 3. Bid guarantee in the form of a Bid Bond from a surety company or a certified check equal to 5% of the total of all Base Bids and Alternate Bids proposed by Bidder.
 4. Qualification Statement per Specification Section 00 4513 - Bidder's Qualifications Statement.
 5. Certification of E-Verify Program. Fully executed and notarized.
 6. Certification Statement Regarding Investments in Iran.
 7. Architect's Bid Form fully executed, signed and dated. Signator must be legally authorized by the bidder. All addendums issued by the Architect must be acknowledged on the Bid Proposal.

The above documents shall be submitted in sealed envelopes per specification Section 00 2113 - Instructions to Bidders and 00 1115 – Bid and Post Bid Submission Requirements. Failure to submit any of the above documents may disqualify the bidder's bid.

B. POST BID SUBMISSION REQUIREMENTS

1. The Bidders are also required to submit all RFI's for all portions of their and their subcontractors work for outstanding issues, clarifications, etc. that were not addressed prior to the bid. RFI's are required to be submitted to the Architect within seven (7) consecutive calendar days of the bid due date and time. The Owner is requesting this information in order to evaluate the bidders understanding of the Bid Documents, their responsiveness and level of responsibility and their complete and thorough comprehension of the Scope of Work.
2. The intention of this requirement is also intended to encourage the bidders to thoroughly evaluate the Scope of Work and to submit during the bidding process RFI's in order for the Architect to provide all Bidders with the level of detailed information the bidders require to submit a sound and competitive bid.
3. The bidders are required to submit to the Architect within 24 hours of bid due date and time a complete list of subcontractors listing only one contractor to be awarded a contract for each work category. The bidder may not deviate from awarding contracts to the listed subcontractors without permission from the Owner.

END OF SECTION

SECTION 00 2113

INSTRUCTIONS TO BIDDERS

1.01 SPECIAL INVITATION TO BIDDERS

- A. The Owner reserves the right to reject any or all bids. Bidder's bid must comply with all requirements of Bid Documents. See Section 00 1115 Bid and Post Bid Submission Requirements.
- B. It is the intention of the Owner that General Contractors would bid this project and provide all construction management services. If a painting contractor or flooring contractor wants to act as the general contractor that is also acceptable provided they will provide all construction management services.**
- C. Bidders are required to inform themselves fully as to the conditions relating to construction and labor under which the work will be or is now being performed, and insofar as practicable, the Contractor must employ such methods and means in the carrying out of his work as will not cause any interruption of or interference with any other Contractor.
- D. This Project Manual has bound hereto a complete set of bidding forms; these are for the convenience only of the bidders and are not to be detached from the Project Manual or filled or executed. Separate copies of bid forms are furnished for that purpose.
- E. All bidders are cautioned to carefully read and examine the complete set of Bid Documents to acquaint themselves with any and all requirements therein and submit Requests for Information (RFI) to clarify all issues that are not understood by the bidder.
- F. The Project Manual is bound into one book. The specifications are divided into sections. Such assembly and divisions does not relieve the Contractor from any work shown or specified in any part of the drawings or Project Manual. Bidders should also notice all cases where it is specified that certain work or materials, or both, is to be omitted by them, and is to be furnished by others or incorporated therein. It is understood that the various bidders have included such work in their bids even though the same is not specifically mentioned within various sections of the specifications upon which they are bidders.

1.02 BID FORMS

- A. All bids must be submitted in conformity with and shall be based upon and submitted subject to all requirements of the Bid Documents.
- B. Bid documents shall be enclosed in two envelopes (outer and inner), both of which shall be sealed and clearly labeled "Bid Documents" so as to guard against opening prior to the time set therefore. The bidder shall be responsible for the placement of his firm name and number of the project on the outside of both of such bid envelopes.
- C. The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached.

- D. The Bid will be based upon the completion of the work according to the Bid Documents together with all Addenda thereto and any alternates which may be requested.
- E. Bidders may offer Voluntary Combination Bids on the Bid Form provided the Bidder also provides bids for all Base Bids included in Combination Bids.

1.03 INTERPRETATIONS

- A. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of these proposed Bid Documents, he may submit to the Architect a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by written addendum duly issued by the office of the architect and a copy of such addendum will be provided to each bidder on record at the Architect's office as a plan holder. The Owner will not be responsible for any other explanation or interpretations of such documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of the bids.

1.04 CONDITIONS OF SITE AND WORK

- A. All bidders shall examine the site and thoroughly familiarize themselves on the conditions to be met both above and below grade on the site of the proposed building. Any bidder that is awarded a contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed himself prior to the bidding. The Contractor shall have free use of the premises surrounding the building and within the Owner's property, but shall box all trees and shrubs that come within his operations and which are not to be removed.

1.05 TAXES

- A. This project has tax exempt status

1.06 PERMITS, FEES, LICENSES AND NOTICES

- A. Unless otherwise provided in the Bid Documents, the owner shall pay for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the contract.
- B. The bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- C. It is not the responsibility of the contractor to make certain that the Bid Documents are in accordance with applicable laws, statutes, building codes and regulations. If the bidder observes that any of the Bid Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be accomplished by appropriate modification.
- D. The contractors and subcontractors are responsible to secure all local contractor licenses that may be required by the local governing agency having jurisdiction over the work.

1.07 CORRECTIONS

- A. All erasure, interpolations and other physical changes in a bid should be signed or initialed by the bidder. No erasures, interpolation or other physical changes should be made by anyone in any bid after its submission.

1.08 TIME FOR RECEIVING BIDS

- A. Bids received prior to the time of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified.
- B. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders should secure correction information relative to the provable time of arrival and distribution of mail at the place where bids are to be opened and, so far as practicable, make due allowance for possible delays.

1.09 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written or facsimile request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that telegraphic withdrawal is confirmed in writing over the signature of the bidder within 48 hours thereafter. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawals of the bid after it has been opened.

1.10 AWARD OF CONTRACT - REJECTION OF BIDS

- A. The Contract will be awarded to the lowest responsive and responsible bidder complying with the conditions of the advertisement for bids, provided his bid is reasonable and to the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner also reserves the right to reject the bid of any bidders who have previously failed to perform properly, or complete on time contracts of a similar nature, who is not in the position to perform the contract or has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material men or employees. In determining the lowest responsive and responsible bidder, the following elements in addition to those above mentioned will be considered: whether the bidder involved (a) maintains a permanent place of business, (b) has adequate plant equipment to do the work properly and expeditiously, (c) has a suitable financial status to meet the obligation incidental to the work, (d) has appropriate technical experience (e) has responded to all conditions of the Contract Documents.

1.11 TIME OF COMPLETION

- A. The work shall be commenced at the time stated in the notice to the Contractor to proceed or as stated in the contract and shall be completed in the number of days as proposed by the bidders on their Bid Form.

1.12 "OR EQUAL" CLAUSE

- A. Whenever in any of the Bid Documents an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency.
- B. The bidders will be required to base their proposals on the articles, materials and equipment specified, and shall not make any substitutions, unless approval of proposed substitution is issued by an addendum issued by the Architect.
- C. The contractor may offer any voluntary alternate for alternate articles, materials or equipment on the Bid Proposal. Award of bid shall not be based on voluntary alternates.

1.13 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND AND EXECUTION OF CONTRACT

- A. On Contracts \$200,000 and above the successful bidder shall furnish a performance bond and a labor and material payment bond in the sum of at least one hundred percent (100%) of the total amount payable by the terms of the contract. Cost of performance bond and labor and material payment bond shall be included in the bid.
- B. The successful bidder shall execute the contract with the Owner in the form of the contract included in the specifications in such number of counter-parts as the Owner may request.
- C. Such performances and payment bond shall be furnished and such contract shall be executed and delivered by the successful bidder within 10 days after the receipt by the successful bidder of notice of acceptance of his bid by the Owner.
- D. Address and Signature: Each bid should give the full business address of the bidder and should be signed by him with his usual signature. Bid by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other person authorized to bid it in the matter. The names of all persons affixes to this signature the word "President", "Secretary", "Agent" or other designation, without disclosing his principal, may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation should be furnished.

1.14 RIGHT OF FIRST REFUSAL

- A. Owner shall have right of first refusal on any removed materials. If Owner elects not to keep any removed materials, bidder shall remove from site. If Owner elects to keep removed materials, bidder shall store on site as directed by Owner, until Owner can remove at a later date if he wishes.

END OF SECTION

SECTION 00 3100

AVAILABLE PROJECT INFORMATION

1.01 INFORMATION AVAILABLE

- A. Certification Statement Regarding Investments in Iran – copy attached to this section.
- B. CSK Architects, P.C.'s Disclaimer Form for limited use of electronic copies of the Contract Documents which will be made available to the successful bidder for their use to assist in the construction of the project per the requirements of such will be made available electronically from the Architect.

END OF SECTION

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CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, _____, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Executed this _____ day of _____, 2021.

Signature: _____

Printed: _____

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SECTION 00 4100

BID FORM

To: Merrillville Community School Corporation
6701 Delaware Street
Merrillville, Indiana 46410

Submitted By: _____
(Company Name)

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and the Bid Documents, including the Project Manual and Construction Documents on file in the Office of the Architect, hereby propose to perform everything required to be performed and to provide and furnish all of the labor and materials, necessary tools, expendable equipment, and all utility and transportation services necessary to complete in a workmanlike manner all of the work in connection with the Classroom Renovations at John Wood Elementary School for the Merrillville Community School Corporation 6701 Delaware Street Merrillville, Indiana 46410, all in accordance with the Bid Documents as prepared by the Architect CSK Architects, P.C., 6919 W. Lincoln Highway, Crown Point, Indiana 46307, including Addenda ____, ____, ____, ____, issued thereto for the sum stated below in accordance with the category designations listed:

BASE BID #1 – Classroom Renovations – John Wood Elementary

To include any and all work associated with the Classroom Renovations at John Wood Elementary School all in accordance with the Bid Documents as Base Bid #1.

\$ _____

In submitting this proposal, it is understood that the right is reserved by the Owner to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

If awarded the contractor agrees to complete all work over the 2025 summer break.

THIS BID PROPOSAL MUST BE ACCOMPANIED BY ALL REQUIRED BID DOCUMENTS AS SPECIFIED IN THE PROJECT MANUAL AND LISTED IN SECTION 00 11 53 BID AND POST BID SUBMISSION REQUIREMENTS.

Date: _____

Firm Name: _____

By: _____

Title: _____

Official Address: _____

END OF SECTION

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SECTION 00 4513

BIDDER'S QUALIFICATIONS

QUALIFICATIONS FOR BIDDERS

In order for a Bidder to submit a prime bid on this project, the Bidder must have completed a project of comparable size, type and complexity and must have been in business as their current licensed/incorporated entity for at least five (5) years.

Bidder's shall submit a statement with their bid acknowledging this and shall so list those projects in that statement.

The Bidder is required to maintain on a continual basis at least one (1) major trade (i.e., carpentry, masonry, etc.) with their own employees (in house). The bidder may add additional employees, as they need. The intention of this requirement is to attract bidders that are contractors capable and experienced adequately to manage, coordinate and complete the work in accordance with typically accepted and required practices of general contracting and the Bid Documents.

END OF SECTION

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SECTION 00 5200

CONSTRUCTION CONTRACT

The A.I.A. Document A101-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a stipulated sum, 2017 Edition shall be included as part of this Specification by reference, and all parties active on the project are bonded thereto. A copy of said document is on file at the Architect's Office for review by the contractor.

END OF SECTION

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SECTION 00 7200

GENERAL CONDITIONS

The A.I.A. Document A201-2017, General Conditions of the Contract for Construction 2017 Edition, shall be included as part of this Specification by reference and all parties active on the project are bound thereto. A copy of said document is on file at the Architect's Office for review by the contractor.

END OF SECTION

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SECTION 00 7510

INDIANA'S ILLEGAL IMMIGRATION LAW

PART 1 – GENERAL

- 1.01 The Contractor shall comply with Indiana's Illegal Immigration Law, 2011 Senate Enrolled Act 590. The Contractor shall enroll in and verify the work eligibility status of all newly hired employees through E-verify, as that term is defined under Indiana Law. The requirement to enroll and verify the work status under E-verify shall terminate if the E-verify program ceases to exist.
- 1.02 The Contractor must submit with their bid a fully executed copy of the attached "Contractor's E-Verify Affidavit of Compliance with Indiana's Illegal Immigration Law".
- 1.03 If notified by the Owner of a violation of these provisions, the Contractor must, within thirty (30) days, remedy the breach and inform the Owner, in writing, of the actions taken to remedy. Failure to remedy within thirty (30) days can result in termination of the contract.

CONTRACTOR'S E-VERIFY AFFIDAVIT OF COMPLIANCE
WITH INDIANA'S ILLEGAL IMMIGRATION LAW

COMES NOW _____ and having been first sworn
(Printed Name)

upon his or her oath does affirm under penalties of perjury that:

1. I make this affidavit upon personal knowledge.
2. This affidavit is made by me as an individual or as the authorized legal agent of the below-noted entity.
3. I, nor the below-noted entity, knowingly employ unauthorized aliens as that term is defined under Indiana law.

I hereby verify under penalties for perjury that the foregoing statement is true.

(Signature)

(Date)

Executed as:

An Individual _____, or

A Representative of _____
(Name of Company)

(Address)

END OF SECTION

SECTION 01 1100

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. General: The work consists of furnishing all labor, materials, equipment, supplies, transportation, fuel, superintendence, temporary construction facilities, insurance, taxes, permits, fees and all other services and facilities, except as stated to be furnished by others, necessary to complete the work as called for on the plans and/or herein specified.

1.02 WORK BY OWNER

- A. Items noted 'NIC' (Not in Contract), and 'by others' will be furnished and installed by the Owner or by others under separate contracts. This does not relieve the Bidder to supply all requirements of the Bid Documents when certain portions of such are noted to be furnished by others.
- B. The bidder shall assist and accommodate all other contractors contracted directly with the Owner and must anticipate and accommodate their requirements during construction and scheduling.

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. Project Access: The Owner does not intend on closing the facilities or portions thereof to carry out the work which must be coordinated and scheduled with the Owner.
- B. Employee parking will be permitted where approved by the Owner.
- C. Utility Outages and Shutdowns: Coordinate with the Owner.

1.04 PROJECT SCHEDULE

- A. Assuming the bids are acceptable to the Owner the Owner intends to award the contracts at their next Board meeting on April 15, 2025.
- B. Work may commence immediately after the execution of contracts along with the submission of the bidder's Certificate of Insurance and Bonds.
- C. The Owner expects the work to be completed over the 2025 summer break.

END OF SECTION

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SECTION 01 2600

CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 GENERAL

- A. Contract Documents: The Contract Documents include:
- Project Manual
 - Advertisement for Bid
 - Bid Proposal
 - Contract
 - General Conditions
 - Contractor's Qualification Statement
 - Instructions to Bidders
 - Specifications and Construction Documents
 - Addenda
 - Performance Bond
 - Insurance Policies

For convenience of reference, this Specification is divided into various headings and sub-headings. However, such divisions do not make the Owner or Architect responsible for the limitations of the Contract of any subcontractor, each of which is dependent upon its own definite confines, regardless of Specification Divisions. Also, all items shown on the Plans must be furnished and installed even though not specifically specified or noted in the Specifications.

Perform all work required to complete the Project, as awarded, and provide and furnish all labor, tools, materials, expendable equipment, transportation, services, Permits, Fees, Bonds, Insurance and Warranties required to perform and complete in a workmanlike manner, all the work required by the Drawings and/or described in the Specifications, including all addenda as prepared by CSK Architects, P.C., 6919 W. Lincoln Highway, Crown Point, 46307.

- B. Examination of Site: All Contractors are held to have examined the site and to have compared it with the Drawings and Specifications and to have satisfied themselves as to the conditions.
- C. Hours of Work: The Contractors shall furnish sufficient forces to insure the execution of the work in accordance with the approved progress schedule. Work shall be performed during regular working hours. Work may be performed on night shifts, overtime, and holidays when permission to do so has been obtained from the Owner. No requirements of work other than at regular working hours shall form the basis of claims by the Contractors for additional compensation. There shall be no compensation from owner to work on overtime hours. Contractor shall include all expected overtime expenses in their bid.
- D. Errors and Omissions: The Specifications, Drawings and directions furnished by the Architect are intended to cooperate and agree. The Drawings and Specifications are to be interpreted according to the true meaning, spirit and intention of the work without any extra charge whatsoever. If any discrepancies or variations appear between any of the Drawings or Specifications, such discrepancies are to be interpreted by the Architect. The contractors shall immediately notify the Architect of all such discrepancies. Architect has the right to

correct any errors or omissions in the work as necessary for proper fulfillment of their intentions for the Project. In case of discrepancies which vary in the quantity or quality, the greater quantity or quality of work shall prevail.

Anything shown on the Plans and not mentioned in the Specifications, or vice-versa, must be furnished by the respective contractor without extra compensation. Further, if any material or work is required which is absolutely necessary to carry out the full meaning and intent of the Plans and Specifications, the respective contractor hereby agrees to consider and allow for the same as fully as if they are so noted, and perform the work without extra charge or claim for extra compensation.

Drawings and Specifications shall be treated as equals. In the occurrence of discrepancies between drawings and specifications, it shall be the contractor's responsibility to notify the Architect in writing immediately upon discovery for interpretation by the Architect.

E. Contractor's Acknowledgment: The Contractor acknowledges, upon submittal of a Proposal:

1. That he understands the Bid Documents.
2. That he has the equipment, technical ability, personnel, and facilities to construct the Project in accordance with the Bid Documents.
3. That he has examined the Bid Documents and has found these sufficiently complete to prepare a sound Bid for the work contemplated.
4. That he has personally inspected the project site and verified information indicated.

F. Standards and Industry Specifications: Comply with any material or operation specified by reference to the published Specifications of a manufacturer, society, institute, association, administration, conference, council, bureau, etc. Use the requirements of the Specification or Standard listed. Those not listed herein, if any, must be current copies at time of Award of Contract.

In case of conflicts between the referenced Specifications or Standards, the one having the more stringent requirements govern. The Contractor, if requested, must furnish an affidavit from the requirements specified. Certification does not relieve the Contractor from the responsibility of complying with any added requirements specified herein.

G. Federal Construction and Safety Requirements (OSHA): All construction and safety procedures used on this Project must meet the Occupational Safety and Health Standards, National Consensus Standards, and Established Federal Standards including all requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, Hornberge, Lee Occupational Safety and Health Act, Volume 36 Federal Register Number 105 Occupational Safety and Health Standards and any other requirements set by the Occupational Safety and Health Administration.

H. Other Construction and Safety Requirements: Work on this Project must comply with the requirements of any Specifications and/or Standards listed and/or organizations referred to throughout these Contract Documents.

I. Explanation of Specifications:

1. These specifications are of the abbreviated type and include incomplete sentences. Omissions of words or phrases such as "the Contractor shall", "shall be", etc., are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings.
2. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying the specifications is made unless otherwise stated. Where "as directed", "as required", "as authorized", "as approved", "as accepted", or words of similar import are used, it shall be understood that the direction, requirement, permission, authorization, approval or acceptance of the Architect is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provided complete in place", that is, "furnished and installed".

J. No Damages for Delays:

1. An extension of time shall be the Contractor's exclusive remedy in the event of a delay, no matter how or by whom caused. Contractor further specifically acknowledges that it shall have no claim for increase in contract price or damages because of any delays whatsoever to all or any part of the work whether foreseen or unforeseen, and whether caused by any person's hindrance or active interference.

1.02 CASH ALLOWANCE

- A. Costs Included in Allowances: Actual cost of product to Contractor or Subcontractor and delivery to site, less applicable trade discounts. The Contractor shall not be allowed to mark up the cost of the materials. The Contractor must substantiate actual quantities purchased and costs of the products to the Contractor with copies of paid invoices referencing the project and submit them to the Architect.
- B. Costs Not Included in the Allowance: Substantiating and submitting cost estimates for selected materials, handling at the site, including unloading uncrating, and storage; protection of products from elements and from damage and labor for installation and finishing.
- C. Architect Responsibilities:
1. Consult with Contractor in consideration and selection of products and suppliers.
 2. Select products in consultation with Owner and transmit decision to Contractor.
 3. Prepare Change Order.
- D. Contractor Responsibilities:
1. Assist the Architect in selection of products and suppliers and verification of required quantities of each product and associated costs thereof.
 2. Obtain proposals from suppliers and offer recommendations.
 3. On notification of selection by Architect, execute purchase agreement with designated supplier.

4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Funds will be reconciled with the specified Cash Allowances only by Change Order prior to ordering materials.
- F. Cash Allowances: Refer to Specific Sections

1.03 SCHEDULE OF VALUES

- A. Submit three (3) typed schedule of values on AIA Form G703 - Application and Certificate for Payment Continuation Sheet with each Application for Payment.
- B. The AIA Form G703 - Application and Certificate for Payment continuation sheet shall be executed as follows:
1. The prime contractor's material supplier's name(s) and type(s) of material(s) shall be listed as a separate line item.
 2. Each subcontractor's name and type of work that his contract covers shall be listed as a separate line item.
 3. The subcontractor's material supplier's name(s) and type(s) of material(s) shall also be listed as a separate line item directly below the subcontractor.
 4. The prime contractor's profit and overhead shall be listed as a separate line item.
- C. Revise schedule to list approved Change Orders, with each Application for Payment.

1.04 APPLICATION FOR PAYMENT

- A. Submit three (3) copies of each application on AIA Form G702 - Application and Certificate for Payment, submit three (3) copies of Owner Claim Form when required by the owner.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Progress payments: Based upon Application for Payment submitted to the architect by the Contractor and Certificates for Payment issued by the architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contracts as follows:

On the first day of each month 95% of the proportion of the Contract Sum properly provided and allocable to labor, materials and equipment incorporated in the work and 95% of the portion of the Contract Sum properly allocable to materials and equipment suitable stored at the site or at some other location agreed upon in writing by the parties, up to the first day of that month, less the aggregate of previous payments in each case.

Payout requests submitted in proper order and received by the Architect by the first of the month will be processed and delivered to the Owner by the 10th of the month for Owner processing.

Until final payment, the Owner will pay 95% of the amount due the Contractor on account of progress payments.

Until final payment, the Owner will withhold 5% retainage of the amount due to the contractor on account of progress payments.

On all contracts totaling \$200,000.00 or more the retainage withheld by the Owner for such progress payments shall be placed in an escrow account with a bank, savings and loan institution, or the State of Indiana or an instrumentality thereof as escrow agent pursuant to an escrow agreement as provided in I.C. 1971, 5-16-5.5 and the escrow agent shall promptly invest all escrowed principal and income for the Contractor and/or according to the terms of the escrow agreement.

- D. Submit three copies of AIA Form G702 - Application and Certificate for Payment for the retainage only to be withheld and placed in the escrow account.
- E. Submit with final payment the following fully executed forms:
 - 1. AIA Form G 706 - Contractors Affidavit of Payment of Debts and Claims
 - 2. AIA Form G 706A - Contractors Affidavit of Release of Liens.
 - 3. AIA Form G 707 - Consent of Surety Company to Final Payment.

1.05 WAIVERS OF LIEN

- A. Submit three (3) copies of Partial Waivers of Lien fully with each Application for Payment and Final Waivers of Lien as follows:
 - 1. Prime Contractor's shall submit with each Application for Payment a Partial Waiver of Lien in full amount equal to payment amount requested.
 - 2. Prime Contractor's shall submit with each Application for Payment, Partial Waivers of Lien from their material suppliers, subcontractor(s) and subcontractor's material suppliers for the previous month's payment. The Waivers of Lien shall be executed in amounts equal to the Schedule of Values of the previous payment. The Prime Contractor will not receive payment until this requirement is fulfilled.
 - 3. Prime Contractor's shall submit with Final Application for Payment his Final Waiver of Lien and Final Waivers of Lien from material suppliers, subcontractors and subcontractor's material suppliers.

1.06 PAYMENT FOR MATERIALS STORED

- A. Payments may be made on account for materials or equipment not incorporated in the work, but delivered and suitably stored at the site. Materials may be stored at another location other than the work site if properly identified as the property of the Owner and properly protected. Storage of material at the place of business of the vendor is not acceptable. Such payments shall be conditional upon the submission by the contractor of the following: 1) receipts marked by the supplier as paid; 2) supplier's waiver of lien listing specific materials involved; 3) invoice with copy of canceled check showing payment; or 4) such other evidence of payment as the Owner may require in lieu thereof to establish ownership of all items except those listed as miscellaneous materials below. For materials stored off site the contractor shall provide a Certificate of Insurance listing the materials insured in the Owner's name.

For the aggregate of miscellaneous stored materials for which payment is requested and above proof of payment is not available, a complete list will be provided along with the affidavit of payment for stored materials. Upon certification by the Owner's representative that the listed materials are suitably stored, payment can be made. Miscellaneous materials are defined as pipe, fittings, wire, conduit, etc., normally stored as stock items in contractor's warehouse. For materials stored other than at the construction site, applicable insurance and transportation to the site shall be provided by the contractor.

- B. In no instance shall the payments exceed 95% of the net value of material or equipment stored. As stored materials are incorporated into the work, the value shall be removed from the total value of stored material requested in successive payments. Proof of ownership through one of the above methods will be required for additional materials.

1.07 ALTERNATES

- A. **Alternate Construction:** In case the Owner accepts quantitative alternates in which certain items or building portions are omitted, the respective Contractors must construct the building and make necessary provisions to permit omitted portions to be added at a future date with minimum difficulty. Provide blind openings. Leave necessary extensions of reinforcing steel. Provide capped tees in pipes and conduits, etc.

In case qualitative alternatives are accepted, any substitute material or items used must harmonize with the intended design. The arrangement of substitute material or items must equal or exceed the quality of those specified in the Base Proposal as nearly as possible.

All cost of evaluating equipment and material proposed under the terms of these Specifications for design, quality and performance compliance incurred by the Architect, must be borne by the Contractor.

The Architect will provide the final decision as to acceptance or rejection of such alternate proposals.

For approval of products other than those specified, Bidders must submit a request in writing at least ten (10) days prior to Bid date and hour. Requests received after this time will not be reviewed or considered regardless of cause. Clearly define requests to describe the product for which approval is desired. Accompany all requests with manufacturer's literature, specifications, drawings, cuts, performance data, and list of references or other information necessary to completely describe the item. Approval by the Architect will come in the form of an Addendum to the Specifications issued to all bidders on record. The Addendum will indicate the additional products which are acceptable for this Project.

All additional costs associated with the acceptance of an alternate in order to accommodate such alternate into the design must be borne by the contractor proposing such alternate, regardless of the type of trade or construction affected.

- B. **Voluntary Alternates:** The Bidder, at his option, may submit voluntary alternates as may be permitted in other sections of these Specifications or Bid Forms.

In Voluntary Alternates, clearly indicate the amount to be added to or deducted from the base Proposal if material or equipment other than that specified is proposed to be furnished and indicate manufacturer.

1.08 CHANGE ORDERS

- A. The general contractor mark-up on change orders shall not exceed 10% for change orders under \$10,000.00. For change orders exceeding \$10,000.00 the general contractor's mark-up shall not exceed 10% for first \$10,000.00 and shall not exceed 5% for the amount in excess of the first \$10,000.00.
- B. The general contractor's mark-up on change orders shall include and cover all general contractor profit, overhead, supervision, bond cost, record drawing cost, etc.
- C. All change orders shall be substantiated by submission of subcontractor's proposals. Cost breakdowns requested by the Architect must be provided.
- D. Change orders will be verbally approved by the Architect and the Owner on an as needed basis and the paperwork will be processed on a monthly basis. However, on a case by case basis changes may be approved more frequently at the Owner's discretion.

1.09 INSURANCE

- A. Insurance Policy Requirements:
 - 1. All insurance policies required under the terms hereof shall be executed by companies authorized to do business in the State of Indiana and proof of such authority shall be furnished to the Owner prior to the signing of the Contract. All insurance policies shall be in form and all other particulars satisfactory to the Owner.
 - 2. The Prime Contractors shall furnish the Owner with satisfactory proof of carriage of the insurance required and shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained and approved.
- B. Prime Contractors' Insurance:
 - 1. Compensation and Occupational Disease Insurance
 - a. The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation and Occupational Disease Insurance, Employers Liability, for all of his employees employed at the site of the project, in full compliance with the statutes of the project, in full compliance with the statutes of Indiana applicable thereto, and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Occupation disease Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project are not

protected under Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide insurance coverage equal to that provided under the Workmen's Compensation statute for the protection of his employees not otherwise protected.

- b. Workmen's Compensation and Employer's Liability Insurance in amounts sufficient, in the opinion of the Contractor, the Owner, and the Architect, to protect the Owner, the Architect, the Contractor and the Subcontractors from all liability for bodily injury, sickness, or disease (including death resulting at any time therefrom) of any of their employee, including all liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

2. Public Liability and Property Damage Insurance

- a. Contractor shall effect and maintain during life of this Contract Commercial Public Liability including Personal Injury and Property Damage Liability Insurance (construed as including Contractor's Contingent or Protective Insurance if necessary to protect the Contractor from damage claims arising from any operation under this contract) as shall protect him and any Subcontractors performing work covered by this Contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or anyone directly or indirectly employed by either of them, and the amounts of insurance shall be as follows:

Contractor's liability insurance shall be a \$1,000,000.00 Single Limit Comprehensive General Liability Insurance Policy covering all his operations on an occurrence basis with the following coverages included:

Bodily Injury Liability
Property Damage Liability
Products Liability (including contractual)(Broad Form)

General Contractor agrees to continue Completed Operations coverage for one (1) year after the work is accepted by the Owner. Commercial General Liability shall include coverage on: Premises, Operations, Independent Contractors (Protective Liability), Products and Completed Operations, Contractual Liability as may be assumed and insurable under this contract. There shall be no exclusions for special hazards under Property Damage for "c," collapse caused by grading or excavation: "u," underground property: "x," explosion or blasting.

3. Subcontractor's Public Liability and Property Damage Insurance

- a. Contractor shall require each of his Subcontractors to procure and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and of the limits specified in Subparagraph 3 above.
4. The Contractor's Commercial General Liability Insurance shall include premises – operations (including explosion, collapse and underground coverage) elevators, independent contractors, products liability,

completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

5. The insurance shall name the Owner and Architect as an additional insured and shall be written for the greater of the following limits, or those required by law.
 - a. Workers' Compensations
 1. State: Statutory
 2. Applicable Federal Statutory
 3. Employer's Liability \$1,000,000 per Accident
\$1,000,000
Disease, Policy Limit
\$1,000,000
Disease, Each Employee
 - b. Comprehensive General Liability (including Premises- Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage)
 1. Bodily Injury: \$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
 2. Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
 3. Products and Completed Operations to be maintained for two years after Substantial Completion: \$5,000,000 Aggregate
 4. Property Damage Liability Insurance shall provide X, C, and U coverage
 5. Broad Form Property Damage Coverage shall include Completed Operations.
 - c. Contractual Liability
 1. Bodily Injury: \$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
 2. Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
 - d. Personal Injury, with Employment Exclusion deleted: \$2,000,000 Annual Aggregate
 - e. Business Auto Liability (including owned, non-owned, and hired vehicles):
 1. Bodily Injury: \$1,000,000 Each Person
\$1,000,000 Occurrence
 2. Property Damage: \$1,000,000 Each Occurrence
 - f. For all worker's compensation and employer's liability insurance required hereby, Contractor shall require wavier of subrogation for itself and for all subcontractors, or others performing Work on the Project pursuant to the terms of Contractor's Contract with Owner.
 - g. In addition to the above, each Prime Contractor will be required to verify that he carries an Umbrella or Blanket Excess Liability insurance coverage in an amount not less than \$2,000,000.00
 - h. All risks of Physical Loss (including Fire and Extended Coverage). The General Contractor at his own expense shall provide fire and extended coverage insurance protection for materials and equipment belonging to the Contractor which is not to be worked into the building, and the Owner assumes no responsibility for fire and extended coverage or loss on such scaffolding, equipment or materials which are not be worked into the building. During the entire construction period, the General Contractor shall provide extinguishers of the type for the intended protection as approved

by NFPA and OSHA and shall provide such extinguisher in each construction shed and temporary office, as well as in other locations are reasonably required, and all other fire protection reasonably required, to properly protect the project, and to comply fully with the requirements of insurance underwriters for the project and municipal county and state authorities.

C. Owner Furnished Insurance

1. Owner shall effect and maintain a Special Perils Building Risk Insurance upon all work to one hundred percent (100%) of the insurable value thereof, including all items of labor and materials connected therewith in or adjacent to the structure, materials in place or to be used as part of the permanent construction. This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, stagings, towers, forms, etc., rented by the Prime Contractor. This insurance shall be extended to include vandalism. Each Prime Contractor will be named as an additional insured.
2. The Owner shall furnish the Contractor, if so requested, copies of the Owner Insurance policies.
3. The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.
4. The Owner as trustee shall have power to adjust and settle any loss with the insurance unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Owner's exercise of this power; and if such objection be made, arbitrators shall be chosen as provided in Paragraph 4.5 of General Conditions. The Owner as trustee shall in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
5. The Architect shall be listed as co-insured on the Builder's Risk Policy.

END OF SECTION

SECTION 01 3100

PROJECT MANAGEMENT AND COORDINATION

1.01 COORDINATION

- A. The Contractor acting as the General Contractor shall have full responsibility to coordinate and expedite all phases of the work of all Contractors. The Contractors must give sufficient notice of their work schedule to other contractors so they may have ample time to install their work.

Each and every contractor and subcontractor must afford all other contractors and subcontractors reasonable opportunity for the introduction and storage of their material and execution of their work, and properly connect and coordinate his work with theirs, and employ as far as possible such methods and means in carrying out his work as will prevent any interruptions or interference with any other Contractor's or subcontractor's work. Any defects as may develop in any other Contractor's work after the execution of this work and which could not be ascertained before this work commenced is the responsibility of the original contractor who developed the work which became defective.

- B. Substantial Completion: Coordinate completion and clean-up of work of separate Sections in preparation for Substantial Completion.
- C. Owner Occupancy: After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- D. Damage to Other Contractors: Any Contractor or subcontractor claiming damages from another Contractor or other subcontractor, or Owner on account of delay, negligence, or carelessness of other Contractors or subcontractors must make claim for same in writing at the time the damages are incurred, and within five (5) days, deliver such written claims to the Architect, to the Owner, and to the party at fault, so that such claim may be arbitrated by the Architect. Failure to act as above will render such claim null and void.
- E. Trade Regulations: The Contractors agree to accord with such lawful agreements as it may have either individually, or as a member of any employer's association with trade unions, and to work in harmony with such labor unions and the representatives thereof for both his own employees and subcontractor's employees. The Contractor shall likewise take all steps to settle any differences that might arise between employees or groups thereof or trade unions as to work to be performed by any employee or member of any union.
- F. Acceleration of Work: If in the Architect's judgment, it becomes necessary during the execution of the work to accelerate any of the work of any Contractor, the Architect can direct any contractor as follows:
1. Cease work at any point and transfer men to other point or points directed and execute such portions of contracted work in advance of other parts.
 2. Promote the progress of any work as a whole and enable other Contractors to hasten, properly engage and carry on their work.
 3. Temporarily omit such portions of any work as necessary for the advancement of the work of other contractors and then go back thereafter and execute the work left out at such a time the Architect directs. All expense

involved in transfer or going back must be borne by the respective contractors who are required to cease work, transfer their men and execute portions of their work in advance of other parts to promote the progress of the work as a whole.

1.02 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product Sections; match existing products and work for patching and extending work.
- B. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- D. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.
- E. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- F. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect review.
- G. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- H. Finish surfaces as specified in individual product Sections.

1.03 PRECONSTRUCTION CONFERENCE

- A. The Architect will schedule a preconstruction conference.
- B. Attendance Required: Owner's representatives, Architect, General Contractor and all other contractors as requested by the architect.
- C. Agenda:
 - 1. Submission of list of Subcontractors for approval, list of Products for approval, schedule of values, progress schedule and critical work sequencing.
 - 2. Designation of personnel representing the parties in Contract, and the Architect.
 - 3. Relation and coordination of prime contractors.
 - 4. Submittal of shop drawings, project data and samples.
 - 5. Procedures and processing of field decisions, submittals and Change Orders.
 - 6. Scheduling.
 - 7. Use of premises by Owner and Contractor.
 - 8. Major equipment deliveries and priorities.
 - 9. Owner's requirements.
 - 10. Construction facilities and controls provided by Owner.
 - 11. Temporary utilities provided by Owner.
 - 12. Security and housekeeping procedures.

13. Safety and First-Aid Procedures.
14. Procedures for maintaining record documents.

1.04 PROGRESS MEETINGS

- A. The Architect shall schedule and administer progress meetings.
- B. The General Contractor and all subcontractors active on the project are required to attend progress meetings with the owner's representative and architect every week, or at more frequent intervals if conditions require same, during the entire life of the project for the purpose of expediting the work and considering other matters pertaining thereto.
- C. Architect's Duties:
 1. Notify contractors of regular and called meeting 4 days in advance of meeting date.
 2. Record minutes; include significant proceedings and decisions.
 3. Type and distribute minutes of meetings to the Owner and Prime Contractors.
- D. Meeting Agenda:
 1. Review of Work progress.
 2. Field observations, problems, and decisions.
 3. Identification of problems which impede planned progress.
 4. Review of submittals schedule and status of submittals.
 5. Review of off-site fabrication and delivery schedules.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Coordination of projected progress.
 10. Maintenance of quality and work standards.
 11. Effect of proposed changes on progress schedule and coordination.
 12. Other business relating to Work.
- E. Location: General Contractors field office or as indicated in notice.

END OF SECTION

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SECTION 01 3300

SUBMITTALS

1.01 GENERAL

- A. The contractors are fully responsible for and required to provide all submittals in a timely manner to avoid delaying construction. Contractors are requested to provide submittals electronically as much as possible.**
- B. The Architect shall be held harmless for the contractor's failure to provide submittals, provide them in a timely manner or for their accuracy.**

1.02 SUBMITTAL PROCEDURES

- A. The Contractor shall prepare, review, stamp with his approval, and submit all shop drawings, and other submittals electronically when possible to the Architect for all products and equipment to be incorporated into the project.
- B. The Contractor shall submit all samples and other submittals that cannot be submitted electronically to the Architect for all products and equipment to be incorporated into the project.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Coordinate submission of related items and schedule submittals to expedite the Project.
- F. Contractor must identify on the submittals variations from the Contract Documents, specified Products or system limitations which may be detrimental to successful performance of the completed Work.
- G. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- H. The contractor shall distribute copies of reviewed submittals to concerned parties and instruct parties to promptly report any inability to comply with provisions.

1.03 SUBCONTRACTOR'S LIST

- A. Each contractor submitting a prime bid shall submit a complete list of all subcontractors to be awarded contracts on the project within 24 hours of bid due date and time. The list shall list only one subcontractor for each work category. The contractor's bid may be rejected if the subcontractor's list is not submitted as requested. The successful bidder's award of subcontractor's contracts shall not deviate from the subcontractor's list as submitted unless approved by the Owner.

1.04 SCHEDULE OF VALUES

- A. Each successful bidder shall submit their Schedule of Values for approval on AIA Form G703 - Application and Certificate for Payment Continuation Sheet within 15 days of execution of construction contract.
- B. The Schedule of Values shall be executed under provisions of Specification Section 01 2600 – Contractor Considerations, Item 1.03 "Schedule of Values".

1.05 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit to the Architect and the Owner within 10 days after date of Owner-Contractor Agreement an initial Progress Schedule.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each section of Work, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, duration and critical activities.
- F. Indicate estimated percentage of completion for each item of Work at each submission.

1.06 PROPOSED PRODUCTS LIST AND SUBMITTAL LOG

- A. Within 10 days after date of Owner-Contractor Agreement, submit a Submittal Log as well as a complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards for approval.

1.07 SHOP DRAWINGS

- A. Submit Shop Drawings for all manufactured products and all shop of field fabricated items.
- B. Shop Drawings shall mean drawings indicating in detail all pertinent information of the item being depicted.
 - 1. Advertising brochures will not be accepted as Shop Drawings.
 - 2. Erection and setting drawings and schedules are considered Shop Drawings and shall be submitted along with detailed Shop Drawings.
 - 3. Shop Drawings and schedules shall repeat the identification shown on the contract drawings; sheet number, detail number, room number and specification section and article number.
 - 4. Shop drawings shall be submitted only on sheets 8-1/2" x 11" or of a size corresponding to the construction documents.

5. Note variances from the Contract Documents. Failure to do so will void any claim by the contractor against the Owner based upon submittals being approved by the Architect.
- C. Shop Drawings, Product Data and Samples submitted to the Architect by the Contractor shall bear the Contractor's approval stamp indicating that: 1) he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, and 2) there are no material changes or deviations from the contract documents. Failure of the contractor to accurately review Shop Drawings which results in additional review by the Architect may result in back charge to the contractor for the Architects additional review time.
 - D. Submit one copy of all submittals. The Architect will return one copy of the approved shop drawings to the Contractor and Owner. All copies submitted electronically will be returned electronically. The Architect will retain one copy. Submit shop drawings to Architect a minimum of (15) fifteen days prior to date contractor requires them back and note date that contractor requires approved Shop Drawings returned on contractor transmittal.
 - E. Architects review of shop drawings is for design only and is subject to all conditions of the contract documents. This review is not for quantities or dimensions. The contractor is responsible for all dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the work of all trades. Any additional cost incurred by the contractor resulting from failure of the contractor to field verify dimension are solely the responsibility of the said contractor.
 - F. Architect's Drawings: Copies of the Architect's CADD drawings may be obtained from the Architect for use by the General Contractor and their direct subcontractors solely for the purpose of coordination and expediting of work for shop drawings or layout work and not for any other purpose.

1.08 PRODUCT DATA

- A. Submit product data for all manufactured items.
- B. Product data includes manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 1. Clearly mark each copy to identify pertinent materials, products or models and contract document identification; sheet number, detail number, room number and specification section and article number.
 2. Submit only pages, which are pertinent.
 3. Show dimensions and clearances required for maintenance and service.
 4. Show performance characteristics, capacities and reference standards.
 5. Show wiring and piping diagrams, controls and finishes.
 6. Provide manufacturer's preparation, assembly, and installation instructions.
 7. Note variances from the contract documents including manufacturer's recommended changes to sequencing and to piping and control diagrams.
 8. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Submit one copy of all submittals. The Architect will return one copy each of the approved shop drawings to the Contractor and Owner. All copies submitted electronically will be returned electronically. The Architect will retain one copy. Submit shop drawings to Architect a minimum of (15) fifteen days prior to date

contractor requires them back and note date that contractor requires approved Shop Drawings return on contractor transmittal.

1.09 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect's selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number or samples specified in individual specification Sections one of which will be retained by Architect/Engineer.
- E. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

1.10 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.
- C. Architect will take no action on these submittals.

1.11 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.
- D. Architect will take no action on these submittals.

END OF SECTION

SECTION 01 4500

QUALITY CONTROL

1.01 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.02 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

END OF SECTION

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SECTION 01 5000

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.01 General

- A. The General Contractor shall be responsible for arranging for and providing all construction facilities and temporary controls as specified herein and as required for the proper and expeditious prosecution of the work unless specified otherwise. The General Contractor shall pay all costs for such facilities and controls unless otherwise specified, until date of substantial completion of project.

1.02 TEMPORARY ELECTRICITY

- A. Electric service is existing: connect to existing power service. Power consumption shall not disrupt owner's need for continuous service. Owner will pay cost of energy used. Exercise measures to conserve energy.

1.03 TELEPHONE SERVICE

- A. The General Contractor shall provide cell phone accessibility for their onsite Project Manager.

1.04 TEMPORARY SANITARY FACILITIES

- A. The General Contractor shall provide suitable and adequate temporary toilet facilities for entire work force of all contractors on site. The number and type of such facilities shall conform to labor work rules, governing codes and health requirements. Unless otherwise required, portable chemical toilets shall be serviced twice weekly, service to include emptying tanks, recharging with a germicidal and deodorizing solution and scrubbing entire interior with a germicidal solution.

1.05 CONSTRUCTION AIDS

- A. Each Contractor and Subcontractor shall provide all their own temporary ladders, ramps, runways, stairs, scaffolding, staging, temporary enclosures, hoists, rubbish chutes, etc., as may be required for performance of the Work.
- B. All construction aids shall comply with Federal, State and local laws and regulations.
- C. Temporary Hoists: Each Contractor shall provide his own cranes, hoists, towers, and other lifting devices necessary for the proper and efficient movement of his materials. Provide operating personnel for equipment as required. Provide equipment with proper guys for bracing and other safety devices as required by Federal, Local and State codes. Remove towers and hoisting equipment when they are no longer needed, or as directed.
- D. Trash: The General Contractor will be responsible for providing trash dumpsters and/or receptacles if required. The Roofing Contractor will be responsible for collecting and depositing his debris in such trash receptacles. The Roofing Contractor will be responsible for coordination of trash removal. Trash and debris shall not be allowed to accumulate. Subcontractors at the direction of the Roofing Contractor, shall collect and remove their own liquid waste and solid waste from the job site at periodic intervals so as not to hinder the overall progress of construction.

1.06 PROTECTION OF INSTALLED WORK

- A. The installing contractor is responsible to provide protection for his/her work and shall provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

1.07 PARKING

- A. Parking areas shall be designated by the Owner or Architect.

1.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Remove waste materials, debris, and rubbish from site and dispose off-site.

1.09 PROVISIONS FOR CONTRACTOR EMPLOYEES

- A. It is required that all construction employees comply with the following rules.
 - 1. Construction employees to use only their own toilet facilities.
 - 2. No employees are to eat in the occupied premises.
 - 3. There is to be no smoking within the building.
 - 4. All construction personnel will conduct themselves in an unimpeachable manner while on the construction site, including proper language, etc.
 - 5. No radios, TV's or musical instruments at site unless approved by owner.
 - 6. No drinking of alcoholic beverages.

1.10 SITE SIGNAGE

- A. Unless specified otherwise, there will be no signs posted at the job site except as called for on the drawings or in the specifications or as required by applicable codes and regulations. Placement of contractor signage shall only be allowed at the review and discretion of the Owner.

END OF SECTION

SECTION 01 6600

PRODUCT STORAGE AND HANDLING REQUIREMENTS

1.01 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.02 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.03 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Provide off-site storage and protection when site does not permit on-site storage or protection.
- C. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- D. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.04 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: For approval of products other than those specified, Bidders must submit a request in writing at least ten (10) days prior to Bid date and hour. Requests received after this time will not be reviewed or considered regardless of cause. Clearly define requests to describe the product for which approval is desired.

Accompany all requests with manufacturer's literature, specifications, drawings, cuts, performance data, and list of references or other information necessary to completely describe the item. All requests must indicate in detail all deviations of proposed products from those specified. Approval by the Architect will come in the form of an Addendum to the Specifications issued to all bidders on record. The Addendum will indicate the additional products which are acceptable for this Project.

All additional costs associated with the acceptance of an alternate in order to accommodate such alternate into the design must be borne by the contractor proposing such alternate, regardless of the type of trade or construction affected.

END OF SECTION

SECTION 01 7400

CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work includes: The following is required of each contractor unless otherwise specified.
 - 1. Each contractor:
 - a. At completion of work, or at such other times as directed by the Architect, remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight-exposed surfaces; leave work clean and ready for occupancy.
 - b. At the completion of the work, each Contractor must remove all their own tools, scaffoldings, and surplus materials and must leave work area "broom clean". In the case of dispute over who does the cleaning, the Owner may remove the rubbish and charge the cost to the several Contractors as the Architect determines to be just.
- B. When any work is completed and prior to final cleaning, the respective equipment manufacturers or Contractors shall carefully adjust all parts of their equipment and systems.

1.02 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accordance with established safety and insurance standards.
- B. Conduct cleaning and disposal operations to comply with Federal, State and local anti-pollution laws.
 - 1. Rubbish and waste materials shall not be burned or buried on project site.
 - 2. Volatile wastes such as mineral spirits, oil or paint thinner shall not be disposed of into storm or sanitary drains.
 - 3. Wastes shall not be disposed of into streams or waterways.

1.03 SUBMITTALS

- A. Manufacturer's recommendations for cleaning specified products.
- B. Proposed cleaning agents for those products whose manufacturers do not recommend a cleaning agent.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Select and use all cleaning materials and equipment with care to avoid scratching, marring, defacing, staining or discoloring surfaces cleaned.

- B. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 GENERAL

- A. Execute cleaning to ensure that the building is maintained free from accumulations of waste materials and rubbish.
- B. Twice weekly, during progress of work, clean work areas and dispose of waste materials, debris and rubbish.
- C. Provide on-site transportable cart containers for collection of waste, materials, debris and rubbish as required.
- D. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- E. Handle materials in a controlled manner with as few handlings as possible. Materials shall not be thrown from heights.

END OF SECTION

SECTION 01 7700

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 USE OF COMPLETED PORTIONS OF THE WORK

- A. Upon completion of the entire work the Owner may take over the buildings for occupancy and occupy and use same thereafter. Furthermore, if any spaces in the buildings are sufficiently completed that they can be occupied and used by the Owner in advance of completion of other unfinished work on the buildings and the Owner's occupancy or use of such spaces would not unduly interfere with the Contractor's subsequent work of the job, the Owner shall be allowed to occupy and use such space or spaces pending completion of the entire work.
- B. It shall be understood however, that the Owner's occupancy or use of such spaces in the buildings shall not constitute the Owner's acceptance of any work or materials nor to relieve the Contractor from his obligations or responsibilities under the contract.
- C. In the event the Owner occupies space or spaces in the buildings pending completion of the entire work as provided, the Contractor shall cooperate with the Owner in making available for the Owner's use such building services as heating, lighting, telephone, etc., for the space or spaces so occupied and if the equipment required to furnish such services not entirely completed at the time the Owner desires to occupy the aforesaid space or spaces the Contractor shall make every effort to complete same as soon as possible to the extent that the necessary equipment can be put into operation or use. In each case where the Owner takes over space in the buildings for occupancy or use, the Owner shall give the Contractor notice in writing of his taking over the space of spaces involved.

1.02 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's inspection.
- B. Provide submittals to Architect that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Apply for and secure an occupancy certificate from the local governing body and submit to the Owner.

1.03 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.04 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:

1. Contract Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other Modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress. Progress payments will not be approved if the Record Documents are not kept current with construction.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 3. Field changes of dimension and detail.
 4. Details not on original Contract Drawings.
- F. Delete Architect title block and seal from all documents.
- G. Submit one (1) set of prints to Architect with claim for final Application for Payment.
- H. The contractor shall provide Record Drawings on disc in current AutoCad format for the entire project.
- I. Contractor must maintain Record Drawings current with the construction process in order to receive monthly progress payments.

1.05 OPERATION AND MAINTENANCE DATA

- A. Submit one (1) set prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring capacity expansion binders with durable plastic covers. Provide an electronic copy on a flash drive as well.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, and logically organized.

1.06 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.

- B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

END OF SECTION

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SECTION 09 6813

CARPET TILE AND VINYL BASE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The Owner will move all loose furnishings and all non-permanent items on the walls.
- B. Removal of the existing carpeting.
- C. All floor preparation.
- D. Carpet tiles, glue down adhesion.
- E. Vinyl base.
- F. Vinyl edging at floor transitions.

1.02 SUBMITTALS

- A. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation and antimicrobial treatment.
- B. Manufacturer's Installation Instructions: Indicate procedures for installing carpet products and accessories.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements antimicrobial treatment criteria.

1.03 MAINTENANCE DATA

- A. Maintenance Data: Provide spot removal, maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning and shampooing.

1.04 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum five (5) years documented experience.
- B. Installer: Company specializing in performing the work of this Section with minimum of five (5) years documented experience and approved by manufacturer.

1.05 FIELD SAMPLES

- A. Provide field sample panel, three tiles wide showing border and adjacent tiles.
- B. Locate where directed.

1.06 ENVIRONMENTAL CONDITIONS AND REQUIREMENTS

- A. The Owner has verified there are areas of the existing concrete slabs that have tested for high humidity.
- B. The Owner will take care of any and all remediation of asbestos containing mastics that may still be remaining.
- C. Store materials for three (3) days prior to installation in area of installation, to achieve temperature stability.
- D. Maintain building design temperatures three days prior to, during, and 24 hours after installation of materials.

1.07 EXTRA MATERIALS

- A. Provide 5% extra stock of carpet tile.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Carpet Tile: Interface Aerial Collection: 25 CM X 100 CM – AE 315; Style #163230AK00; Color 105815 Smike/Iris.

2.02 VINYL BASE

- A. Johnsonite Vinyl Base: 4" vinyl base at the toes of casework. Colors by Owner.
- B. Johnsonite Vinyl Base: 4 ½" vinyl base on walls and sides of casework. Colors by Owner.

2.03 VINYL ACCESSORIES

- A. Vinyl Edge: Johnsonite - EG - XX (color by owner) - H Type
- B. Carpet to VCT: Johnsonite - CTA - XX (color by owner) - A Type
- C. New Carpet Tile to existing Broadloom Carpet: Johnsonite – CTX-XX (Color by Owner)

2.04 ACCESSORIES

- A. Sub-Floor Filler: Type recommended by carpet manufacturer for specific substrate material.
- B. Primers and Adhesives: Provide moisture resistant adhesives as recommended by carpet manufacturer.
- C. Edge Strips: One piece vinyl type, color to match base.
- D. Vinyl Base: Provide specified vinyl base at all carpeted areas.

PART 3 EXECUTION

3.01 INSTALLING SEQUENCING

- A. The Owner will relocate and move all existing furniture and all non-permanent wall mounted items.
- B. The carpeting and base work must be coordinated with the painting of the walls in the classrooms.

3.02 EXAMINATION

- A. It is the responsibility of the installer to verify, before installation that material conforms to owner's specifications, including correct product and color. Labels on each carton contain important information including: product, color, and dye lot. Do not mix dye lots in the same area.
- B. Verify that surfaces are ready to receive work.
- C. Beginning of installation means installer accepts condition of existing surfaces.
- D. Cracks and holes must be patched with an approved patching compound.
- E. It is the responsibility of the installer to verify that adhesives used with carpet tiles are of a compatible type.

3.03 PREPARATION

- A. Remove existing carpeting and scarify floors smooth as required by the carpet manufacturer to prepare floors adequately to receive new carpet tile.
- B. Prepare the existing floor if required to flatten or level the prepared concrete with "Ardex Feather Finish" or leveling material on a unit cost basis per 10# bag to be negotiated with the successful contractor prior to award of the contract.
- C. Provide Ardex fillers at floor transitions of unequal heights.
- D. Prohibit traffic until filler is cured.
- E. Vacuum floor surface.
- F. Feather floors to adjacent floor surfaces for smooth transition.

3.04 INSTALLATION

- A. Install carpet tile and accessories and adhesive in accordance with manufacturers' instructions.
- B. Integrate and blend carpet from different cartons to ensure minimal variation in color match.
- C. Tiles are embossed on the back with arrows showing pile direction. Make sure arrows point in the same direction throughout an installation.

- D. Cut carpet tiles straight. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Carpet shall be installed with full spread (entire floor) of releasable adhesive provided the manufacturer will provide full standard warranty.
- F. Locate change of color or pattern between rooms under door centerline.
- G. Brush pile back and tip individual tiles into place to avoid catching pile in the joint. Frequently check tile joints for proper alignment and firm abutment. Avoid excessively tight joints which will cause tiles to peak or buckle.
- H. Checking Tightness and Establishing Gain Factor: Although tiles are exactly 24"X24" square, there will be slight gain due to joints. Install within manufacturer's tolerances.
- I. Cut Tiles: Fixtures, architectural elements, and perimeters will require tile cutting. Always cut tiles from the back. Always secure cut or partial tiles with releasable adhesive or double sided tape.
- J. Electrical Floor Outlets: Install tile around electrical boxes. Remove trim as required.
- K. Install vinyl base per manufacturer's recommendations at all walls, casework etc. in all areas receiving new carpet tile.

3.05 CLEANING

- A. Discard all removed carpeting and vinyl base.
- B. Remove excess adhesive from surfaces.
- C. Clean and vacuum carpet surfaces.

3.06 PROTECTION OF FINISHED WORK

- A. Do not permit traffic over unprotected floor surface.

3.07 WARRANTY

- A. Provide manufacturer's standard warranty.

END OF SECTION

SECTION 09 9100

PAINTING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The following specifications cover the complete painting and finishing of all surfaces, interior and exterior, as shown on the Drawings and described in the specifications except as otherwise specified. Paint all existing painted surfaces.
- B. Work not included:
 - 1. Copper, bronze, chromium plate, nickel, stainless steel, aluminum, lead and bright metals.
 - 2. Factory applied finishes.
 - 3. Shop painting of structural and miscellaneous iron and steel.
 - 4. Others.
- C. The Painting Contractor shall supply all labor, materials, tools, ladders, scaffolding and equipment necessary for the completion of this work according to the Drawings and Specifications.
- D. The Painting Contractor shall refer to the Bidding Documents that form a part of the Contract and to the alternates that affect the work under this section. Examine the specifications under other divisions and thoroughly familiarize himself with all provisions regarding their painting.
- E. The Painting Contractor is responsible for inspecting the work of others prior to the application of any paint or finishing material. If any surface to be finished cannot be put in proper condition for finishing by customary cleaning, sanding and puttying operations, the Painting Contractor will immediately notify the General Contractor or the Architect in writing; or assume responsibility for and rectify any unsatisfactory finish resulting.
- F. Before proceeding with any painting, the Painting Contractor shall prepare and finish a sample room complete or in part, as directed by the Architect. Finish all areas or items in accordance with the specification and in colors selected by the Architect. The Architect and/or his representative will inspect these areas or items. If such areas or items are not approved, finish other sample room. When approved, they shall serve as a standard for workmanship, appearance and materials approved for similar areas or items throughout this project.

1.02 DEFINITIONS

- A. Conform to ANSI/ASTM D16 for interpretation of terms used in this Section.

1.03 QUALITY ASSURANCE

- A. Product Manufacturer: Company specializing in manufacturing quality paint and finish products with 10 years' experience.
- B. Applicator: Company specializing in commercial painting and finishing with 5 years' experience.

1.04 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for flame/fuel/smoke rating requirements for finishes.
- B. All paint shall be 100% Lead-Free.
- C. All products shall be VOC free.
- D. Based upon the age of the building lead-based paints may exist. The Contractors must comply with OSHA Standard 1926.62 Safety and Health Regulations for Construction that applies to lead based paints.

1.05 SUBMITTALS

- A. Submit product data under provisions of Division 1.
- B. Provide product data on all finishing products.
- C. Submit samples under provisions of Division 1.
- D. Submit color schedule illustrating range of colors and textures available for each surface-finishing product scheduled, for selection by Architect.
- E. Submit manufacturer's application instructions under provisions of Division 1.

1.06 FIELD SAMPLES

- A. Provide samples under provisions of Division 1.
- B. Before proceeding with any painting, prepare and finish a sample room, complete or in part, as directed by the Architect, illustrating coating color, texture, and finish for approval by Architect. When approved this work shall serve as a standard for workmanship, appearance and materials approved for similar areas throughout the project.
- C. Locate where directed.
- D. Accepted sample may remain as part of the Work.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Division 1.
- B. Store and protect products under provisions of Division 1.
- C. Deliver products to site in sealed and labeled containers; inspect to verify acceptance.
- D. Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.
- E. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in well ventilated area, unless required otherwise by manufacturer's instructions.

- F. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 50 degrees F for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is above 50 percent, unless required otherwise by manufacturer's instructions.
- C. Minimum Application Temperatures: 50 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

1.09 EXTRA STOCK

- A. Supply one unopened carton of each color and type of paint used to the Owner.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Standard for this specification: PPG Paints
 - 1. Shawn Faulkner. 312.286.6082. shawn.faulkner@ppg.com
- B. Other acceptable manufacturers offering equivalent products:
 - 1. Sherwin-Williams.
 - 2. Fuller-O-Brien.
 - 3. MAB
- C. Substitutions: Under provisions of Division 1.

2.02 MATERIALS

- A. No attempt will be made to define the physical properties or composition of the painting materials; however, provide manufacturer's "top-of-the-line brands".
- B. Coatings: Ready mixed. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- C. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks or sags.
- D. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality, acceptable to manufacturer.

2.03 FINISHES

- A. Refer to schedule at end of Section for surface finish schedule.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Beginning of installation means acceptance of existing surfaces.

3.02 PREPARATION

- A. Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.
- B. Correct minor defects and clean surfaces which affect work of this Section.
- C. Shellac and seal marks which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Gypsum Board Surfaces: Latex fill minor defects. Spot prime defects after repair.
- F. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Spot prime as required.
- M. Paint Metal Door Frames and Window Frames: Sand smooth.

3.03 PROTECTION

- A. Protect elements surrounding the work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by work of this Section.
- C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
- D. Remove empty paint containers from site.

3.04 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand lightly between coats to achieve required finish.
- F. Allow applied coat to dry before next coat is applied.
- G. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

- H. Prime back surfaces of interior and exterior woodwork with primer paint.
- I. Prime back surfaces of interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.

3.05 CLEANING

- A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- C. Collect cotton waste, cloths, and material, which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.06 SCHEDULE - INTERIOR SURFACES

- A. Existing Concrete and Concrete Block – Painted
 - 1. One coat primer compatible with existing base coat of paint and new topcoat
 - 2. Two coats PPG Speedhide Interior Latex Eggshell 6-411 Series
- B. Existing Steel
 - 1. Same as above except sand existing steel, spot prime before applying paint.
 - 2. Two coats PPG Pitt-Tech DTM Satin 90-474 Series
 - 3. Apply one coat of PPG Pitt-Tech DTM Primer 90-712 Series to all galvanized metal prior to above applications.
- C. Existing Plaster and Gypsum Board
 - 1. Patch all holes, gouges, etc. and spot prime prior to painting.
 - 2. One coat PPG Speedhide Interior Latex Sealer Quick-Drying 6-2. Use PPG Perma-Crete Alkali Resistant Primer 4-603xi PermaCrete Alkali for new plaster.
 - 3. Two coats PPG Speedhide Interior Latex Eggshell 6-411 Series
 - 4. All cemented and taped joints shall be spot primed with PPG Speedhide Interior Latex Sealer Quick-Drying 6-2 before proceeding with the above specifications
 - 5. All ceilings and soffits shall be flat, PPG Speedhide Interior Latex Flat 6-70 Series
 - 6. All walls and ceilings in toilet rooms shall be semi-gloss, PPG Speedhide Interior Latex Semi-Gloss 6-500 Series
- D. Existing Ceramic Tile
 - 1. One coat of etching primer as recommended by the paint manufacturer.
 - 2. Two coats PPG Speedhide Interior Latex Eggshell 6-411 Series

3.09 SCHEDULE

- A. The Architect will select and/or approve colors and determine the number of colors to be used on the job.
- B. Each room shall have up to two different colors for the walls. The Contractor shall include costs for such in their bid.
- C. Refer to Room Finish Schedule on the Drawings.

END OF SECTION