

**Project Manual – Book 1 of 2**

**Bidding Documents, Contract Documents, Division 01,  
Divisions 02 through 10 - Architectural, Structural, and Site**



**BELLEVUE**  
INDEPENDENT SCHOOLS

**BEN FLORA GYM  
RESTROOM AND LOCKER ROOM RENOVATION**

**1 TIGER LANE  
Bellevue, Kentucky 41073**

**BELLEVUE INDEPENDENT BOARD OF EDUCATION**

**Ms. Misty Middleton, Superintendent**



KLH Engineers, P.S.C.

Mechanical / Electrical Engineers

GOP Limited

Structural Engineers

September 27, 2023

REH #372-522 / BG #24-058

TABLE OF CONTENTS  
BOOK 1 OF 2

<u>BIDDING DOCUMENTS</u>	<u>PAGES</u>
Advertisement for Bids	1 – 1
 <u>CONTRACT DOCUMENTS</u>	
 <u>Instructions to Bidders</u>	
Sample Instructions to Bidders (AIA A701, 1997) – KDE Version	1 – 9
Supplementary Instructions to Bidders	1 – 6
 <u>Form of Proposal with Attachments</u>	
KDE Form of Proposal (2013)	1 – 13
Certificate of Corporate Principal	1 – 1
Required Affidavit for Bidders Claiming Resident Bidders Status	1 – 1
Conflict of Interest Statement	1 – 1
Prohibition against Gratuities and Kickbacks	1 – 1
Sample Bid Bond (AIA A310, 2010)	1 – 1
 <u>Owner-Contractor Agreement and Bonds</u>	
Sample Owner-Contractor Agreement (AIA A101, 2007) – KDE Version	1 – 10
Sample Performance Bond and Payment Bond (AIA 312, 2010) – KDE Version	1 – 8
 <u>General and Supplementary Conditions</u>	
Sample General Conditions (AIA A201, 2007) – KDE Version	1 – 41
Supplementary Conditions to General Conditions (AIA A201, 2007) – KDE Version	1 – 8
 <u>Certificates of Insurance</u>	
Sample Acord Certificate of Insurance (25) - 2017	1 – 1
Supplemental Attachment for Acord Certificate of Insurance 25 (AIA G-715, 2017)	1 – 2
Supplemental Attachment #2 for Acord Certificate	1 – 1
 <u>FOR REFERENCE ONLY</u>	
Hazardous Materials – Air Source Technology, Inc. Asbestos Report dated 9/7/23	
 <u>CONTRACT DOCUMENTS</u>	
 <u>Division 01 – General Requirements</u>	
011000 Summary	1 – 6
012100 Allowances	1 – 3
012200 Unit Prices	1 – 1
012300 Alternates	1 – 2
012500 Substitution Procedures	1 – 3
012600 Contract Modification Procedures	1 – 3
012900 Payment Procedures	1 – 5
013100 Project Management and Coordination	1 – 10
013200 Construction Progress Documentation	1 – 7
013233 Photographic Documentation	1 – 2
013300 Submittal Procedures	1 – 10
014000 Quality Requirements	1 – 10
014200 References	1 – 2

Bellevue Independent Schools  
 Ben Flora Gym- Restroom and Locker Room Renovation

015000	Temporary Facilities and Controls	1 – 10
016000	Product Requirements	1 – 5
017300	Execution	1 – 8
017419	Construction Waste Management and Disposal	1 – 4
017700	Closeout Procedures	1 – 6
017823	Operation and Maintenance Data	1 – 8
017839	Project Record Documents	1 – 4
017900	Demonstration and Training	1 – 6

Division 02 – Existing Conditions

024119	Selective Structure Demolition	1 – 6
--------	--------------------------------	-------

Division 03 – Concrete

033000	Cast-in-Place Concrete	1 – 9
035416	Hydraulic Cement Underlayment	1 – 3

Division 04 – Masonry

042000	Unit Masonry	1 – 10
--------	--------------	--------

Division 07 – Thermal and Moisture Protection

075323	Ethylene-Propylene-Diene-Monomer (EPDM) Roofing	1 – 7
079200	Joint Sealants	1 – 6

Division 08 – Openings

081113	Hollow Metal Doors and Frames	1 – 9
087100	Door Hardware	1 – 20
088000	Glazing	1 – 4

Division 09 – Finishes

092216	Non-Structural Metal Framing	1 – 3
092900	Gypsum Board	1 – 4
093000	Tiling	1 – 6
095000	Acoustical Ceilings	1 – 6
096723	Resinous Flooring	1 – 8
099100	Painting	1 – 7

Division 10 – Specialties

101100	Visual Display Surfaces	1 – 6
101423	Panel Signage	1 – 3
102113.19	Plastic Toilet Compartments	1 – 5
102800	Toilet, Bath, and Laundry Accessories	1 – 4
105113	Metal Athletic Sport Lockers	1 – 4

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

ADVERTISEMENT FOR BIDS

Sealed Bids for furnishing all materials, equipment and labor necessary to complete the Project

Ben Flora Gym  
Restroom and Locker Room Renovation

will be received by the Owner, Bellevue Independent Schools, at 219 Center Street, Bellevue, Kentucky 41073 until 10:00 a.m. prevailing time, October 19, 2023, according to the clock designated by the Owner at bid receipt location. Bids will be publicly opened and read aloud.

With deposit of \$100 for each set, Bidders submitting Bids directly to the Owner may obtain two sets of the Bidding Documents beginning September 29, 2023, from the office of Robert Ehmet Hayes & Associates, PLLC, Architects, 2512 Dixie Highway, Fort Mitchell, Kentucky, 41017. Checks shall be made payable to Bellevue Independent Schools.

All Sub-Bidders may view Bidding Documents at the locations listed in the Supplementary Instructions to Bidders or purchase them from ARC (513-326-2300). No Bidding Documents will be mailed or packaged for pick up.

Bidders must deposit with their Bids security in the amount, form, and subject to, the conditions provided in the Bidding and Contract Documents. Successful Bidder will be required to furnish a Performance Bond and Payment Bond in accordance with the Bidding and Contract Documents.

A pre-bid meeting will be held on October 10, 2023 at 1:00 pm on site at Ben Flora Gym.

Bellevue Independent Board of Education

By: Ms. Misty Middleton, Superintendent

# Kentucky Department of Education Version of AIA Document A701™ – 1997

## Instructions to Bidders

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

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

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

### TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
- 9 PUBLIC WORKS ACT [Reference: KRS 337.505 to 337.550]
- 10 TAXES
- 11 POST BID REVIEW AND MATERIAL SUBMITTAL
- 12 EQUAL EMPLOYMENT AND NONDISCRIMINATION
- 13 CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION  
[Reference KRS 45A.455]
- 14 KENTUCKY FAIRNESS IN CONSTRUCTION ACT OF 2007 [Reference KRS 371.400 to 371.425]
- 15 KENTUCKY PREFERENCE LAW [Reference KRS 45A.490 to 45A.494]



This version of AIA Document A701–1997 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A701 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A701–1997 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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

## **ARTICLE 1 DEFINITIONS**

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201™, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Form of Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids. The Base Bid shall include all labor, material, bonds, and the cost of all direct purchase orders for material to be purchased by the Owner

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

1. The submission of a Bid will be construed as evidence that a site visit and examination of local conditions have been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made will not be recognized.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 Copies**

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

### **§ 3.1.2 (Not Used)**

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### § 3.2 Interpretation or Correction of Bidding Documents

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect and Construction Manager (if utilized) errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect and Construction Manager (if utilized) at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to all who are known by the Architect and Construction Manager (if utilized) to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the Form of Proposal shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Form of Proposal nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid greater than \$25,000 shall be accompanied by bid security in the form of a Bond provided by a Surety Company authorized to do business in the Commonwealth of Kentucky, or in the form of a certified check, and in an amount equal to at least five percent (5%) of the Base Bid amount, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payments of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

#### § 4.3 Submission of Bids

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids as indicated in the Advertisement or Invitation to Bid or any extensions thereof made by Addendum. Bids received after the closing time and date for receipt and opening of Bids will be rejected and returned to the Bidder unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud.

### § 5.2 Rejection of Bids

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

### § 5.3 Acceptance of Bid (Award) [Reference: KRS 45A.365]

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Qualification Statement

§ 6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.1.2 In determining the qualifications and responsibilities of the Bidder, the Owner shall take into consideration the Bidder's skill, experience, facility, previous work standing, financial standing, capacity and ability to handle work in addition to that in progress, and quality and efficiency of construction plant and equipment proposed to be used on the project.

### § 6.2 (Not Used)

### § 6.3 Submittals

§ 6.3.1 Each Bidder shall submit as part of the Form of Proposal a list of subcontractors proposed for each major branch of work itemized and described in the specifications for the Project. The Bidder's listing of a subcontractor for a work category certifies that the subcontractor has in current employment, skilled staff and necessary equipment to complete that category. The Architect and Construction Manager (if utilized) will evaluate the ability of all listed subcontractors to complete the work and notify the Owner. Listing of the Bidder as the subcontractor may invalidate the Bid should the Architect's and Construction Manager's (if utilized) review indicate the bidder does not have skilled staff and equipment to complete the work category at the time the Bid was submitted.

- .1 Changing subcontractors from those listed with the Form of Proposal is prohibited unless the bidder provides grounds for such a change that are consistent with provisions of the Instructions to Bidders. Said change shall be accompanied by a written explanation from the Bidder as well as a written release from the listed subcontractor. All letters shall be on original company stationery with original signatures from an officer in the company legally approved to act for the company. An unjustifiable change of subcontractors may invalidate the Bid. Any change to a proposed person or entity shall be addressed as noted in Section 6.3.3 of these Instructions to Bidders

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

**§ 6.4 List of Materials, Suppliers, and Manufacturers**

§ 6.4.1 Each Bidder shall submit a complete list of materials/equipment with supplier's and manufacturer's name in the form and manner indicated on the Form of Proposal and in compliance with materials and equipment specified.

§ 6.4.2 In addition to the list furnished with the Form of Proposal, the successful Bidder thereafter known as the Contractor, may be requested within thirty (30) calendar days after award of contract to furnish to the Architect and Construction Manager (if utilized) a more detailed and complete list of the materials and equipment, together with the manufacturer's or maker's name, brand and/or catalogue number, and product data or illustration thereof.

§ 6.4.3 Prior to the award of contract, the Architect and Construction Manager (if utilized) will make a preliminary check of the lists included with the Form of Proposal and advise the Bidder and the Owner of the acceptance thereof, and of such other actions as may be necessary in order to meet the requirements of the contract specifications. Should it develop that any of the materials or equipment named in the list do not meet the requirements of the project specifications, the Bidder shall be required to offer to the Owner other materials or equipment in compliance with the specifications at no change in contract price. Preliminary review and acceptance of the above list shall not relieve the Contractor of furnishing equipment and materials in accordance with the specifications.

§ 6.4.4 Written approval shall be obtained from the Architect regarding any material/equipment, supplier, and manufacturer substitution. Substitutions are permitted in the following instance:

- .1 Failure to comply with contract requirements;
- .2 Failure of the supplier or manufacturer to meet delivery schedules or other conditions of the contract;
- .3 Written release by the supplier or manufacturer.

§ 6.4.5 The Owner reserves the right to reject the bid of any Bidder who fails to furnish the information required under Sections 6.3 and 6.4.

**§ 6.5 Unit Prices**

§ 6.5.1 Each Bidder shall submit as part of the Bid a list of unit prices as designated on the Form of Proposal.

§ 6.5.2 Unit prices are for changing or adjusting the scope or quantity of work from that indicated by the contract drawings and specifications.

§ 6.5.3 Unit prices shall include all labor, materials, equipment, appliances, supplies, overhead and profit.

§ 6.5.4 Only a single unit price per item shall be given and it shall apply for either more or less work than indicated or specified in the contract documents. In the event the contract is adjusted by unit prices, a change order shall be issued for the change and for the increased or decreased amount.

§ 6.5.5 Unit prices listed by the Bidder and accepted by the Owner shall apply to all phases of work whether the work is performed by the Bidder or by the Bidder's (Contractor's) subcontractors.

§ 6.5.6 For unit prices that apply to a lump sum Base Bid, the Owner reserves the right, prior to an award of contract, to negotiate, adjust and/or reject any price that is determined by the Architect, Construction Manager, or Owner to be excessive or unreasonable in amount.

§ 6.5.7 On line item total sum bids where Bidders are quoting firm unit prices for estimated quantities of units of work, the unit price is the Bid and is not subject to change, either by the Bidder or Owner. The Owner reserves the right to correct mathematical errors in extensions and additions by the Bidder. The Owner's corrected bid sum total shall take preference over the Bidder's computed bid sum total.

**§ 6.6 Bid Division, Material Suppliers, and Purchase Orders**

§ 6.6.1 This Section applies to projects with or without Bid Division (Multiple Prime Contracts), and those Projects that provide for direct purchase by the Owner of materials and equipment from Material Suppliers.

**§ 6.6.2** For Projects with Bid Division: General Construction and Concrete, Masonry, Plumbing, HVAC and Electrical Contractors shall provide with their Bid a breakdown of major material items (excluding sales tax). This breakdown shall include description of the item, name of the manufacturer, name of the supplier, and the amount of the supplier's quote. The Owner will issue Purchase Orders direct to the suppliers for these materials. The following shall be provided:

- .1 Within four (4) days from the Bid Date, the low Bidder shall furnish to the Owner the list of material suppliers of the items listed on the bid breakdown, with authorization given to the Contractor to quote the materials listed and that the Supplier will furnish the listed materials to the Owner under the Owner's standard Purchase Order for the amount stated on the Contractor's bid breakdown. Failure of any Contractor to provide this written list of material suppliers with authorization will cause forfeiture of the bid security.
- .2 The Contractor shall also guarantee to the Owner that materials listed in the breakdown to be purchased directly by the Owner shall comply with requirements of the Contract Documents and that the quantity of such material is sufficient to complete the Bid Division. The Performance and Payment Bonds required of the Contractor shall be in the combined amount of the materials designated in its bid to be acquired by Purchase Order by the Owner and all remaining items of cost in the respective Bid Division. Contractor shall provide an invoice from the supplier to the Owner with Contractor's Application for Payment.
- .3 Material Suppliers will be paid the full amount of their invoices. Retainage that would otherwise be withheld from invoices submitted by and paid to a material supplier shall be withheld from the approved payment request of the Contractor. Refer to General Conditions for further requirements regarding retainage.
  - .a Lockers, Library, Kitchen, Shop, Technology, Science or other major equipment bid divisions shall provide with their Bid a breakout price for the material portions of the Bid (excluding sales tax). Award of contract will be based on the lump sum price of the accepted Bid that includes labor and materials. The Owner will issue a Purchase Order for the material and a contract for the labor and incidental materials. Retainage will be held on both the Purchase Order and the Contract in accordance with the General Conditions.
  - .b The language of the Bid Divisions is designed to outline and define the work in general to be included in a particular Bid Division and to prevent overlapping and conflicting requirements within other Bid Divisions. No Bidder shall use the omission of any item from this language as a basis for a claim for additional cost when such item is specified or indicated to be part of a complete and workable system.
  - .c It is the responsibility of the Bidder to determine which Bid Division or combination of Bid Divisions the Bidder desires to Bid.

**§ 6.6.3** For Projects without Bid Division but with direct purchase by the Owner of materials and equipment from Material Suppliers, Contractors shall comply with paragraph 6.6.2 above as applicable to the Project. The Owner will issue Purchase Orders direct to the suppliers for these materials. Award of contract will be based on the lump sum price of the accepted bid that includes labor and materials. Retainage will be held on both the Purchase Orders and the Contract(s) in accordance with the General Conditions.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** Unless stipulated otherwise in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be executed by a surety company authorized to do business in Kentucky.

**§ 7.1.2** The cost of such bonds shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

### **§ 7.2 Time of Delivery and Form of Bonds**

**§ 7.2.1** The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

**§ 7.2.2** Unless otherwise provided, the bonds shall be written on AIA Document A312™-2010, Performance Bond and Payment Bond — KDE Version. Both bonds shall be written in the amount of the Contract Sum, being the total of the Base Bid, as described in Section 1.5 herein, and all Alternates accepted by the Owner.

**§ 7.2.3** The bonds shall be dated on or after the date of the Contract.

**§ 7.2.4** The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101™-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version, except for those Projects utilizing a Construction Manager the Agreement will be written on AIA Document A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition — KDE Version. Owner-Contractor Agreements shall be valid only after written notice by the Kentucky Department of Education that the proposed Agreements are approved.

## **ARTICLE 9 PUBLIC WORKS ACT [Reference: KRS 337.505 to 337.550]**

### **§ 9.1 Labor Regulations**

**§ 9.1.1** Work shall be performed in compliance with applicable provisions of the Kentucky Prevailing Wage Act on Public Works Projects, KRS 337.505 through KRS 337.550.

**§ 9.1.2** Prevailing wage rates, included with the Bidding Documents, shall be paid on this Project if required under Section 10.1.1. The stipulated wage rates represent prevailing minimum wage rates of pay allowable and shall not be construed to mean that higher rates may not have to be paid in order to secure labor.

**§ 9.1.3** Any Bidder and/or subcontract bidder in violation of any wage or work act provision (KRS 337.510 to KRS 337.550) and under citation by the Kentucky Department of Labor is prohibited by KRS 337.990 from bidding on or working on any and all public works contracts either in their name or in the name of any other company, firm, or other entity in which there is vested interest. No Bid shall be submitted by a prime Bidder or sub-bidder in violation of KRS Chapter 337. The responsibility of the qualifications of the sub-contract Bidder is solely that of the prime Bidder. The rejection of the subcontract Bidder and resubmittal of a qualified subcontract Bidder shall be addressed per the provisions of these Instructions to Bidders relating to subcontract Bidders (subcontractors) and materials.

### **§ 9.2 Davis-Bacon Act Provisions**

Projects funded with Federal Funds shall comply with the Davis-Bacon Act (Subchapter IV of Chapter 31 of the Title 40 of the United States Code). Where the amount received from federal revenue sharing is less than 25 percent of the estimated total construction cost of a public school project, state law and not the federal applies to the wage rate and the prevailing wage scale to be used for the project (OAG 74-329). Refer to Supplementary Conditions for direction regarding application of federal rates, if included in the bidding documents, to this project. In the event both state and federal wage rates apply, the higher of the two rates shall be used to determine labor costs.

## **ARTICLE 10 TAXES**

### **§ 10.1 Kentucky Sales and/or Use Tax [Reference KRS 139.495(1)]**

Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax, unless provisions are clearly noted in the bidding documents for the direct purchase of certain materials and equipment by the Owner. Materials and equipment which are to be submitted for direct purchase are as noted by the Architect or Construction Manager in the Form of Proposal and shall be limited to forty (40) items with a minimum price of \$5,000 each. All other materials and equipment shall be included in the Contract Price and are subject to Kentucky Sales and/or Use Taxes. Current Sales and/or Use Tax shall be provided for and included in the bid amount as no adjustment will be permitted nor made after the receipt of bids.

### **§ 10.2 Federal Excise Tax**

The Commonwealth of Kentucky and its political subdivisions are exempt from Federal Excise Tax.

## **ARTICLE 11 POST BID REVIEW AND MATERIAL SUBMITTAL**

### **§ 11.1 Representative at Bid Opening**

**§ 11.1.1** Each prime Bidder shall have an authorized representative at the bid opening for submittal of the list of materials and equipment, and the post bid review which follows immediately after the opening and reading of bids.

**§ 11.1.2** Following the opening of bids, the three (3) apparent low Bidders shall remain for a post-bid review, and shall submit a completed list of materials, equipment and suppliers within one (1) hour from the close of the reading of the bids. The list of materials and equipment shall be the listing contained in the Form of Proposal.

§ 11.1.3 The post bid review, open to all bidders, will be conducted jointly with representatives of the Architect and Construction Manager (if utilized), Owner, and apparent low Bidder. Preliminary review will be directed toward Bidder's qualifications, list of subcontractors, list of materials and equipment, and unit prices.

**ARTICLE 12 EQUAL EMPLOYMENT AND NONDISCRIMINATION**

The Commonwealth of Kentucky and its political subdivisions are committed to equal job opportunities on public contracts and prohibited from discrimination based on race, creed, color, sex, age, religion, or national origin.

**ARTICLE 13 CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION [Reference KRS 45A.455]**

Conflict of Interest, Gratuities, Kickbacks, and Use of Confidential Information as described in KRS 45A.455 are expressly prohibited. Penalties for any violation under this statute are located in KRS 45A.990.

**ARTICLE 14 KENTUCKY FAIRNESS IN CONSTRUCTION ACT OF 2007 [Reference KRS 371.400 to 371.425]**

Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the Kentucky Fairness in Construction Act of 2007 as it relates to the right to litigate, the right to delay damages against the Owner, the right to file a mechanic's lien, prompt payment by Owners, amount of retainage that can be withheld and other provisions of the Act.

**ARTICLE 15 KENTUCKY PREFERENCE LAW [Reference KRS 45A.490 to 45A.494]**

§ 15.1 Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the reciprocal preference for Kentucky Preference for Resident Bidders law, KRS 45A.490 to KRS 45A.494. Reciprocal preference shall be given by public agencies to resident bidders.

§ 15.2 The Kentucky Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this Section shall be given.

§ 15.3 The reciprocal preference as described in KRS 45A.490 to KRS 45A.494 above shall be applied in accordance with Kentucky Administrative Regulation 200 KAR 5:400.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify the KDE Version of Instructions to Bidders AIA A701, 1997. Where a portion of this document is modified or deleted by these Supplementary Instructions to Bidders, the unaltered provisions shall remain in effect.

ARTICLE 2 -- BIDDER'S REPRESENTATIONS

2.1.3 Add: If there is no Pre-Bid meeting, Bidder shall visit the Project site and view existing conditions in detail prior to submission of Bid. Contact Jim Hicks, Director of Operations, at Bellevue Independent Schools (859-261-2108) to establish details.

Add 2.1.5 Bidders shall include in Bid all costs for services associated with any Owner direct purchased materials, energy rebates, and grants or loans that may accrue to the Owner.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 Copies

3.1.1: Add: Deposits will be returned to Non-Bidders who return Bidding Documents in good condition one (1) week prior to due date of Bids. Bidding information and documents may be viewed at:

Robert Ehmet Hayes & Associates, PLLC, Architects  
2512 Dixie Highway  
Fort Mitchell, Kentucky 41017-3094 (859-331-3121); Inholden@reharchitects.com

Dodge McGraw Hill  
[www.construction.com/projectcenter/](http://www.construction.com/projectcenter/)

Allied Construction Industries  
3 Kovach Drive  
Lockland, Ohio 45215 (513-221-8020)

Builders Exchange  
2399 Meadow Drive  
Louisville, Kentucky 40218-1372 (502-459-9800)

ARC Reprographics  
4219 Malsbury Road  
Cincinnati, Ohio 45242 (513-326-2300)

3.1.3: Add: Bidder is responsible for checking pages of Project Manual(s) and Drawings against indices of both to insure totality of his set(s). While partial sets of the Bid Documents may be purchased, Bidder shall review a complete set to ensure that his Bid is based on all requirements of the Bidding and Contract Documents. If such Documents are distributed electronically, the same applies.

ARTICLE 4 -- BIDDING PROCEDURES

4.1 Preparation of Bids

4.1.1: Add: Bids shall be submitted on original form only by removing Form of Proposal from Project Manual and completing it for submission to the Owner.

4.1.5: Add: Absence of any entry will be assumed to indicate no price change.

Add: 4.1.8 If an accepted Alternate changes the Subcontractor or Manufacturer for a particular branch of work, Bidder shall indicate the change on the Form of Proposal.

Add: 4.1.9: Descriptions of Alternates on Form of Proposal and in Section 012300 "Alternates" are for identification of Alternates only and do not define the total scope of work for each Alternate. Total scope of work is defined in the Bidding and Contract Documents.

4.2 Bid Security

4.2.1: Change \$25,000 to \$100,000. Add: Bid Security shall be made payable to the Owner, as stipulated in the KDE Version of the Instructions to Bidders, and include Additive Alternate Bids, if any. If the Bid Security is in the form of a Bid Bond the original only shall be submitted; no copies are necessary.

4.4 Modification or Withdrawal of Bid

4.4.1: Add: Stipulated time period before bids may be withdrawn from the date of receipt of Bids is sixty (60) days for Base Bid and Alternate Bids.

ARTICLE 5 -- CONSIDERATION OF BIDS

5.2 Rejection of Bids

Add: Each Bidder agrees to waive any claim it has or may have against the Owner, the Architect, the Architect's Consultants, and their respective employees, arising out of or in connection with the administration, evaluation, recommendation, or award of any Bid.

5.3 Acceptance of Bid (Award) [Reference: KRS 45A.365]

Add: 5.3.1 Notice of Preference for Kentucky Residents

A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies and providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

As used in this provision, "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and "Public agency" has the same meaning as in KRS 61.805.

Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a "Resident Bidder" of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

As used in this provision, a Resident Bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding: (a) is authorized to transact business in the Commonwealth; and (b) has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, and made payments to the Kentucky workers' compensation policy in effect.

A non-resident bidder is an individual, partnership, association, corporation, or other business entity that does not meet all the requirements of a Resident Bidder.

If a procurement determination results in a tie between a Resident Bidder and a non-resident bidder, preference shall be given to the Resident Bidder. This section shall apply to all contracts funded or controlled in whole or in part by a public agency. The preference for Resident Bidders shall not be given if the preference conflicts with federal law.

5.3.1: In Line 1, delete "lowest qualified bidder" and substitute "lowest and/or best bid as determined by the Owner in accordance with KRS 45A.490 – 45A.494 and KRS 160.303". In the second sentence add "and/or defects" after "irregularities".

Add: 5.3.2 Bidder claiming to be a "Resident Bidder" shall so indicate conspicuously in printed capital letters below the signature line of Form of Proposal. If the Bidder is not headquartered in Kentucky and claims to be a "Resident Bidder", he must include the required documentation with his Form of Proposal.

## ARTICLE 6 -- POST BID INFORMATION

### 6.1 Contractor's Qualification Statement

Add: The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the Work in a prompt and efficient manner per the Contract Documents. The right is reserved to reject any Bid where an investigation and evaluation of the Bidder's qualifications would give reasonable belief that the Bidder could not perform prompt and efficient completion of the Work per the Contract.

Add: After the opening of Bids, the Owner will review all Bids for responsiveness to the Bidding and Contract Documents. The Owner retains the right to consider any Bid as non-responsive based solely on its judgment that the Bid does not satisfactorily meet the criteria of the Bidding and Contract Documents of the Owner. The Owner may contact and evaluate the Bidders' and Subcontractors' references, contact any Bidder to clarify any response, contact any current users of a Bidder's services, solicit information from any available source concerning any aspect of the Bid, and seek and review any other information deemed pertinent to the evaluation process.

The Evaluation Team may contact and evaluate the Bidders' and Subcontractors' references, contact any Bidder to clarify any response, contact any current users of a Bidder's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

During the evaluation the team members will consider and score the Proposals based upon the following criteria:

1. Base Bid and Alternate Bid amounts (55 points)
2. Organization stability and history (10 points)
3. Experience and past performance with Kentucky public school projects under Commonwealth of Kentucky 702-KAR 4:160 Capital Construction Process (10 points)
4. Experience of designated project manager and project superintendent for this project (5 points)

5. Percentage of work by Contractor's forces versus Subcontractors' forces, project within budget, and timely project closeout (5 points)
6. Adherence to construction schedule, budget, expediting subcontractors and suppliers (15 points)

6.5 Unit Prices

6.5.3: Add: ..., installation, delivery, taxes and insurance. The following are already included in the Instructions to Bidders: labor, materials, equipment, appliances, supplies, overhead and profit.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1 Bond Requirements

7.1.1: Add: Bidder shall include in his Bid costs for furnishing a Performance Bond and Payment Bond acceptable to the Owner, executed by a surety company duly authorized to do business in the Commonwealth of Kentucky, with a Treasury listed A.M. Best Rating of A- or better, in an amount of one hundred percent (100%) of the Contract Amount (as it may be increased) as security for the faithful performance of the Contract and as security for the payment of all persons performing labor and furnishing materials in connection with this Contract. Premiums due for any endorsements to include terrorism shall be included in Contractor's Bid. If there are any items purchased directly by the Owner, the Contractor shall include that cost in the Bonds.

7.2 Time of Delivery and Form of Bonds

7.2.2: Add: Three originally signed Performance Bonds and Payment Bonds will be required of the successful Bidder. Bidder is advised that the Kentucky Department of Education has its own forms for these bonds. Samples are included in Bid Documents. These forms must be purchased online (<https://contracts.aia.org>)

7.2.4: Add: The agent of the surety must exhibit certificate of license showing legal right of the surety to do business within the Commonwealth of Kentucky.

ARTICLE 9 – PUBLIC WORKS ACT

9.1 Labor Regulations

Delete this article in its entirety.

9.2 Davis-Bacon Act Provisions

Change to read as follows:

“9.2 Davis-Bacon Act Provisions

Projects funded with Federal Funds shall comply with the Davis-Bacon Act (Subchapter IV of Chapter 31 of the Title 40 of the United States Code). Refer to Supplementary Conditions for direction regarding application of federal rates to this project.”

**This project is being funded with federal funds, therefore Davis-Bacon Prevailing Wage Rates will apply.** Information regarding the Davis-Bacon Act can be found at the following websites:

Davis-Bacon and Related Acts U.S. Department of Labor:  
<https://www.dol.gov/agencies/whd/government-contracts/construction>

Davis Bacon Compliance Principles:  
[https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/DavisBaconAct\\_GroupB\\_2011b.pdf](https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/DavisBaconAct_GroupB_2011b.pdf)

Wage Determinations Online:  
<https://beta.sam.gov/>

The Contractor is required to submit weekly certified payroll reports, apprenticeship requirements, and any other requirements as established by the Davis-Bacon Act provisions. Information should be submitted on a monthly basis directly to Kelsey Wright, Finance, ([Kelsey.wright@bellevue.kyschools.us](mailto:Kelsey.wright@bellevue.kyschools.us)) 859-341-2473.

#### ARTICLE 11 - POST BID REVIEW AND MATERIAL SUBMITTAL

##### 11.1 Representative at Bid Openings

11.1.2: Add at the beginning of the first sentence "If requested by the Owner". Change "the three apparent low bidders", to "the two apparent lowest bidders".

#### ARTICLE 12 - EQUAL EMPLOYMENT AND NON-DISCRIMINATION

##### 12.1 General Policy

Add: 12.1.2: The Owner, an Equal Employment Opportunity and Affirmative Action Employer, has adopted the Model Procurement Regulations and they shall be deemed incorporated by reference in these Bidding and Contract Documents as though fully quoted herein. In the event of any conflict between these documents and the Model Procurement Regulations, the Regulations shall govern.

Add: 12.1.3: Non-Discrimination During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Contractor shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

(3) The Contractor shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations,

advertisements and employment practices it shall perform.

ARTICLE 13 - CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION (KRS 45A.455)

Add: "Prohibition Against Conflicts of Interest, Gratuities and Kickbacks"

Any employee or any official of the Owner, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Owner shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed Five Thousand Dollars (\$5,000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement, or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Owner, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed Five Thousand Dollars (\$5,000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Note: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a \$5,000 fine or one (1) year imprisonment or both on conviction.

Bidder shall execute and attach to his Form of Proposal the "Conflict of Interest" certification bound into the Project Manual after the Form of Proposal.

Add: ARTICLE 16 - AFFIDAVIT OF ASSURANCES OF WORKER'S COMPENSATION AND UNEMPLOYMENT INSURANCE

16.1 The successful Bidder will be required by the governing building department to assure by affidavit that the Contractor and all Subcontractors employed, or that will be employed under the provisions of the Contract, will be in compliance with Kentucky requirements for workers' compensation insurance according to KRS Chapter 342 and unemployment insurance according to KRS Chapter 341.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS



**Alternate Bids to this document.**

**LIST OF PROPOSED SUBCONTRACTORS:**

List on the lines below each major branch of work and the subcontractor involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The architect/engineer will evaluate the ability of all listed subcontractors to complete the work and notify the owner. Listing of the bidder as the subcontractor may invalidate the bid should the architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

**The bidder shall submit the list of subcontractors with the bid.**

	<b>BRANCH OF WORK</b> (to be filled out by the Architect)	<b>SUBCONTRACTOR</b> (to be filled out by the contractor)
1.	Demolition	
2.	Masonry	
3.	Hollow Metal Doors/Frames	
4.	Door Hardware	
5.	Acoustical Panel Ceilings	
6.	Resinous Flooring	
7.	Tiling	
8.	Toilet Partitions	
9.	Lockers	
10.	Roofing	
11.	Painting	
12.	Plumbing	
13.	Pipe	
14.	Insulation	
15.	Recirculation Pumps Balancing	
16.	Mechanical/HVAC	

---

17.	Sheet Metal Work	
18.	Insulation	
19.	Temperature Controls	
20.	Balancing Contractor	
21.	Electrical	
22.	Fire Alarm System	
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		
31.		
32.		
33.		
34.		
35.		
36.		
37.		
38.		
39.		
40.		
41.		

42.		
43.		
44.		
45.		
46.		
47.		
48.		
49.		
50.		

**LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:**

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

**The bidders shall submit the list of suppliers and manufacturers within two (2) hours of receipt of Bids.**

	<b><u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u></b> (to be filled out by the Architect or Contractor)	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>MANUFACTURER</u></b> (to be filled out by the Contractor)
1.	Concrete Masonry Units		
2.	Hollow Metal Doors/Frames		
3.	Hardware (Locksets)		
4.	Acoustical Panel Ceilings		
5.	Resinous Flooring		
6.	Toilet Partitions		
7.	Tile		
8.	Lockers		
9.	Paint		

10.	Visual Display Boards		
11.	Plumbing		
12.	Plumbing Fixtures		
13.	Plumbing Insulation		
14.	Valves		
15.	Floor Drains		
16.	Electric Water Cooler		
17.	Cleanouts and Carriers		
18.	Lavatories		
19.	Sinks		
20.	Water Heaters		
22.	Recirculation Pumps		
23.	HVAC/Mechanical		
24.	Grilles, Registers, and Diffusers		
25.	Ductwork		
26.	Insulation		
27.	Packaged Air to Air Energy Recovery Units		
28.	Wall Heaters		
29.	Electrical		
30.	Safety Switches/Motor Starters		
31.	Conduit		
32.	Wire		
33.	Wiring Devices		
34.	Light Fixtures		
35.	Panelboards		




**UNIT PRICES:**

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work and are further defined in the Instructions to Bidders and Supplementary Instructions to Bidder.

**A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document.**

**The bidder shall submit the list of unit prices within two (2) hours of receipt of the Bid.**

	<u><b>WORK</b></u> (to be filled out by the Architect)	<u><b>PRICE / UNIT</b></u> (to be filled out by the Contractor)	<u><b>UNIT</b></u> (to be filled out by the Contractor)
1.	Provide a unit price per linear foot 12" x 12" sheet metal ductwork.		
2.	Provide a unit price for one (1) hour of training associated with panel boards, starters, etc.		
3.	Provide a unit price for one (1) new 20A circuit breaker, 100 feet of ¾" EMT. (3) #12 and an outlet box with receptacle.		
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			

14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			
33.			
34.			
35.			
36.			
37.			
38.			

39.			
40.			

**DIRECT MATERIAL PURCHASES:**

Indicate on the lines below those materials to be purchased directly by the Owner with a Purchase Order to be issued by the Owner to the individual suppliers. The value of the direct Purchase Order cannot be less than \$5,000. Following the approval of bids, the Contractor shall formalize this list by completing and submitting the electronic Purchase Order Summary Form provided by KDE. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

**A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.**

**The bidder shall submit the list of Purchase Orders within four (4) days of the bid.**

	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER DESCRIPTION</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER AMT.</u></b> (to be filled out by the Contractor)
1.	No Direct Purchase Materials		

**COMPLETION OF PROJECT:**

The Bidder proposes and agrees to substantially complete all Work under this Contract no later than \_\_\_\_\_ . To meet this schedule Contractor may have to factor acceleration costs and overtime in his Bid.

**CERTIFICATE OF CORPORATE PRINCIPAL**  
 (To Be Completed if Bidder is a Corporation)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Company named as Bidder in the within Bid, that \_\_\_\_\_, who signed this Bid on behalf of the Bidder, was then \_\_\_\_\_ of said Company, that I know his signature and his signature hereto is genuine; and that said Bid was duly signed, sealed, and attested for and on behalf of said Company by authority of its governing body and is within the scope of its powers.

By:

State of Incorporation:

Corporate Seal:

**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:**

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR / BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S NAME: \_\_\_\_\_

Signature

Resident Bidder (As defined in Article 15 of Instructions to Bidders AIA A701, 1997 – KDE Version ( ) Yes ( ) No

AUTHORIZED REPRESENTATIVE'S NAME (printed): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S TITLE: \_\_\_\_\_

***NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$100,000.***

**This form shall not be modified.**

<b>Bid Evaluation Criteria Responses (to be submitted with Form of Proposal)</b>	
<b>Organization:</b>	
<b>Principal Office Address:</b>	
<b>Criteria</b>	
	How many years has your organization been in business under present name?
	Under what other former names has your organization operated?
	What is the legal entity of your organization?
	Has your organization ever failed to complete any work awarded to it?
	Are there any judgments, claims, mediation, arbitration proceedings or suits pending or outstanding against your organization?
	Has your organization filed any law suits or requested mediation or arbitration with regard to construction contracts within the last five years?
	List the major construction projects your organization has in progress and/or under contract including the name of the project, the Owner, Architect, Contract Amount percent complete and
	List the average annual amount of construction work your organization has performed over the last five years.



Bellevue Independent Schools  
 Ben Flora Gym- Restroom and Locker Room Renovation

6	List the following for the five most recently completed projects of like nature and scope to this bidding. Include name, title, and phone number of references contact.
	Completion date listed in contract and actual completion date achieved.
The undersigned certifies that the information provided herein is true and sufficiently complete so as not to be misleading.	
Organization:	
Name:	Signature:
Date:	

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

Certificate of Corporate Principal (Contractor)  
(To be executed if Contractor is a Corporation)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the organization named as Contractor herein, that \_\_\_\_\_, the officer who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said organization, and that this Agreement was duly signed for and in behalf of said organization by authority of its governing body and is within the scope of its powers.

State of Incorporation:

Corporate Seal:

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

_____ Signature	_____ Printed Name
_____ Title	_____ Date
Company Name	_____
Address	_____
	_____
	_____

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary] My commission expires: \_\_\_\_\_

CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. he, or any member of his immediate family, has a financial interest herein; or
- b. a business or organization which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee is a party; or
- c. any other person, business, shareholder or other stockholder, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not be limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky law for any board member or employee, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I hereby certify that no member of my immediate family is an employee or board member of the Owner.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

References: KRS 156.480, 0AG 80-32, (Model Procurement Code 45A.455 if Owner is under Model Procurement)

Note: This certificate must be signed and attached to the Form of Proposal in order for Bid to be qualified.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

"Prohibition Against Conflicts of Interest, Gratuities and Kickbacks"

Any employee or any official of the Board of Education of Bellevue Independent Schools, Campbell County, Kentucky, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as in inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Board of Education of Bellevue Independent Schools, Campbell County, Kentucky shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed Five Thousand Dollars (\$5,000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as in inducement, or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Board of Education of Bellevue Independent Schools, Campbell County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed Five Thousand Dollars (\$5,000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Note: It is a misdemeanor not to have this prohibition on every solicitation or contract document.  
The penalty is a \$5,000 fine or one (1) year imprisonment or both on conviction.



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**BOND AMOUNT:**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Contractor as Principal)*

\_\_\_\_\_  
*(Seal)*

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

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Seal)*

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

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

AIA Document A310™ – 2010 (rev. 10/2010). Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Init.

/

ACD43070810

# Kentucky Department of Education Version of AIA Document A101 – 2007

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

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

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

and the Contractor:  
*(Name, legal status, address and other information)*

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

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

The Owner and Contractor agree as follows.



This version of AIA Document A101–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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

**AIA Document A101–2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. Kentucky Department of Education Version of AIA Document A101–2007. Copyright © 2014 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on \_\_\_\_\_ under license number \_\_\_\_\_, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.**

Init.

## TABLE OF ARTICLES

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

Init.

AIA Document A101-2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. Kentucky Department of Education Version of AIA Document A101-2007. Copyright © 2014 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on \_\_\_\_\_ under license number \_\_\_\_\_, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)*

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of

(\$ ), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

(\$ ), subject to additions and deductions as provided in the Contract Documents.

*(List the base bid amount, sum of accepted alternates, total construction cost (the sum of base bid amount plus sum of accepted alternates), sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders. Either list this information here or refer to an exhibit attached to this Agreement.)*

	<b>Amount</b>
Base Bid	\$
Sum of Accepted Alternates	\$
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$
Sum of Owner's direct Purchase Orders	\$
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$

Init.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires. Either list alternates here or refer to an exhibit attached to this Agreement.)*

Number	Item Description	Amount
<b>Total of Alternates</b>		

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable. Either list unit prices here or refer to an exhibit attached to this Agreement.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)*

Item	Price
------	-------

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

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

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

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

State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law.

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of \_\_\_\_\_ percent ( \_\_\_\_\_ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction — KDE Version;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of \_\_\_\_\_ percent ( \_\_\_\_\_ %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 — KDE Version.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 — KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007 — KDE Version.

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

*When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 a final Certificate for Payment has been issued by the Architect; and
- 3 the Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 — KDE Version, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Init.

## § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007 — KDE Version, the method of binding dispute resolution shall be as follows:

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007 — KDE Version
- Litigation in a court of competent jurisdiction where the Project is located
- Other: *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007 — KDE Version.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007 — KDE Version.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 — KDE Version or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

Init.

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

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor — KDE Version.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction — KDE Version.

§ 9.1.3 The Supplementary and other Conditions of the Contract:  
*(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)*

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages
---------	-------	------	-------

Init.

**§ 9.1.5 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
--------	-------	------

**§ 9.1.6 The Addenda, if any:**

*(Either list the Addenda here or refer to an exhibit attached to this Agreement.)*

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:**

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following
- 2 Other documents, if any, listed below:

Init.

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 — KDE Version provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

- A. AIA Document A701-1997, Instructions to Bidders — KDE Version
- B. Contractor's Form of Proposal
- C. KDE Purchase Order Summary Form

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007 – KDE Version.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007 – KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)*

**Type of Insurance or Bond**

**Limit of Liability or Bond Amount (\$0.00)**

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

Init.

**AIA Document A101-2007. Copyright** © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. Kentucky Department of Education Version of AIA Document A101-2007. Copyright** © 2014 by The American Institute of Architects. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on \_\_\_\_\_ under license number \_\_\_\_\_, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

# Kentucky Department of Education Version of AIA Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

(Name and location)

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: \_\_\_\_\_

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)



This version of AIA Document A312–2010 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A312 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A312–2010 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

§ 16.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 16.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 16.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 16.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

Sample

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

# Kentucky Department of Education Version of AIA Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

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

### CONSTRUCTION CONTRACT

Date:

Amount:

Description:  
*(Name and location)*

### BOND

Date:  
*(Not earlier than Construction Contract Date)*

Amount:

Modifications to this Bond:  None  See Section 18

### CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

### SURETY

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature: \_\_\_\_\_  
Name and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*



This version of AIA Document A312–2010 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A312 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A312–2010 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

§ 18.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 18.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 18.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 18.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

# Kentucky Department of Education Version of AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## **General Conditions of the Contract for Construction**

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

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

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

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES



This version of AIA Document A201–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A201 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A201–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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

## INDEX

(Topics and numbers in bold are section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,  
10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10,

11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,

4.2.7, 9.3.2, 13.5.1

### Arbitration

8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

#### 4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,  
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,  
9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,  
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,  
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,  
15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

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

**5.2**

### Basic Definitions

#### 1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1,  
15.3.2, 15.4.1

### Boiler and Machinery Insurance

#### 11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit

3.7.1

## Capitalization

### 1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

### Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval

13.5.4

Certificates of Insurance

9.10.2, 11.1.3

### Change Orders

1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8,

5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10,

8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9,

12.1.2, 15.1.3

Change Orders, Definition of

7.2.1

### CHANGES IN THE WORK

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,

11.3.9

Claims, Definition of

15.1.1

### CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims

15.4.1

### Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

### Claims for Additional Time

3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,

11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

### Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,

6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,

15.1.4

Commencement of the Work, Definition of

8.1.2

### Communications Facilitating Contract

#### Administration

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,

9.10, 12.2, 13.7, 14.1.2

### COMPLETION, PAYMENTS AND

9

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,  
12.2, 13.7

Compliance with Laws

1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4,

10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,

14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,

9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

### Consolidation or Joinder

15.4.4

### CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of

7.3.1

### Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3,

9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

### Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

### CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.3.9, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.2.5, 5.3

Contract Documents, Definition of

1.1.1

### Contract Sum

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4,

9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4,

15.2.5

Contract Sum, Definition of

9.1

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,

8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2,

15.1.5.1, 15.2.5

Contract Time, Definition of

8.1.1

Init.

## CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Init.

Equipment, Labor, Materials or  
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1,  
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
 Execution and Progress of the Work  
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.7.1,  
 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1,  
 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3  
 Extensions of Time  
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
 10.4.1, 14.3, 15.1.5, 15.2.5  
**Failure of Payment**  
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
 Faulty Work  
 (See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
 12.3.1, 14.2.4, 14.4.3  
 Financial Arrangements, Owner's  
 2.2.1, 13.2.2, 14.1.1.4  
 Fire and Extended Coverage Insurance  
 11.3.1.1  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
 Guarantees (See Warranty)  
**Hazardous Materials**  
 10.2.4, 10.3  
 Identification of Subcontractors and Suppliers  
 5.2.1  
**Indemnification**  
 3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
 11.3.7  
**Information and Services Required of the Owner**  
 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3  
**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
**1.1.8**  
 Initial Decision Maker, Decisions  
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
 Initial Decision Maker, Extent of Authority  
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
 15.2.5  
**Injury or Damage to Person or Property**  
**10.2.8, 10.4.1**  
 Inspections  
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
 9.9.2, 9.10.1, 12.2.1, 13.5  
 Instructions to Bidders  
 1.1.1  
 Instructions to the Contractor  
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

**Instruments of Service, Definition of**  
**1.1.7**  
**Insurance**  
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11  
**Insurance, Boiler and Machinery**  
**11.3.2**  
**Insurance, Contractor's Liability**  
**11.1**  
 Insurance, Effective Date of  
 8.2.2, 11.1.2  
**Insurance, Loss of Use**  
**11.3.3**  
**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
 10.2.5, 11.3  
 Insurance, Stored Materials  
 9.3.2  
**INSURANCE AND BONDS**  
**11**  
 Insurance Companies, Consent to Partial Occupancy  
 9.9.1,  
 Intent of the Contract Documents  
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
**Interest**  
**13.6**  
**Interpretation**  
 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1  
 Interpretations, Written  
 4.2.11, 4.2.12, 15.1.4  
 Judgment on Final Award  
 15.4.2  
**Labor and Materials, Equipment**  
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
 Labor Disputes  
 8.3.1  
 Laws and Regulations  
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,  
 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,  
 13.6.1, 14, 15.2.8, 15.4  
 Liens  
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8  
 Limitations, Statutes of  
 12.2.5, 13.7, 15.4.1.1  
 Limitations of Liability  
 2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,  
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,  
 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2  
 Limitations of Time  
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,  
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

## Loss of Use Insurance

### 11.3.3

#### Material Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

#### Materials, Hazardous

10.2.4, 10.3

#### Materials, Labor, Equipment and

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

#### Means, Methods, Techniques, Sequences and Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

#### Mechanic's Lien

2.1.2, 15.2.8

#### Mediation

8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1

#### Minor Changes in the Work

1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

## MISCELLANEOUS PROVISIONS

### 13

#### Modifications, Definition of

##### 1.1.1

#### Modifications to the Contract

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1

#### Mutual Responsibility

##### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

#### Nonconforming Work, Rejection and Correction of

2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

#### Notice

2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

#### Notice, Written

2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1

#### Notice of Claims

3.7.4, 10.2.8, 15.1.2, 15.4

#### Notice of Testing and Inspections

13.5.1, 13.5.2

#### Observations, Contractor's

3.2, 3.7.4

#### Occupancy

2.2.2, 9.6.6, 9.8, 11.3.1.5

#### Orders, Written

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1

## OWNER

### 2

## Owner, Definition of

### 2.1.1

#### Owner, Information and Services Required of the

2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

#### Owner's Authority

1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

#### Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1.4

#### Owner's Liability Insurance

##### 11.2

#### Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

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

2.4, 14.2.2

#### Owner's Right to Clean Up

##### 6.3

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

##### 6.1

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

##### 2.3

#### Owner's Right to Suspend the Work

14.3

#### Owner's Right to Terminate the Contract

14.2

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

1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11.1, 3.17, 4.2.12, 5.3.1

#### Partial Occupancy or Use

9.6.6, 9.9, 11.3.1.5

#### Patching, Cutting and

3.14, 6.2.5

#### Patents

3.17

#### Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

#### Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

#### Payment, Final

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1, 13.7, 14.2.4, 14.4.3

#### Payment Bond, Performance Bond and

7.3.7.4, 9.6.7, 9.10.3, 11.4

#### Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

## **PAYMENTS AND COMPLETION**

**9**

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

**Performance Bond and Payment Bond**

7.3.7.4, 9.6.7, 9.10.3, **11.4**

**Permits, Fees, Notices and Compliance with Laws**

2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2

## **PERSONS AND PROPERTY, PROTECTION OF**

**10**

Polychlorinated Biphenyl

10.3.1

**Product Data**, Definition of

**3.12.2**

**Product Data and Samples, Shop Drawings**

3.11, **3.12**, 4.2.7

**Progress and Completion**

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3

**Progress Payments**

9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

**Project**, Definition of

**1.1.4**

Project Representatives

4.2.10

**Property Insurance**

10.2.5, **11.3**

## **PROTECTION OF PERSONS AND PROPERTY**

**10**

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,

10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,

15.2.8, 15.4

Rejection of Work

3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,

9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,

5.1.2, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field**

**Conditions by Contractor**

**3.2**, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and

Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and

Samples by Contractor

3.12

**Rights and Remedies**

1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,

6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,

**13.4**, 14, 15.4

**Royalties, Patents and Copyrights**

**3.17**

Rules and Notices for Arbitration

15.4.1

**Safety of Persons and Property**

**10.2**, 10.4

**Safety Precautions and Programs**

3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4

**Samples**, Definition of

**3.12.3**

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

3.11, **3.12**, 4.2.7

**Samples at the Site, Documents and**

**3.11**

**Schedule of Values**

**9.2**, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

**Shop Drawings**, Definition of

**3.12.1**

**Shop Drawings, Product Data and Samples**

3.11, **3.12**, 4.2.7

**Site**, Use of

**3.13**, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

**Specifications**, Definition of

**1.1.6**

**Specifications**

1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7, 15.4.1.1

Stopping the Work

2.3, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

**Subcontractor**, Definition of

**5.1.1**

## **SUBCONTRACTORS**

**5**

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,

9.6.7

**Subcontractual Relations**  
**5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1**  
 Submittals  
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3,  
 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3  
 Submittal Schedule  
 3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
 6.1.1, **11.3.7**  
**Substantial Completion**  
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8, 9.9.1, 9.10.3,**  
 12.2, 13.7  
**Substantial Completion, Definition of**  
**9.8.1**  
 Substitution of Subcontractors  
 5.2.3, 5.2.4  
 Substitution of Architect  
 4.1.3  
 Substitutions of Materials  
 3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
**5.1.2**  
 Subsurface Conditions  
 3.7.4  
**Successors and Assigns**  
**13.2**  
**Superintendent**  
**3.9, 10.2.6**  
**Supervision and Construction Procedures**  
 1.2.2, **3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,**  
 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3  
 Surety  
 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7  
 Surety, Consent of  
 9.10.2, 9.10.3  
 Surveys  
 2.2.3  
**Suspension by the Owner for Convenience**  
**14.3**  
 Suspension of the Work  
 5.4.2, 14.3  
 Suspension or Termination of the Contract  
 5.4.1.1, 14  
**Taxes**  
**3.6, 3.8.2.1, 7.3.7.4**  
**Termination by the Contractor**  
**14.1, 15.1.6**  
**Termination by the Owner for Cause**  
 5.4.1.1, **14.2, 15.1.6**  
**Termination by the Owner for Convenience**  
**14.4**  
 Termination of the Architect  
 4.1.3  
 Termination of the Contractor  
 14.2.2

## TERMINATION OR SUSPENSION OF THE CONTRACT

### 14

#### Tests and Inspections

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,  
 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**

#### TIME

### 8

#### Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3, 9.5.1, 9.7,**  
 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

#### Time Limits

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5,  
 13.7, 14, 15.1.2, 15.4

#### Time Limits on Claims

3.7.4, 10.2.8, **13.7, 15.1.2**

#### Title to Work

9.3.2, 9.3.3

#### Transmission of Data in Digital Form

### 1.6

## UNCOVERING AND CORRECTION OF WORK

### 12

#### Uncovering of Work

### 12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

#### Unit Prices

7.3.3.2, 7.3.4

#### Use of Documents

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

#### Use of Site

**3.13, 6.1.1, 6.2.1**

#### Values, Schedule of

**9.2, 9.3.1**

Waiver of Claims by the Architect

13.4.2

Waiver of Claims by the Contractor

9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages

14.2.4, 15.1.6

Waiver of Liens

9.10.2, 9.10.4

#### Waivers of Subrogation

6.1.1, **11.3.7**

#### Warranty

**3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7**

Weather Delays

15.1.5.2

#### Work, Definition of

**1.1.3**

**Written Consent**

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,  
9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

**Written Interpretations**

4.2.11, 4.2.12

**Written Notice**

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,  
9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14,  
15.4.1

**Written Orders**

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,  
15.1.2

Sample

Init.

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

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

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

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Transmission of Data in Digital Form

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

## ARTICLE 2 OWNER

### § 2.1 General

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

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

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

#### § 2.2.1 (Not Used)

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

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

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

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

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

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

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

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

## ARTICLE 3 CONTRACTOR

### § 3.1 General

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

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

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

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

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for

information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further

Init.

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

### **§ 3.6 Taxes**

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

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

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 Superintendent**

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

### **§ 3.10 Contractor's Construction Schedules**

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

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

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

### **§ 3.11 Documents and Samples at the Site**

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

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

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

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

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

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

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

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

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

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

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

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

Init.

concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

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

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

### **§ 3.18 Indemnification**

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

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

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment, and, at the discretion of the Owner may be the Owner's representative during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

### § 4.2.4 Communications Facilitating Contract Administration

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance

Init.

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

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

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

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

**§ 5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design)

proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

### **§ 5.3 Subcontractual Relations**

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

### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

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

Init.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

### **§ 6.2 Mutual Responsibility**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

### **§ 6.3 Owner's Right to Clean Up**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

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

Init.

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

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

**§ 7.1.4** Proposed Change in the Work equal to or exceeding \$25,000 additive or deductive, shall be subject to approval by the Kentucky Department of Education prior to execution of the Change Order by the Owner.

## **§ 7.2 Change Orders**

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

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

## **§ 7.3 Construction Change Directives**

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices, stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed fifteen (15%) of the net cost of the change. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

#### **§ 7.4 Minor Changes in the Work**

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

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

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

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

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

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

#### **§ 8.2 Progress and Completion**

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

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

### **§ 9.2 Schedule of Values**

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

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage as stipulated in Section 9.3.4.

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

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

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

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Init.

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**§ 9.3.4** When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in Section 9.8. herein. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

#### **§ 9.5 Decisions to Withhold Certification**

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

Init.

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

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

#### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents or as required by state law, whichever is more restrictive, and shall so notify the Architect.

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

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

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

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

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

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

#### § 9.7 Failure of Payment

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

#### § 9.8 Substantial Completion

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

Init.

occupancy permit issued by the Kentucky Department of Housing, Building, and Construction and any other agencies that have statutory authority and approval requirements.

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

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

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

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

#### **§ 9.9 Partial Occupancy or Use**

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

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

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

#### **§ 9.10 Final Completion and Final Payment**

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

Init.

- .1 Upon receipt and approval of the final Application for Payment, for each Contract and Purchase Order, if any, the Architect will prepare, and the Architect and Owner shall complete their portion of the Kentucky Department of Education BG-4 Contract Closeout Form – 2013, and forward the board-approved BG-4 form to the Kentucky Department of Education with a copy of the final Certificate for Payment upon the Board authorizing the BG-4 form, accepting the Work, and approving final payment to the Contractor or Material Supplier.

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

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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

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

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

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

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

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

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

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

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

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

**§ 10.3 Hazardous Materials**

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

Init.

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Liability Insurance**

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

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Such insurance shall be no less than the following amounts:

- |                      |  |
|----------------------|--|
| (1) Public Liability | \$200,000.00 one person/maximum each person<br>\$500,000.00 one accident/maximum each person |
| (2) Property Damage  | \$200,000.00 one accident/maximum<br>\$500,000.00 aggregate                                  |

§ 11.1.2.1 The insurance required by Section 11.1.1 shall be written for not less than the following limits, or greater if required by law:

- |  |   |
|--|---|
| (1) Worker's Compensation:   |   |
| a. State   | Statutory   |
| b. Applicable Federal (e.g., Longshoreman's)   | Statutory   |
| c. Employer's Liability  | \$500,000   |
| (2) Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage):  |   |
| a. General Aggregate<br>(except Products-Completed Operations)   | \$1,000,000   |
| b. Products-Completed Operations Aggregate   | \$1,000,000   |
| c. Personal/Advertising Injury<br>(per person/organization)  | \$1,000,000   |
| d. Each Occurrence<br>(Bodily Injury and Property Damage)  | \$1,000,000   |
| e. Limit per Person Medical Expense  | \$10,000  |
| f. Exclusions of Property in Contractors Care, Custody or Control will be eliminated.  |   |
| g. Property Damage Liability Insurance will provide Coverage for Explosion, Collapse, and Underground Damage.  |   |
| (3) Contractual Liability:   |   |
| a. General Aggregate   | \$1,000,000   |
| b. Each Occurrence (Bodily Injury and Property Damage)   | \$1,000,000   |
| (4) Automobile Liability:  |   |
| a. Bodily Injury   | \$500,000 Each Person<br>\$1,000,000 Each Accident                    |
| b. Property Damage   | \$500,000 Each Accident, or<br>a combined single limit of \$1,000,000 |
| (5) Liability coverage for the Owner, the Architect, the Architect's Consultants and others listed in the Supplementary Conditions will be provided (subject to customary exclusions for professional liability), by endorsement as additional insured's on the Contractor's Liability Policy. |   |
| (6) Excess Liability Umbrella Form:  |   |
| a. General Aggregate   | \$1,000,000   |
| b. Each Occurrence   | \$1,000,000   |

§ 11.1.2.2 There shall be an endorsement in each of the above policies reading as follows: "It is hereby agreed that in the event of a claim arising under this policy, the company may not deny liability be reason of the insured being a state, county, municipal corporation or governmental agency."

Init.

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

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

**§ 11.2 Owner's Liability Insurance**

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

**§ 11.3 Property Insurance**

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

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

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

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

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

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or

Init.

companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### **§ 11.3.2 Boiler and Machinery Insurance**

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

### **§ 11.3.3 Loss of Use Insurance**

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

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

**§ 11.3.7** Before an exposure to loss may occur, the Owner shall provide the Architect and the Kentucky Department of Education with certificates of insurance coverage required by this Section 11.3.

### **§ 11.3.7 Waivers of Subrogation**

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

**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

Init.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

#### § 11.4 Performance Bond and Payment Bond

§ 11.4.1 Unless otherwise provided, when the Contract Sum exceeds twenty-five thousand dollars (\$25,000) the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. A surety company authorized to do business in Kentucky shall execute bonds, and the cost thereof shall be included in the Contract Sum. Unless otherwise provided, the amount of each bond shall be equal to 100% of the Contract Sum plus Purchase Orders, or 100% of the Lump Sum Base Bid plus or minus accepted Alternates, whichever is greater.

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

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 Uncovering of Work

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

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

#### § 12.2 Correction of Work

##### § 12.2.1 Before or After Substantial Completion

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

##### § 12.2.2 After Substantial Completion

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

Init.

Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

**§ 12.3 Acceptance of Nonconforming Work**

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

**ARTICLE 13 MISCELLANEOUS PROVISIONS**

**§ 13.1 Governing Law**

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

**§ 13.1.1** None of the Contract Documents for this project shall be construed against the party preparing documents on the grounds that the party prepared or drafted the document, or any portion thereof.

**§ 13.2 Successors and Assigns**

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

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

**§ 13.3 Written Notice**

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

### **§ 13.4 Rights and Remedies**

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

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

### **§ 13.5 Tests and Inspections**

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

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

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

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

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

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

### **§ 13.6 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located.

### **§ 13.7 Time Limits on Claims**

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

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any

Init.

other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

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

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case

may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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

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

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

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

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

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

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

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

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Claims**

**§ 15.1.1 Definition**

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

**§ 15.1.2 Notice of Claims**

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

**§ 15.1.3 Continuing Contract Performance**

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

**§ 15.1.4 Claims for Additional Cost**

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

**§ 15.1.5 Claims for Additional Time**

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

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

**§ 15.1.6 Claims for Consequential Damages**

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

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

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

**§ 15.2 Initial Decision**

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

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

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

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

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

Init.

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

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

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

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

### § 15.3 Mediation

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

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

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

### § 15.4 Arbitration

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

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

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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

Sample

Init.

SUPPLEMENTARY CONDITIONS  
TABLE OF CONTENTS

ARTICLE 1 - GENERAL PROVISIONS

1.2	Correlation and Intent of Contract Documents	1
1.6	Transmission of Data in Digital Form	1

ARTICLE 2 - OWNER

2.1	General	1
2.2	Information and Services Required of the Owner	1

ARTICLE 3 - CONTRACTOR

3.1	General	1
3.3	Supervision and Construction Procedures	2
3.4	Labor and Materials	2
3.6	Taxes	2
3.7	Permits, Fees, Notices and Compliance with Laws	2
3.9	Superintendent	3
3.11	Documents and Samples at the Site	3
3.12	Shop Drawings, Product Data and Samples	4

ARTICLE 4 – ARCHITECT

4.2	Administration of the Contract	4
-----	--------------------------------	---

ARTICLE 7 - CHANGES IN THE WORK

7.1	General	4
7.3	Construction Change Directives	4

ARTICLE 8 - TIME

8.1	Definitions	4
8.3	Delays and Extensions of Time	4

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3	Applications for Payment	5
9.8	Substantial Completion	5
9.10	Final Completion and Final Payment	5

ARTICLE 11 - INSURANCE AND BONDS

11.0	General	5
11.1	Contractor's Liability Insurance	6
11.3	Property Insurance	6

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.2	Correction of Work	7
------	--------------------	---

ARTICLE 13 - MISCELLANEOUS PROVISIONS

SUPPLEMENTARY CONDITIONS - TABLE OF CONTENTS		1
--	--	---

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

13.5	Tests and Inspections	7
<u>ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT</u>		
14.3	Suspension by the Owner for Convenience	7
<u>ARTICLE 15 - CLAIMS AND DISPUTES</u>		
15.1	Claims	7

## SUPPLEMENTARY CONDITIONS

The following supplements modify the KDE Version of AIA Document A201, 2007, General Conditions of the Contract for Construction. Where a portion of this document is modified or deleted by these Supplementary Conditions, the unaltered portions shall remain in effect.

### ARTICLE 1 - GENERAL PROVISIONS

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

1.2.1 Add: In case of conflicts or discrepancies between Drawings and Specifications or within or among the Contract Documents and not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architects determination.

Add: Drawings are diagrammatic and are a graphic representation of Contract requirements, produced according to best available standards to an optimum scale. Dimensions of work as indicated on Drawings are not guaranteed to be as-built dimensions. No measurements shall be scaled from Drawings and used as definite dimensions for quantities, layout, or fitting work in place.

#### 1.6 Transmission of Data in Digital Form

Add: Electronic digital data files of the Architect's Contract Drawings may be provided by the Architect for successful Contractor's and/or Subcontractors' use in preparing submittals. At Contractor's request, and with approval of the Architect, copies of certain CAD files will be provided to the Contractor for the Contractor's use in connection with the Project upon execution of "Conditions for Transfer of Electronic Data". Form is on file at the office of the Architect. Depending upon the scope of the request, the Architect may charge a fee or not issue digital files at all. All requests for documents not authored by the Architect must be made directly to the individual consultant. In case of discrepancy between electronic files and hard copies, the hard copies will prevail.

### ARTICLE 2 - OWNER

#### 2.1 General

2.1.1 Add: References to the "Owner" throughout the Bidding and Contract Documents shall mean the "Bellevue Independent Board of Education and the Bellevue Independent District Finance Corporation."

#### 2.2 Information and Services Required of the Owner

2.2.5 Delete in its entirety and substitute: At Contractor's request they will be furnished four (4) sets of the Drawings and Project Manuals at no charge.. Additional sets will be furnished to the Contractor at the cost of reproduction, with all documents being picked up from the Architect's office. Contractor is responsible for verifying completeness and accuracy of the sets distributed to him for construction, as they are sets which may have been returned from the bidding process and have not been verified.

### ARTICLE 3 - CONTRACTOR

#### 3.1 General

Add 3.1.4: During the Bidding process the Architect may, but is not obligated to do so, issue electronic files to the Bidders. These electronic documents are for the convenience

of the Bidders only. In case of discrepancy between the electronic files and the hard copies, the hard copies shall prevail.

Add 3.2.5: The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

### 3.3 Supervision and Construction Procedures

3.3.1 Add: Contractor shall (1) review any specified construction or installation procedure, including those recommended by manufacturers; (2) advise the Architect if the specified procedure deviates from good construction practice; (3) if following the procedure will affect any warranties, including the Contractor's general warranty, (4) of any objections the Contractor may have to the procedure; and (5) propose any alternative procedure which the Contractor will warrant.

### 3.4 Labor and Materials

3.4.2.1 Add: After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in Section 016000 "Product Requirements". By making requests for substitutions, the Contractor:

- .1 represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that he will provide the same warranty for the substitution as he would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for work that must be changed as a result of the substitution except for the Architects redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent;
- .4 agrees that he shall, if the substitution is approved, coordinate installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects;
- .5 represents that the request includes a written representation identifying any potential effect the substitution may have on the Project's achievement of a sustainable measure or the sustainable objective.
- .6 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.4.2.2 Add: The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed upon changes in the Drawings and Specifications resulting from such substitution.

### 3.6 Taxes

3.6.1 Add: This Project is not exempt from Kentucky State Sales Tax. Any sales tax exemption which would be granted to the Owner does not pass on to the Contractor.

3.7 Permits, Fees, Notices and Compliance with Laws

3.7.1 Add:

The Owner has submitted Bid Documents to Campbell County Planning and Zoning for the building permit, and to the Kentucky Department of Buildings and Grounds in Frankfort for the plumbing permit. Contractor shall contact any other appropriate building departments for any other submissions necessary to be granted approval to construct and should include costs for such in their bid.

In addition, Contractor shall familiarize himself with procedures regarding departmental fees for various types of plan and shop drawing reviews during construction under the Kentucky Building Code, and shall include cost in his Bid. These shop drawing fees are separate from other fees. Contractor shall contact the local authorities and the Division of Building Codes Enforcement of the Kentucky Office of Housing, Buildings and Construction in Frankfort for any additional requirements.

Add: The Contractor and Subcontractors must be duly licensed to perform work in the Commonwealth of Kentucky at the time of submission of Bid. In addition, the Contractor and all Subcontractors must have local, county and state business licenses prior to beginning work on this project.

3.7.2 Add: Kentucky Fairness in Construction Act: Where the provisions of this Contract and its associated Contract Documents conflict with or are contrary to the provisions of KRS 371.400 to 371.425, the provisions of KRS 371.400 to 371.425 shall prevail.

Within 10 days after award of Contract and as required by KRS 45A.343, Section (2) (a), each Contractor and all Subcontractors performing work under the contract shall in writing to the Owner reveal any final determination of a violation by the Contractor or Subcontractor within the previous 5 year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or Subcontractor. As required by KRS 45A.343, Section (2)(b), Contractors and Subcontractors performing work under the contract shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or Subcontract for the duration of the Contract.

3.7.3 Add: All work of this Project shall be performed in accordance with the latest prevailing editions of the Kentucky Building Code, all Energy Codes, and all other applicable codes for the locality of the Project, unless specified otherwise.

**Contractor shall also adhere to all published and recommended procedures regarding Covid 19 and require all on the job site to do likewise.**

3.7.4 Concealed or Unknown Conditions: Add: Claims for concealed or unknown conditions may be limited by various Sections of the Specifications.

3.9 Superintendent

Contractor shall have on site for the full length of construction a full-time superintendent, full time meaning that superintendent may not be engaged on any other project during the course of this contract. If applicable to Project, this also applies to the major subcontractors such as Plumbing, Fire Protection, HVAC, and Electrical.

3.11 Documents and Samples at the Site

Add: 3.11.1 During full length of construction of the Project, Contractor is required to keep on the job site, in good condition, the set of Construction Drawings and Project Manual which bear the stamp of approval of the governing building authority and the Health Department. If this set of documents is to be given to the Owner as the "record set" at completion of the Project, it shall be in good condition as determined by the Architect, and each sheet signed and dated by the respective Contractor and major Subcontractors.

3.12 Shop Drawings, Product Data and Samples

3.12.10.1 Add: Contractor shall refer to this Article in the General Conditions for requirements for design professionals under the Contractor's Contract to sign and seal documents for work required under this Contract. All required licenses and seals shall be by professionals licensed in the state where the Project is located.

Add 3.12.11: The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. Contractor shall reimburse the Owner for amounts paid to the Architect for evaluation of additional submittals.

3.16 Access to Work

Add: Access shall be provided with all appropriate safety measures in place.

ARTICLE 4 - ARCHITECT

4.2 Administration of the Contract

4.2.2 Add: The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for extra site visits made necessary by the fault of the Contractor or by defects and deficiencies in the work.

ARTICLE 7 - CHANGES IN THE WORK

7.1 General

7.1.4 Add: All proposals for changes in the Work shall show a cost breakdown which separates costs into four categories: labor, materials, profit and overhead, bond and insurance. Further detailed breakdowns may be requested. If unit prices are utilized, this cost breakdown will not be necessary. Net cost of any change is defined as outlined in General Conditions Article 7.3.7 Sub-articles .1 through .5.

7.3 Construction Change Directives

7.3.9: Delete in its entirety and substitute: Amounts for changes in the Work may be included in applications for payment only after Change Orders for such changes are fully executed.

ARTICLE 8 - TIME

8.1 Definitions

Add 8.1.5: Contractor shall include in the Base Bid 15 lost days for weather delays during site work and 25 lost days for weather delays during construction work - a total of 40 lost days. This means Contractor shall include overtime work necessary to gain back lost days on weekends, longer days, etc.

8.3 Delays and Extensions of Time

Add: If Change Orders are granted for time extensions, it is understood and agreed that they are done so upon the agreement of the Owner and Contractor that no claim will be

asserted for any alleged increasing costs, either direct, indirect, or impact costs, including, but not limited to, extended overhead, or any wage, material or other escalations associated with such time extension, and such costs are hereby expressly waived.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 Applications for Payment

9.3.1 Add to end of second sentence “and Consent of Surety, if requested by the Architect or Owner”.

9.3.1 Add: Contractor shall include with each Application for Payment an affidavit indicating the status of payments to all subcontractors and suppliers.

9.3.1.1 Delete in its entirety and substitute: Amounts for changes in the Work may be included in applications for payment only after change orders for such changes are fully executed.

Add 9.3.1.4: Escrow Retainage Account: The Contractor waives all rights it may have under the provisions of Kentucky Revised Statutes Section 371.410 (and similar statutes) related to retainage. The Contractor agrees that the retainage withheld pursuant to the Contract Documents will remain the sole property of the Owner and will not become the property of the Contractor. The Owner will have the right to use the retainage as it deems appropriate in the exercise of its sole discretion. Any interest or other earnings that accrue on the retainage while it remains in the possession of the Owner shall be the property of the Owner. The Owner shall have no obligation to deposit the retainage in an escrow account.

9.3.2 Add: Materials stored at the site shall be protected, are not to be removed from the site, are to be properly insured, and are subject to such documentation as the Owner or Architect may require. **No monies will be paid for materials stored off site.**

9.3.4 Add: If reduction in retainer is granted, the Owner shall retain the right to reinstate the full ten percent retainage if the manner of completion of the Work and its progress do not remain satisfactory, if the required level of Project maintenance and cleanliness is not adhered to, or for other good and sufficient reasons. Reductions in retainer are subject to any documentation required by the Owner.

9.8 Substantial Completion

9.8.5: Delete second sentence and substitute with: Any reductions in retainage requested by the Contractor will require certification of the Architect, approval of the Owner, Consent of Surety to Reduction in or Partial Release of Retainage (AIA G707A), as well as other documentation the Owner may require.

9.10 Final Completion and Final Payment

9.10.2: Add: Forms of affidavit shall be Contractor's Affidavit of Payment of Debts and Claims (AIA G706), Contractor's Affidavit of Release of Liens (AIA G706A) and the Owner's Affidavit/Waiver of Lien form. Form of Consent of Surety shall be Consent of Surety Company to Final Payment (AIA G707).

ARTICLE 11 - INSURANCE AND BONDS

Add 11.0      General

11.0.1 Insurance requirements are stipulated in Article 11 of the KDE Version of AIA General Conditions A201 and this Article 11 of these Supplementary Conditions.

11.0.2 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits of any policies. If applicable, Contractor shall diligently coordinate all insurance with the Owner's on-going occupancy during construction, to the end that all required insurance is in place at all times. The Contractor hereby agrees to indemnify and hold the Owner and Architect harmless from any and all claims, demands, actions, and causes of action whatsoever, and any expenses incurred by the Owner and Architect in the defense thereof, arising out of or in any way connected with the failure of the Contractor to maintain any insurance required of him in the Bidding and Contract Documents, including but not limited to the proper scope, amount, form, and endorsements, during the life of the Contract, or thereafter. To this end, the Contractor shall keep all insurance companies advised of any changes in the Work to assure continuous and adequate coverage.

11.1      Contractor's Liability Insurance

11.1.1.1 Add: including private entities performing work at the site and exempt from coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project. Contractor shall relieve the Owner and the Architect from any costs due to accidents or other liabilities mentioned in Workers' Compensation Acts. Contractor must carry Kentucky Workers' Compensation for this Project and require all Subcontractors to do likewise.

11.1.1.2 Add: or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Section;

11.1.2, and 11.1.2.1: Modify coverages as follows: General liability aggregate coverage shall be in the amount of not less than \$2,000,000 and shall apply in total to this Project only. A certified copy of the declarations page for this \$2,000,000 coverage shall be submitted with other insurance requirements. Additionally, excess liability umbrella form shall be provided in the amount of not less than \$5,000,000 per occurrence and aggregate.

11.1.2.1 (4): Add: "for Owned, non-Owned and hired vehicles" and covered by the required excess liability umbrella.

11.1.2.1 (5): Additional Insureds for this Project:

Owner:	Bellevue Independent Board of Education Bellevue Independent Schools District Finance Corporation
Architect:	Robert Ehmet Hayes & Associates, PLLC
Structural Engineer:	GOP Ltd.
MEP Engineer:	KLH Engineers, P.S.C.

11.1.3 Add: All insurance certificates shall be submitted as specified, as bound into this Project Manual, and as signed by the Contractor's authorized insurance agent

11.3      Property Insurance

Throughout this Article 11.3 Property Insurance terminology shall be modified to reflect that the Contractor is carrying the property insurance.

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

##### 12.2 Correction of Work

###### 12.2.2 After Substantial Completion

12.2.2.1 Add: Owner, Contractor and Architect shall participate in a review of the Project near the end of the one-year period of correction to review facility operations and performance, and to make appropriate recommendations on non-conforming and/or work to be corrected. Contractor shall track this meeting and arrange.

#### ARTICLE 13 - MISCELLANEOUS PROVISIONS

##### 13.5 Tests and Inspections

13.5.4 Add: Those certificates of inspection, testing and/or approval relative to project completion shall be secured by the Contractor and submitted to the appropriate department or agency so that the governing building authority will issue the Owner a letter of acceptance of the Project. Contractor shall be solely responsible for securing all certificates of inspection, testing and/or approval and the Certificate of Occupancy which are to be submitted to the Owner with a copy to the Architect.

#### ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

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

Add: 14.3.3: If the Work is suspended for any cause whatsoever, the Contractor shall be responsible for the Work and shall take such precautions necessary to prevent damage to the Work and persons.

#### ARTICLE 15 – CLAIMS AND DISPUTES

##### 15.1 Claims

###### 15.1.4 Claims for Additional Cost

Add: No additional compensation beyond the Contract Amount will be paid because of additional costs caused by winter operations. All such winterizing costs shall be included in the Contract Sum.

###### 15.1.5 Claims for Additional Time

Add: 15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

Add: 15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

END OF SUPPLEMENTARY CONDITIONS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.



# AIA<sup>®</sup> Document G715<sup>™</sup> – 2017

## Supplemental Attachment for ACORD Certificate of Insurance 25

<b>PROJECT:</b> <i>(name and address)</i> SAMPLE	<b>CONTRACT INFORMATION:</b> Contract For: SAMPLE Date: SAMPLE	<b>CERTIFICATE INFORMATION:</b> Producer: SAMPLE Insured: SAMPLE Date: SAMPLE
<b>OWNER:</b> <i>(name and address)</i> SAMPLE	<b>ARCHITECT:</b> <i>(name and address)</i> SAMPLE	<b>CONTRACTOR:</b> <i>(name and address)</i> SAMPLE

A. General Liability	Yes	No	N/A
1. Does this policy include coverage for:			
a Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Personal injury and advertising injury?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d Bodily injury or property damage arising out of completed operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e The Contractor's indemnity obligations included in the Contract Documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does this policy contain an exclusion or restriction of coverage for:			
a Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Claims for bodily injury other than to employees of the insured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e Claims for loss excluded under a prior work endorsement or other similar exclusionary language?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g Claims related to residential, multi-family, or other habitational projects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h Claims related to roofing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j Claims related to earth subsistence or movement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k Claims related to explosion, collapse, and underground hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Other Insurance Coverage</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
1. Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each.			
a Professional liability insurance Coverage limits:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Pollution liability insurance Coverage limits:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Insurance for maritime liability risks associated with the operation of a vessel Coverage limits:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- d Insurance for the use or operation of manned or unmanned aircraft     
     Coverage limits:
- e Property insurance     
     Coverage limits:
- f Railroad protective liability insurance     
     Coverage limits:
- g Asbestos abatement liability insurance     
     Coverage limits:
- h Insurance for physical damage to property while it is in storage and in transit  
     to the construction site     
     Coverage limits:
- i Other:

SAMPLE  
 (Authorized Representative)

SAMPLE  
 (Date of Issue)

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

SUPPLEMENTAL ATTACHMENT #2 for Acord Certificate of Insurance 25

C. Does General Aggregate apply to this Project only as specified. Yes \_\_\_\_\_

D. Have all policies specified been endorsed to provide certificate holder thirty (30) days written notice of cancellation and/or expiration? Yes \_\_\_\_\_

\_\_\_\_\_ Printed  
Contractor's Insurance Agent

\_\_\_\_\_ Printed  
Signature

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

Hazardous Materials Survey

The Renovation Survey prepared by Air Source Technology, Inc. is dated September 7, 2023 and is bound into the Bidding Documents for Bidder's information and review only. It is not considered part of the Contract Documents. See Section 011000 "Summary" for additional information.

# RENOVATION SURVEY



## **BEN FLORA GYM**

613 Berry Avenue  
Bellevue, KY 41073

Prepared For:  
Bellevue Independent Schools  
219 Center Street  
Bellevue, KY 41073

Inspected By:

A handwritten signature in black ink that reads "Michael B. McGonigle".

---

Michael McGonigle, MSPH, CIEC  
Senior Industrial Hygienist  
KY Asbestos Inspector/Management Planner (#77492)

## **Air Source Technology, Inc.**

131 Prosperous Place, Suite 17  
Lexington, Kentucky 40509

Report Date: September 7, 2023  
ASTI Project # PC521

## Table of Contents

<b>Section</b>	<b>Page</b>
<b>EXECUTIVE SUMMARY .....</b>	<b>1</b>
<b>INTRODUCTION .....</b>	<b>1</b>
<b>SAMPLING PROTOCOLS .....</b>	<b>2</b>
<b>DISCUSSION OF RESULTS .....</b>	<b>3</b>
<b>CONCLUSIONS .....</b>	<b>4</b>
<b>LABORATORY REPORT FORMS .....</b>	<b>Appendix A</b>
<b>PHOTOGRAPHS.....</b>	<b>Appendix B</b>
<b>ACM LOCATIONS.....</b>	<b>Appendix C</b>

## Executive Summary

Asbestos-containing materials were identified that require special handling and disposal methods prior to renovation activities that would disturb them. Refer to the Discussion of Results Section for details.

Revision Notes: This is the initial report dated September 7, 2023.

## Introduction

Michael McGonigle and Matt Biven, of Air Source Technology, Inc. (ASTI), conducted a renovation survey for the Ben Flora Gym located at 613 Berry Avenue, Bellevue, KY 41073. Mr. McGonigle and Mr. Biven are both licensed KY Asbestos Inspector/Management Planners and conducted the site visit and sampling on August 31, 2023. Prior to the survey, Mr. McGonigle spoke with Robert Ehmet Hayes & Associates, about the renovation plans for the school. Inspection and testing were desired to determine what asbestos-containing materials may be present and possibly affected by the planned renovation. The survey was conducted to assist in the planning of the upcoming renovation project.

**ASTI Survey Services Limitations:** Note that there may be inaccessible interior building cavities, crawl spaces, etc. where asbestos and other hazardous materials could not be noted and quantified. There is a potential for asbestos and other hazardous materials to be discovered/uncovered during demolition. The owner should have contingency plans and budgeting that account for the possibility of finding additional asbestos materials or other hazardous materials during demolition. The information and recommendations in this report supersede all other communications. Air Source Technology, Inc. (ASTI) provides this information for the convenience of our clients with no warranties, expressed or implied. Users of this survey information unconditionally agree not to hold ASTI responsible in any manner or to any extent for action(s), or the consequences of such action(s), relating to the use of the information provided herein. Amendments and revisions to this report will be issued if required.

## Sampling Protocols

### DEMOLITION SURVEY

In general, ASTI followed a building asbestos survey protocol as outlined in ASTM International (ASTM) Document E2356-14, Standard Practice for Comprehensive Building Asbestos Surveys and EPA's AHERA sampling protocol (Asbestos-Containing Materials in Schools) 40 CFR Part 763 Subpart E sections 85-87 (inspections, sampling & analysis). The AHERA Asbestos Management Plan was also reviewed to minimize the need for disturbing building materials prior to renovation. Sampling and testing were conducted as needed. The stated purpose of the survey was to support planning for intended renovation to the school.

### PHOTOGRAPHS



Photographs were collected using the Nikon Coolpix S7000. The S7000 model is a 16.0 Mega-pixel camera with a 20X optical digital zoom. It has a built-in flash and several features to enhance images in various shooting situations. The S7000 provides Nikon's latest advanced technologies including image processing so both still images and movies are rendered with fine detail and luminous clarity. Raw digital images are archived separately, with only copies of the original raw digital images processed as appropriate for clarity in the report.

## Discussion of Results

Air Source Technology, Inc. (ASTI) conducted a renovation survey of the Ben Flora Gym on August 31, 2023.

**Asbestos:** Note: Greater than 1% asbestos content is defined as asbestos-containing material (ACM) by the Environmental Protection Agency (EPA). The following table summarizes the suspect asbestos samples collected and laboratory results:

Sample ID	Description of Suspect ACM	Asbestos Content
G-1A	Pipe Joint Compound/Men's RR Pipe Chase	No Asbestos Detected
G-1B	Pipe Joint Compound/Women's Locker Room Pipe Chase	No Asbestos Detected
G-2A	Drop Ceiling Tile/Men's RR	No Asbestos Detected
G-2B	Drop Ceiling Tile/Men's Locker Room	No Asbestos Detected
G-3A	12" White Floor Tile Top Layer (Coach Office)	2% Chrysotile
G-3B	12" white Floor Tile – Lab instructed to stop at 1 <sup>st</sup> positive	
G-4A tile	12" White Floor Tile Bottom Layer (Coach Office)	2% Chrysotile
G-4A mastic	Yellow Mastic	No Asbestos Detected
G-4B	12" white Floor Tile – Lab instructed to stop at 1 <sup>st</sup> positive	
G-4B mastic	Yellow Mastic	No Asbestos Detected
G-5A	Ceiling Textured/ Men's Locker Room	No Asbestos Detected
G-5B	Ceiling Textured/ Men's Locker Room	No Asbestos Detected
G-5C	Ceiling Textured/ Men's Locker Room	No Asbestos Detected

No asbestos was identified in the pipe joint compound, drop ceiling tile or textured ceiling material. Both layers of the 12" White Floor Tile in the Coach's Office were sampled and identified as ACM.

### Summary of Asbestos-Containing Materials (ACM)

At this point, ASTI estimates the total of asbestos-containing materials to be as follows:

ACM/Location	Estimated Quantity	Estimated Removal Cost
12" White Floor Tile / Coach's Office	400 ft <sup>2</sup>	\$1500

EPA requires any ACM material to be removed prior to renovation activities that would disturb them.

---

## Conclusions

Asbestos-containing materials were identified that require special handling and disposal methods prior to renovation activities that would disturb them. Refer to the Discussion of Results Section for details.

Air Source Technology, Inc. recommends submitting this report along with a courtesy EPA notification to the KY Division for Air Quality at least 10 working days prior to the start of abatement activities.

**Appendix A**  
**Laboratory Analysis Results**



Environmental Hazards Services, L.L.C.  
 7469 Whitepine Rd  
 Richmond, VA 23237  
 Telephone: 800.347.4010

## Asbestos Bulk Analysis Report

Report Number: 23-09-00089

Client: Air Source Technology Inc.  
 131 Prosperous Pl. Unit 17  
 Lexington, KY 40509

Received Date: 09/01/2023  
 Analyzed Date: 09/01/2023  
 Reported Date: 09/05/2023

Project/Test Address: PC 521; Bellevue Ind Ben Floor Gym; Bellevue KY

Client Number:  
 18-4340

Fax Number:  
 859-299-0494

# Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
23-09-00089-001	G-1A		Gray Powdery; Homogenous	NAD	2% Cellulose 10% Fibrous Glass 88% Non-Fibrous
23-09-00089-002	G-1B		Gray Powdery; Homogenous	NAD	2% Cellulose 10% Fibrous Glass 88% Non-Fibrous
23-09-00089-003	G-2A		White Paint-Like; Gray Fibrous; Inhomogenous	NAD	60% Cellulose 35% Fibrous Glass 5% Non-Fibrous
23-09-00089-004	G-2B		White Paint-Like; Gray Fibrous; Inhomogenous	NAD	60% Cellulose 35% Fibrous Glass 5% Non-Fibrous
23-09-00089-005	G-3A		Gray Vinyl; Homogenous	2% Chrysotile	98% Non-Fibrous
				Total Asbestos:	2%
Mastic present, quantity not sufficient for analysis.					

## Environmental Hazards Services, L.L.C

Client Number: 18-4340  
 Project/Test Address: PC 521; Bellevue Ind Ben Floor Gym;  
 Bellevue KY

Report Number: 23-09-00089

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
23-09-00089-006	G-3B			Did Not Analyze (Positive Stop)	
23-09-00089-007A	G-4A	Tile	Gray Vinyl; Homogenous	2% Chrysotile	98% Non-Fibrous
				Total Asbestos: 2%	
23-09-00089-007B	G-4A	Mastic	Yellow Adhesive; Homogenous	NAD	100% Non-Fibrous
23-09-00089-008A	G-4B	Tile		Did Not Analyze (Positive Stop)	
23-09-00089-008B	G-4B	Mastic	Yellow Adhesive; Homogenous	NAD	100% Non-Fibrous
23-09-00089-009	G-5A		White Powdery; White Granular; Inhomogenous	NAD	100% Non-Fibrous
23-09-00089-010	G-5B		White Powdery; White Granular; Inhomogenous	NAD	100% Non-Fibrous
23-09-00089-011	G-5C		White Powdery; White Granular; Inhomogenous	NAD	100% Non-Fibrous

# Environmental Hazards Services, L.L.C

Client Number: 18-4340  
Project/Test Address: PC 521; Bellevue Ind Ben Floor Gym;  
Bellevue KY

Report Number: 23-09-00089

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
-------------------	----------------------	------------	-----------------------	----------	-----------------

QC Sample: 55-M12019-2  
QC Blank: SRM 1866 Fiberglass  
Reporting Limit: 1% Asbestos  
Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020  
Analyst: Angel McDaniel



Reviewed By Authorized Signatory:

Tasha Eaddy  
QA/QC Clerk

These results are based on a comparative visual estimate. The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0 VELAP 460172. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

\* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected



**EHS Laboratories™**

Environmental Hazards Services, LLC

**Asbestos Chain-of-Custody Form**

SHIP TO: 7469 Whitepine Rd. Richmond, VA 23237

Phone: (800) 347-4010 FAX: (804) 275-4907

ONLINE CLIENT PORTAL AVAILABLE FOR ANALYSIS RESULTS AT:

www.leadlab.com

23-09-00089



Due Date:

09/05/2023

(Tuesday)

AE

11:21 AM

AirSource Technology, Inc.

Account Number: 18-4340

Company Name: 131 Prosperous Place, Unit 17

City/State/zip: Lexington, KY 40509

Address: 859-299-0046

Phone #: support@airsourcetechnology.com

Email: Fax: 859-299-0494

Project Name / Testing Address: PC521 Bellevue Ind. Ben Florence Gym City/State (Required): Bellevue, KY

Collected by: Michael McGonigle

P.O. #

110586

TURN AROUND TIMES: IF NO TAT IS SPECIFIED, SAMPLE(S) WILL BE PROCESSED AND CHARGED AS 3 - DAY TAT.

No.	Client Sample ID	HA Area #	Collection Date & Time	1 Day			2 Day			3 Day			Location/Description	Comments
				PLM	Positive Stop	Point Count 400	PLM	Positive Stop	Point Count 400	PLM	Positive Stop	Point Count 400		
1	G-1A,B	1	8/31/23	X	X							Pipe Joint Compound		
2	G-2A,B	2										Drop Ceiling Tile		
3	G-3A,B	3										Top Layer 12" White Floor Tile		
4	G-4A,B	4										Bottom Layer 12" White Floor Tile		
5	G-5A,B,C	5										Ceiling Texture		
6														
7														
8														
9														
10														

Released by: Michael B. McGonigle

Signature: Michael B. McGonigle

Date/Time: 8/31/23 4 PM

Received by: D BOWEN

Signature: D Bowen

Date/Time: 8/31/23 11:50 AM

## **Appendix B**

### **Photographs**



Photograph #1: Google earth view of Ben Flora Gym.



Photograph #2: Pipe joint compound (Sample G-1A).



Photograph #3: Drop ceiling tile (Sample G-2A).



Photograph #4: Pipe Joint Compound (Sample G-2B).

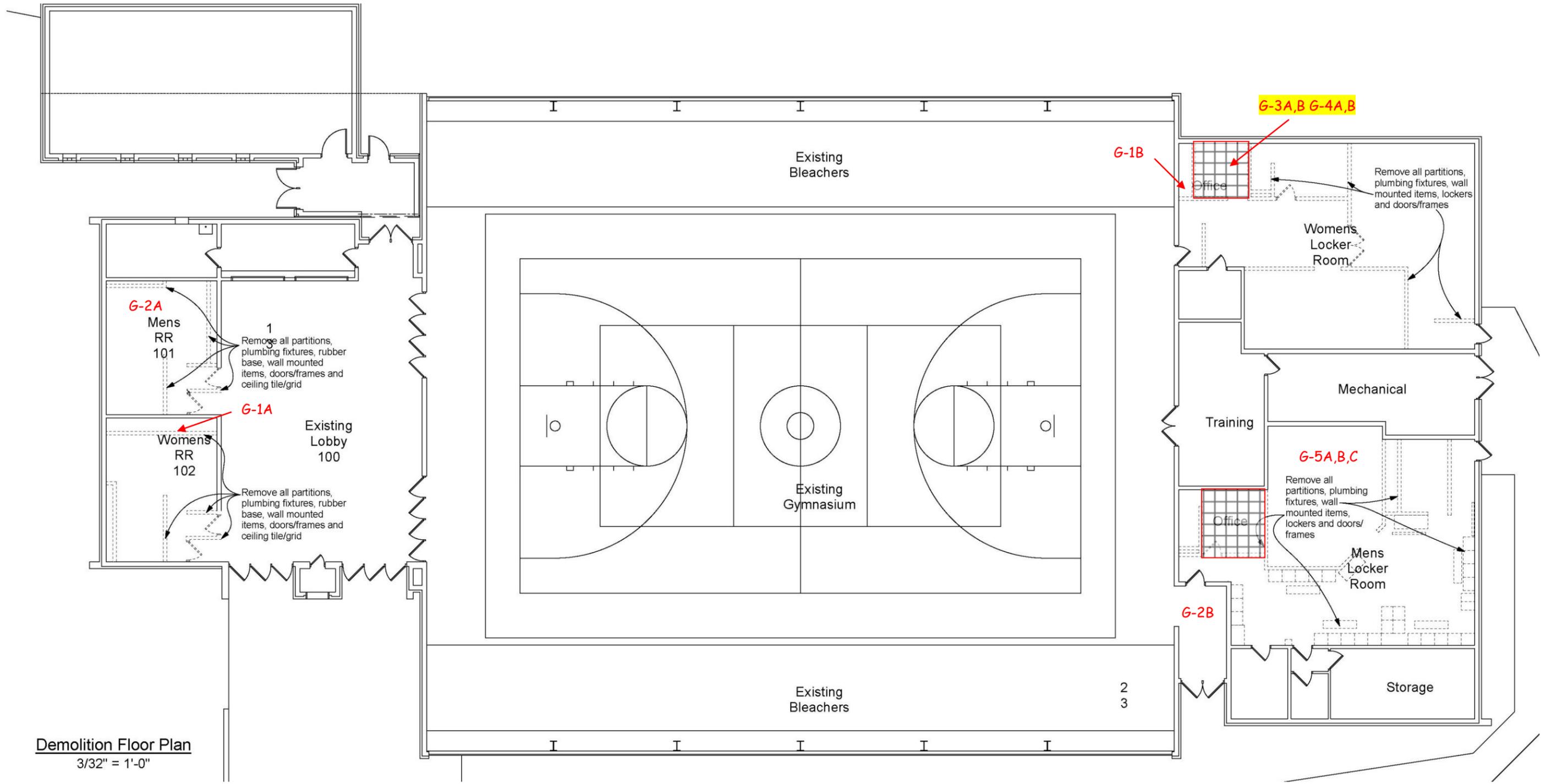


Photograph #5: Textured ceiling (Samples G-5A, B & C).



Photograph #6: Drop ceiling tile (Sample G-2B).

**Appendix C**  
**ACM Locations**



Demolition Floor Plan  
3/32" = 1'-0"

 12" asbestos white floor tile (2 layers)

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Project information
  - 2. Work covered by Contract Documents
  - 3. Owner-furnished products
  - 4. Coordination with occupants
  - 5. Work restrictions
  - 6. Type of contract
  - 7. Use of premises
  - 8. Existing conditions
  - 9. Conduct of operations
  - 10. Completion date
  - 11. Specification and Drawing conventions

1.3 PROJECT INFORMATION

- A. Project Identification: Bellevue Independent Schools – Ben Flora Gym- Restroom and Locker Room Renovation, 1 Tiger Lane, Bellevue, Kentucky 41073
- B. Architect: Robert Ehmet Hayes & Associates, PLLC., 2512 Dixie Highway, Fort Mitchell, Kentucky 41017.
- C. Mechanical/Electrical/Engineer: KLH Engineers, PSC, 1538 Alexandria Pike Fort Thomas, Kentucky 41075
- D. Structural Engineer: GOP Limited, 431 Ohio Pike, Suite 100 N, Cincinnati, Ohio 45255-3381.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Project is defined by the Contract Documents and includes, but is not limited to the following:
  - 1. Architectural and Structural: Project consists of renovating public restrooms and locker/restrooms, which includes all new finishes, plumbing fixtures, light fixtures and mechanical units.
  - 2. Plumbing: Plumbing includes, but is not limited to, new gas domestic water heaters, sanitary waste and vent piping, domestic cold water piping, domestic hot water and hot water return piping, natural gas piping, plumbing fixtures and connections, and recirculation pumps.
  - 3. HVAC: HVAC includes, but is not limited to, a new rooftop unit for the lobby, coupled with an energy recovery unit, two ground mounted roof top units for the gymnasium, and an

energy recovery unit for the locker rooms. All new ductwork and air devices for the lobby area and locker room areas. Replacing existing exterior ductwork for the gymnasium and reusing the existing interior distribution.

4. Electric: Electric includes, but is not limited to, new electrical distribution systems, panelboards, wiring devices, light fixtures and lamps, fire alarm system, motor and electrical equipment connections, and concrete equipment pads.

#### 1.5 COMMENCEMENT AND COMPLETION

- A. Before commencing Work, submit an updated copy of Contractor's Construction Schedule showing the sequence, commencement and completion dates, for all Work. The district intends to award the project at the October 25, 2023 board meeting. The owner intends for construction to commence in March of 2024 once the high school basketball season has concluded. Work should begin in the locker rooms by March 29, 2024 and be completed by June 1, 2024. If Alternate Bid #1 is accepted, then work on the public restrooms would then begin on June 1, 2024, and the project should be completed by August 15, 2024. Bidder shall enter their earliest possible completion date on the Form of Proposal. Contractor shall prepare their projected Construction Schedule and Sequencing of Operations for review and approval by the Owner at the Preconstruction Conference.
- B. Contractor shall coordinate all phasing issues with the governing building department, local fire department, and all other governing authorities, Owner's occupancy requirements previously listed, and shall include costs for phasing.

#### 1.6 OWNER-FURNISHED PRODUCTS

- A. If there are any items of work furnished by the Owner, the following will apply.
- B. Owner will arrange for and deliver Shop Drawings, Product Data, and Samples to Contractor where appropriate.
- C. Owner will arrange and pay for delivery of Owner-furnished items according to Contractor's Construction Schedule.
- D. After delivery, Owner will inspect delivered items for damage. Contractor shall be present for and assist in Owner's inspection if required.
- E. If Owner-furnished items are damaged, defective, or missing, Owner will arrange for replacement.
- F. Owner will arrange for manufacturer's field services and for delivery of manufacturer's warranties to Contractor.
- G. Owner will furnish Contractor the earliest possible delivery date of Owner-furnished products. Using Owner-furnished earliest possible delivery dates, Contractor shall designate delivery dates of Owner-furnished items in Contractor's Construction Schedule.

#### 1.7 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
  1. Maintain access to existing walkways, corridors, and other adjacent occupied or used

facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

2. Provide not less than 72-hours' notice to Owner of activities that will affect owner's operations.

B. Owner's Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

#### 1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations. Comply with limitations on use of public roads and streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Contractor shall coordinate work schedule with Owner. Additional overtime labor may need to be factored into the Contractors' Bid in order to meet completion schedule. Such overtime must be scheduled with the Owner. See Supplementary Conditions for weather delays.

C. Existing Utility Interruptions:

1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated.
2. Notify Architect and owner not less than two days in advance of proposed utility interruptions.
3. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

2. Obtain Architect's and Owner's written permission before proceeding with disruptive operations.
- E. Non-Smoking Project Site: Smoking is not permitted on Project site.
  - F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
  - G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
  - H. Employee Screening: Contractor shall run background checks of all persons who will be working at the job site. Contractor shall not allow any person with undesirable results on job site. Contractor shall run background checks expeditiously so as not to delay commencement of work. Badges will be issued by the Owner at one time after Contractor has all background checks in hand. Comply with drug and background screening of Contractor personnel working on Project site.
- 1.9 TYPE OF CONTRACT
- A. Project will be constructed under a single prime contract.
- 1.10 USE OF PREMISES
- A. Use of Site: Limit use of premises and confine construction operations to areas within the Contract limits. Do not disturb portions of Project site beyond areas in which the Work is indicated.
    1. Driveways, Walkways, and Entrances: Keep driveways, walkways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
      - a. Schedule deliveries to minimize use of driveways and entrances and to minimize space and time requirements for storage of materials and equipment onsite.
  - B. On a regular basis as needed, pressure wash driveways and roads to remove construction mud and debris.
- 1.11 EXISTING CONDITIONS
- A. Existing Utilities: See Section 017300 "Execution".
  - B. Damage to Existing Conditions: Prior to commencement of operations the Contractor, along with the Owner and the Architect, shall examine existing conditions. Contractor shall video all conditions as a record of preconstruction condition. Contractor shall submit video with narration as to location to the Architect prior to construction. It shall be the responsibility of the Contractor to rectify any damage.
  - C. Subsurface Conditions: Bids of all Contractors and Subcontractors shall include excavating, trenching and grading down to the level necessary to perform the construction shown on the Drawings regardless of the nature of the materials to be handled.
  - D. Hazardous Materials: Air Source Technology's survey for hazardous materials (dated 9/7/23) is bound into this Project Manual for reference only. Bidder shall read entire text and factor this report into his Bid. The Owner will have removed under a separate bid package.

#### 1.12 CONDUCT OF OPERATIONS

- A. Construction of the Project shall be conducted in conformance with all governing regulations, codes and standards and in a manner to allow persons to safely utilize the existing premises during the construction period. Contractor is solely responsible for contacting authorities to ascertain their requirements in regard to safety and shall pay for same.
- B. Prior to commencement of operations, the Contractor shall submit to the Owner and the Architect at the Preconstruction Conference his detailed Sequence of Operations outlining his proposed method of operation, location of temporary facilities, storage of materials, Contractor's parking etc., for the Owner's review and approval. The Owner retains final authority regarding the disposition of these functions.
- C. Contractor shall provide fences, barricades, temporary partitions, plans of egress, etc. throughout construction as required to protect persons from injury, and as required by the governing building and fire departments, other governing authorities, and shall pay for same.
- D. Contractor shall maintain fire, police, and other emergency access to all parts of the construction area as acceptable to the fire and police departments having jurisdiction.
- E. At the Preconstruction Conference the Contractor shall:
  - 1. Address his code of conduct for workers, which shall include provisions that workers be required to wear shirts, be free of alcohol, drugs, carrying of firearms, smoking, and foul language, not fraternize with students or staff. Contractor and Subcontractors shall not employ workers convicted of felony sex crimes. In general, Contractor and his employees shall conduct themselves in a professional manner respecting others.

#### 1.13 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard, scheduled on Drawings, or listed in Masterspec..
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
  - 3. Quantity allowances.
- C. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices.
  - 2. Section 012600 "Contract Modification Procedures" for procedures governing the use of allowances to be incorporated into Change Orders.
  - 3. All Specifications Sections for work covered by allowances.
  - 4. General Conditions 3.8.2 for Allowances.

#### 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### 1.4 ACTION SUBMITTALS

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

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use

in fulfillment of each allowance.

- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 1.7 LUMP-SUM, UNIT-COST, AND QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner, or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

#### 1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the allowance amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Underground Sanitary Allowance of \$15,000 - Allowance is to sawcut existing concrete floor slabs and make connections to underground sanitary lines since exact locations are unknown. This shall include sawcutting, excavation, piping and restoration of floor slabs. Piping shown on bid documents shall be included in the base bid.

END OF SECTION 012100

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General, and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section "Supplementary Instructions to Bidders" for definition of unit prices.
  - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

#### 1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include costs of all tools, equipment, plant, materials, products, delivery, unloading, labor, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for any methods of measurement and Bid Form for work that requires establishment of unit prices.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of requested unit prices is on the Form of Proposal. Specification Sections relative to the schedule contain requirements for materials described under each unit price.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION (Not Used)

END OF SECTION 012200

## SECTION 012300 – ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General, and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by Bidders and stated on the Form of Proposal for certain work defined in the bidding requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents. An Alternate Bid may also result in a No Change status.

1. Alternates described in this Section are part of the Work only if enumerated in the Owner-Contractor Agreement.
2. The cost or credit for each Alternate is the net addition to or deduction from the Contract Sum to incorporate Alternate into the Work. No other adjustments are made to the Contract Sum.
3. Description of Alternate Bid as outlined on the Form of Proposal and in the Schedule of Alternates in this Section is to identify which Alternate is being priced and shall not be considered as a description of the scope of work involved for each Alternate. See Bidding and Contract Documents for total scope of work for each Alternate Bid.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the Alternate into the Project.
  1. Bidder shall state on the Form of Proposal the change in Base Bid amount for requested Alternates.
  2. It is the Contractor's responsibility to ensure that all Subcontractors understand the scope of each alternate and to assemble various omissions, substitutions, and additions so that each Alternate reflects all affected construction (labor, material, equipment, etc.) including additional construction in one trade made necessary by additions, deductions, or substitutions in another.
  3. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of Alternate.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each Alternate. Indicate if Alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to Alternates.
- C. Execute accepted Alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. See applicable Specification Sections for requirements for materials necessary to achieve the work described under each Alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: All work associated with, but not limited to, public restrooms, as outlined in the bidding and contract documents. This Alternate Bid shall include everything from the new ceiling down to the ground level. All HVAC scope associated with the public restrooms and lobby shall be included in the Base Bid.
- B. Alternate No. 2: All work associated with, but not limited to, gymnasium HVAC, as outlined in the bidding and contract documents.

END OF SECTION 012300

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General, and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an Allowance.
  - 2. Section 012300 "Alternates" for products selected under an Alternate.
  - 3. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit two copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information that will be necessary to accommodate proposed substitution, including a list of changes or revisions needed to other parts of the Work and to construction that may be performed by Owner and separate contractors.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size,

durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

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

#### 1.5 QUALITY ASSURANCE

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

#### 1.6 PROCEDURES

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

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted in accordance with requirements of this Section and elsewhere in the Bidding and Contract Documents.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one Subcontractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all Subcontractors involved.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General, and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. See General, Supplementary and other Conditions of the Contract for other terms of Change Order Proposal Requests.
  - 2. Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposals for adjusting the Contract Sum to reflect actual costs of allowances.
  - 3. Section 012200 "Unit Prices" for administrative requirements for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.
  - 4. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
  - 5. Section 012900 "Payment Procedures" for administrative procedures governing Applications for Payment.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

#### 1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Change Order Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

- c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
- C. PROCESSING CHANGE ORDER PROPOSAL REQUESTS
  1. It is imperative that Change Order Proposals are processed timely. Therefore, the following guidelines shall be adhered to:
    - a. Contractor shall submit the Change Order Proposal to the Architect within 21 days of the request for a Change Order Proposal, or within 21 days of the Contractor's awareness of an event requiring a Change Order Proposal.
    - b. Architect shall route Change Order Proposal to Engineers and Owner and response to Contractor within 21 days.
    - c. If a revision is required, the revised Change Order Proposal shall be resubmitted to Architect within 14 days of request or resubmission.
    - d. Change Order Proposals not submitted within this timeframe may be rejected, unless special permission is granted for an extension.
    - e. For Change Order Proposals based on time and materials, Contractor shall submit a realistic estimate to the Owner within this timeframe. Final Change Order Proposal shall be submitted within 21 days of completion of work.

#### 1.5 CHANGE ORDER PROCEDURES

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Upon Owner's approval of a Change Order Proposal Request, Architect will include this Change Order Proposal in a Change Order for signatures of Owner, Contractor, and Architect on AIA Document G701, Change Order.
- B. See General Conditions and Supplementary Conditions for prior approval required by the Kentucky Department of Education for additions and deductions to the Contract.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714 which instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 3. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 4. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's Construction Schedule.

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal Schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Application for Payment.
- B. Format and Content: Use Project Manual Table of Contents as a guide to establish line items for the Schedule of Values. Provide at least one line item each for labor, materials, and equipment for each Specification Section, with further breakdowns as requested by Architect.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

1. Identification: Include the following Project identification on the Schedule of Values:
  - a. Project name and location.
  - b. Name of Architect.
  - c. Architect's project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Arrange Schedule of Values consistent with format of latest edition of AIA Document G703.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Name of Subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
    - 1) Labor.
    - 2) Materials.
    - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
  1. Submit draft copy of Application for Payment seven days prior to due date of application to Architect for review.
- C. Application for Payment Forms: Use latest edition of AIA Document G702 and AIA Document G703 as forms for Applications for Payment. Monies requested on each Application for Payment shall cut off at the due date to the Architect, not the end of the month.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed.
  1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for materials stored off site, if payment for off-site stored materials has been authorized.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
  - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of Subcontractors.
  2. Schedule of Values.
  3. Submittal Schedule (preliminary).
  4. Contractor's construction schedule (start up, if not final).
  5. Products list (preliminary if not final).
  6. List of Contractor's staff assignments.
  7. List of Contractor's principal consultants.
  8. Report of Preconstruction Conference.
  9. Certificates of insurance and insurance policies.
  10. Performance and Payment bonds.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  3. If Project is bonded, AIA Document G707A Consent of Surety to Reduction in or Partial Release of Retainage.
  4. Also see Supplementary Conditions.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. If required by Owner, AIA Document G706A, "Contractor's Affidavit of Release of Liens."

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

6. If Project is bonded, AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement, if any.
10. Also see Supplementary Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General, and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Information (RFI's).
4. Project meetings.

- B. Contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to specific Subcontractors.

- C. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

- B. Key Personnel Names: At the Pre-Construction Conference, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses,

and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

#### 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner if coordination of Owner's Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Pre-installation Conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.
- E. Superintendents: Contractor's superintendent shall be stationed on the Project full time during the entire course of construction. Mechanical and Electrical Subcontractors shall also have designated full-time superintendents, "full-time" meaning superintendents shall not be employed on any other project during the course of this Contract.

#### 1.6 COORDINATION DRAWINGS

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - e. Indicate required installation sequences.
    - f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  2. Plenum Space: Indicate sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  6. Mechanical and Plumbing Work: Show the following:
    - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including

insulation, bracing, flanges, and support systems.

- b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
  - c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
- a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
  - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
  - c. Panel board, switch board, switchgear, transformer, bus-way, generator, and motor control center locations.
  - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
8. Fire-Protection System: Show the following:
- a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."

#### 1.7 REQUESTS FOR INFORMATION (RFI's)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified. RFI's shall not be submitted unnecessarily or frivolously, but only after the Contractor has thoroughly familiarized himself with the Contract Documents.
1. Architect will return RFI's submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFI's in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Form is bound into Project Manual at the end of this Section. Software-generated form with substantially the same content as indicated above may be submitted to the Architect for consideration.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five days for Architect's response to each RFI. RFI's received by Architect after 2:00 p.m. will be considered as received the following day.
1. The following Contractor-generated RFI's will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFI's or inaccurately prepared RFI's.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Order Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten days of receipt of the Architect's RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFI's organized by the RFI number. Submit log at each construction progress meeting which includes:
1. Name of Project.
  2. Name of Contractor.
  3. Name of Architect.
  4. RFI number (including RFI's that were returned without action or withdrawn).
  5. RFI description.
  6. Date the RFI was submitted to Architect

7. Date Architect's response was returned to Contractor.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

## 1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Architect, and Engineer within five days of the meeting.

B. Preconstruction Conference: Contractor shall schedule and conduct a Preconstruction Conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after Notice of Award.

1. Conduct the conference to review responsibilities and personnel assignments.

2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major Subcontractors; suppliers; representative of governing building department, Civil Engineer, Geotechnical Engineer, and other concerned parties shall attend the conference. Participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

3. It is imperative that persons in Contractor's organization who will administer Applications for Payment, Change Order Proposals, Change Orders, RFI's, and Shop Drawings be in attendance at the Preconstruction Conference.

4. Agenda: Discuss items of significance that could affect progress, including the following:

- a. Tentative construction schedule.
- b. Phasing.
- c. Critical work sequencing and long-lead items.
- d. Designation of key personnel and their duties.
- e. Lines of communications.
- f. Procedures for processing field decisions and Change Orders.
- g. Procedures for RFI's.
- h. Procedures for testing and inspecting.
- i. Procedures for processing Applications for Payment.
- j. Distribution of the Contract Documents.
- k. Submittal procedures.
- l. Preparation of record documents.
- m. Use of the premises.
- n. Work restrictions.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- o. Working hours.
  - p. Owner's occupancy requirements.
  - q. Responsibility for temporary facilities and controls.
  - r. Procedures for moisture and mold control.
  - s. Procedures for disruptions and shutdowns.
  - t. Construction waste management and recycling.
  - u. Parking availability.
  - v. Office, work, and storage areas.
  - w. Equipment deliveries and priorities.
  - x. First aid.
  - y. Security.
  - z. Progress cleaning.
5. Submissions: Start-Up Construction Schedule and Sequence of Operations are due at this Preconstruction Conference.
6. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
- a. Contract Documents.
  - b. Options.
  - c. Related RFI's.
  - d. Related Change Orders.
  - e. Purchases.
  - f. Deliveries.
  - g. Submittals.
  - h. Review of mockups.
  - i. Possible conflicts.
  - j. Compatibility requirements.
  - k. Time schedules.
  - l. Weather limitations.
  - m. Manufacturer's written instructions.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at intervals requested by the Owner. These meetings are usually weekly or bi-weekly.
1. Attendees: In addition to representatives of Owner and Architect, each Subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.
      - 10) Quality and work standards.
      - 11) Status of correction of deficient items.
      - 12) Field observations.
      - 13) Status of RFI's.
      - 14) Status of proposal requests.
      - 15) Pending changes.
      - 16) Status of Change Orders.
      - 17) Pending claims and disputes.
      - 18) Documentation of information for payment requests.
  3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at intervals necessary for orderly progress of the Work. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to representatives of Owner, Architect, Engineer, Contractor, Subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Change Orders.
  3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting within five days of the meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100



## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General, and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup Construction Schedule.
2. Contractor's Construction Schedule.
3. Construction Schedule updating reports.
4. Daily construction reports.
5. Monthly construction status reports.
6. Material location reports.
7. Site condition reports.
8. Special reports.

- B. Related Requirements:

1. Section 013100 "Project Management and Coordination" for distributing meeting and conference minutes.
2. Section 013300 "Submittal Procedures" for submitting schedules and reports.
3. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.
4. Section 075323 "EDPM Roofing"

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a Construction Schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.
- G. Milestone: A key or critical point in time for reference or measurement.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit two paper copies of required submittals
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at bi-weekly intervals.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.
- F. Special Reports: Submit at time of unusual event.

#### 1.5 QUALITY ASSURANCE

- A. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the Start-up Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
  - 4. Review delivery dates for Owner-furnished products.
  - 5. Review schedule for work of Owner's separate contracts.
  - 6. Review submittal requirements and procedures.
  - 7. Review time required for review of submittals and re-submittals.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

8. Review requirements for tests and inspections by independent testing and inspecting agencies.
9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
10. Review and finalize list of construction activities to be included in schedule.
11. Review procedures for updating schedule.

1.6 COORDINATION

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

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each separate area as a separately numbered activity for each main element of the Work. Comply with the following:
  1. Activity Duration: Define activities in days.
  2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and re-submittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times with Contractor's Construction Schedule.
  4. Startup and Testing Time: Include in schedule.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for Certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work under More Than One Contract: Include a separate activity for each contract.
  3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  6. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
    - l. Building flush-out.
    - m. Startup and placement into final use and operation.
  8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Structural completion.
    - b. Temporary enclosure and space conditioning.
    - c. Permanent space enclosure.
    - d. Completion of mechanical installation.
    - e. Completion of electrical installation.
    - f. Substantial Completion.

- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, commencement of construction, Substantial Completion, and Final Completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

## 2.2 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type Construction Schedule at Pre-construction Conference.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work.

## 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule at Pre-construction conference. Base schedule on the Startup Construction Schedule and additional information received since the start of Project.
  - 1. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  - B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.
  - C. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

## 2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report, to be submitted on a bi-weekly

basis, recording the following information concerning events at Project site:

1. List of Subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (see special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of authorities having jurisdiction.
  14. Change Orders received and implemented.
  15. Construction Change Directives received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial completions and occupancies.
  19. Substantial Completions authorized.
- B. Monthly Construction Status Reports: Contractor shall forward the Architect a monthly report on the detailed status of construction at the same time as each Application for Payment is submitted.
- C. Material Location Reports: With submission of each Application for Payment prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported and still stored, plus items recently delivered.
- D. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

## SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for pre-construction video recordings.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting photographic documentation.
  - 2. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Video Recordings: Submit video recordings before first Application for Payment.
  - 1. Submit video recordings DVD format, indicating the following information:
    - a. Name of Project.
    - b. Name of Videographer.
    - c. Name of Contractor.
    - d. Date video recording was recorded.
    - e. Commentary of vantage point, indicating locations, directions (by compass point), etc.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

- A. Preconstruction Video Recording: Before starting construction, record video recording of Project site and surrounding properties from different vantage points, to sufficiently record preconstruction conditions.
  - 1. Flag construction limits before recording construction video recordings.
  - 2. Show existing conditions adjacent to Project site before starting the Work.
  - 3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.
  - 4. Show protection efforts by Contractor.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

END OF SECTION 013233

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule, and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

- B. Related Requirements:

1. Section 011000 "Summary" for submitting Sequence of Operations.
2. Section 012900 "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
3. Section 013100 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and coordination drawings.
4. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule.
5. Section 013233 "Photographic Documentation" for submitting Pre-Construction video.
6. Section 014000 "Quality Requirements" for submitting test and inspection reports.
7. Section 017700 "Closeout Procedures" for submitting closeout items.
8. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
9. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
10. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from

another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a copy of Submittal Schedule, arranged in chronological order by dates required by Construction Schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate Submittal Schedule with list of Subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  2. Submit concurrently with the final submittal of Contractor's Construction Schedule.
    - a. Submit revised Submittal Schedule to reflect changes in current status and timing for submittals.
  3. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of Subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release.
    - g. Scheduled date of fabrication.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Architect's Contract Drawings may, on a case-by-case basis, be provided by the Architect for Contractor's use in preparing submittals. At Contractor's request, and with approval of the Architect, copies of certain CAD files will be provided to the Contractor for the Contractor's use in connection with the Project upon Contractor's execution of "Conditions for Transfer of Electronic Data". Form is on file at the office of the Architect. Depending upon the scope of the request, the Architect may charge a fee. All requests for documents not authored by the Architect must be made directly to the individual consultant and follow their protocol.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Re-submittal Review: Allow 15 days for review of each re-submittal.
  4. Sequential Review: Where sequential review of submittals by Architect's Consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on face of shop drawing to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Name of Subcontractor.
    - f. Name of Supplier.
    - g. Name of Manufacturer
    - h. Submittal number
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Locations(s) where product is to be installed, as appropriate
    - l. Other necessary identification.
  4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  5. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form and submittal number. Architect will disregard submittals received from sources other than Contractor, unless preapproved by Architect.
    - a. Transmittal Form for Submittals: Provide the following information on the transmittal form:
      - 1) Project name.
      - 2) Date.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- 3) Destination (To:).
- 4) Source (From:).
- 5) Name and address of Architect.
- 6) Name of Contractor.
- 7) Name of firm or entity that prepared submittal.
- 8) Names of Subcontractor, Manufacturer, and Supplier.
- 9) Category and type of submittal.
- 10) Submittal purpose and description.
- 11) Specification Section number and title.
- 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
- 13) Drawing number and detail references, as appropriate.
- 14) Indication of full or partial submittal.
- 15) Transmittal number, numbered consecutively.
- 16) Submittal and transmittal distribution record.
- 17) Remarks.
- 18) Signature of transmitter.

- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Re-submit submittals until they are marked with accepted notation from Architect's action stamp.
  4. For each re-submittal include a numerical suffix, after initial submittal number. (For example, 13-R1, 13-R2, etc.)
  5. For record copy, include submittal number with "Record" afterward (e.g. 13-Record).
- H. Distribution: Furnish copies of final submittals to manufacturers, Subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with accepted notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

1. Action Submittals: Submit PDF copies of each submittal unless otherwise indicated. Architect will return as a stamped, reviewed PDF.
  2. Informational Submittals: Submit PDF copies of each submittal unless otherwise indicated. Architect will not return copies.
  3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF copies of Product Data unless otherwise indicated. Architect will return one PDF copy.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer if specified.
2. Sheet Size: Submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches. All text needs to be fully legible.
  3. Submit Shop Drawings in PDF form for each submittal. Architect will return a reviewed PDF.
  4. **Where shop drawings are submitted electronically, Contractor shall follow up within one week by forwarding to the Architect a paper record copy of legible size for each component.**
  5. All Shop Drawings relative to life safety systems, shall, if required, be submitted directly by the Contractor or Subcontractor responsible for the particular construction activity to the appropriate building authority for approval prior to installation of the activity involved with a copy of the transmittal to the Architect. Shop Drawings, with all Product Data and Calculations, shall be submitted to the Architect's office either before or after submission to the appropriate building authority as requirements dictate.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed. All Samples relative to color and finish selections must be submitted by Contractor before any color or finish selections are made. The process will be conducted at one time by Architect and Owner.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product lines. Architect will retain color samples and selectors.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit two sets of Samples.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Submit product schedule in two paper copies.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- L. Qualification Data: See individual Specification Sections.
- M. Welding Certificates: See individual Specification Sections.

- N. Installer Certificates: See individual Specification Sections.
- O. Manufacturer Certificates: See individual Specification Sections.
- P. Product Certificates: See individual Specification Sections.
- Q. Material Certificates: See individual Specification Sections.
- R. Material Test Reports: See individual Specification Sections.
- S. Product Test Reports: See individual Specification Sections.
- T. Research Reports: See individual Specification Sections.
- U. Preconstruction Test Reports: See individual Specification Sections.
- V. Compatibility Test Reports: See individual Specification Sections.
- W. Field Test Reports: See individual Specification Sections.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## 2.3 ELECTRONIC SUBMITTAL PROCEDURES

- A. Summary:
  - 1. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
  - 2. The electronic submittal process is not intended for color samples, color charts, or physical material samples.
- B. Procedures:

1. Submittal Preparation: Contractor may use any or all of the following options:
  - a. Subcontractors and Suppliers provide paper submittals to General Contractor who electronically scans and converts to PDF format.
  - b. Subcontractors and Suppliers provide paper submittals to Scanning Service which electronically scans and converts to PDF format.
2. Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer / product, dimensions and coordination of information with other parts of the work.
3. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.
4. One paper copy of reviewed submittal shall be submitted for the Architect's record within one week of receiving notification of reviewed submittal. This includes original submittal as well as any subsequent, revised submittals. Drawings shall be printed full-size, as appropriate.
5. Submit paper copies of reviewed submittals in Operations and Maintenance Manuals at project closeout for record purposes.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
  1. "No Exceptions", "Exceptions Noted", "Revise and Re-submit", "Exceptions Noted Submit Record Copy", "Action Not Required".
    - a. No Exceptions: The work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend upon that compliance.
    - b. Exceptions Noted: The work covered by the submittal may proceed provided it complies both with the Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- c. **Revise and Re-submit:** Do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery, or any other activity for the product submitted. Revise or prepare a new submittal according to Architect's notations and corrections.
  - d. **Exceptions Noted Submit Record Copy:** The work covered by the submittal may proceed provided it complies both with the Architect's notations and corrections on the submittal and the Contract Documents, and is followed by a Record Copy with all exceptions incorporated.
  - e. **Action Not Required:** If the submittal is primarily for information purposes, record purposes, special processing, or other contractor activity, it will be returned with this action.
2. **Informational Submittals:** Architect will review each submittal; if it does not comply with requirements, will disregard it. Architect will forward each submittal to appropriate party.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
  - C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for re-submittal without review.
  - D. Submittals not required by the Contract Documents or not in accordance with listed subcontractors and manufacturers will not be reviewed and may be discarded or returned by the Architect without action.
  - E. **Architect will not review Material Safety and Data Sheets.**
  - F. Submittals not properly transmitted and/or not in accordance with listed subcontractors and manufacturers will not be reviewed.

END OF SECTION 013300

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and control services required by Architect, Owner, Commissioning Agent, or authorities having jurisdiction are not limited by provisions of this Section.
  - 3. Specific test and inspection requirements are not specified in this Section.
- C. Related Requirements:
  - 1. See all Sections of the Project Manuals for testing and inspections.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
  - 2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from

the building but on Project site, consisting of multiple products, assemblies, and subassemblies.

- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL (Nationally Recognized Testing Laboratory), an NVLAP (National Voluntary Laboratory Accreditation Program), or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed numerous previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

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

#### 1.5 SUBMITTALS

- A. Shop Drawings: For mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
  - 1. Indicate manufacturer and model number of individual components.
  - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

#### 1.6 INFORMATIONAL SUBMITTALS

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Contractor's Quality Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component of designated seismic system.
  - 2. Main wind-force-resisting system or a wind-resisting component of the wind-force-resisting system.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Owner may require proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR'S QUALITY CONTROL PLAN

- A. Quality Control Plan, General: Submit Quality Control Plan in format acceptable to Architect at the Pre-construction Conference. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's Construction Schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project Quality-Control Manager may also serve as Project Superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In Quality Control Plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
  - 1. Contractor-performed tests and inspections including Subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the

"Statement of Special Inspections."

3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

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

3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement as to whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement as to whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

#### 1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections may specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those services performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

- F. Specialists: Certain Specification Sections may require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
  
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM ; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
  
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
  
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
  
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. If requested, build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. If requested, build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, and others as directed, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  2. Notify Architect a week in advance of dates and times when mockups will be constructed.
  3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
  4. Demonstrate the proposed range of aesthetic effects and workmanship.
  5. Obtain Architect's approval of mockups before starting work, fabrication, or construction. Allow seven days for initial review and each re-review of each mockup.
  6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  7. Demolish and remove mockups when directed unless otherwise indicated.
- L. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made by the Owner.
  3. Costs for re-testing and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- M. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Notify Testing Agency in sufficient time to have each required test performed timely.
  2. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  3. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  4. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  5. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  6. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

7. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- N. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- O. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- P. **Re-testing/Re-inspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including re-testing and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- Q. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- R. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.

7. Security and protection for samples and for testing and inspecting equipment at Project site.
- S. Coordination: Whether testing (special, standard, or otherwise) is by Owner or Contractor, Contractor shall coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  1. Schedule times for all required tests, inspections, obtaining samples, and similar activities.
- T. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's Quality Control Plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
  1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### 1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction, as indicated in individual Sections of the Specifications to be the responsibility of the Owner, in accordance with this Section, in accordance with the latest edition of the Kentucky Building Code, in accordance with the Drawings, and to do as follows:
  1. Contractor shall coordinate all special testing with special testing agency and promptly notify agency of times and kinds of special testing to be performed.
  2. Verify that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  3. Notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  4. Submit a certified written report of each test, inspection, and similar quality-control service to Architect and others as directed.
  5. Interpret tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Re-test and re-inspect corrected work.
  7. Submit final report of special tests and inspections at Substantial Completion in accordance with the latest edition of the Kentucky Building Code which states an opinion that the Work inspected essentially conforms to the approved Construction Documents, all required special inspections have been completed, and discrepancies have been corrected. List any unresolved deficiencies.
- B. If requested, Contractor will be required to execute "Contractor's Statement of Responsibility" relative to the Quality Assurance Plan and Special Inspection Program submitted to the governing building authority before initial Application for Payment.

#### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 TEST AND INSPECTION LOG

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

#### 3.2 REPAIR AND PROTECTION

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

END OF SECTION 014000

## SECTION 014200 – REFERENCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 DEFINITIONS

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

#### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

D. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.

#### 1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the list as published by Masterspec. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents, but are not guaranteed. Masterspec list is on file at the office of the Architect.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the list as published by Masterspec. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents, but are not guaranteed. Masterspec list is on file at the office of the Architect.

C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the list as published by Masterspec. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents, but are not guaranteed. Masterspec list is on file at the office of the Architect.

D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the list as published by Masterspec. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents, but are not guaranteed. Masterspec list is on file at the office of the Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
  - 2. Section 017300 "Execution" for progress cleaning requirements.

#### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Owner shall pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Owner shall pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Owner shall pay electric-power-service use charges for electricity used by all entities for construction operations.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.

2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- E. Dust- and HVAC-Control Plan: Submit coordination drawings and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
1. Locations of dust-control partitions at each phase of work.
  2. HVAC system isolation schematic drawing.
  3. Location of proposed air-filtration system discharge.
  4. Waste handling procedures.
  5. Other dust-control measures.

## 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Temporary facilities shall comply with all federal, state and local regulations, and requirements of utilities companies.
- D. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1, and other governing authorities.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete bases for supporting posts.
- B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- C. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

## 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep offices clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 15 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
  - 3. Drinking water.
  - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
  - 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

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

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service.
  - 1. Contractor shall pay for all fees, taxes, certifications, permits, etc. for temporary facilities.
- B. Water and Sewer Service from Existing Systems: Water from Owner's existing water system is available for use. Provide connections and extensions of services as required for construction operations.
  - 1. Plumbing Subcontractor shall provide and maintain a temporary water supply to all parts of the Project where temporary water is needed.
  - 2. Install water service and distribution piping in sizes and pressures adequate for construction and in accordance with all prevailing codes.
  - 3. Sterilize temporary water piping prior to use.
  - 4. Contractor and Plumbing Subcontractor shall be jointly responsible for protecting water from freezing.
  - 5. Provide water with necessary pressure to clean vehicles and tires of mud and debris prior to leaving construction site.
  - 6. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  - 7. Provide temporary utilities to move effluent lawfully. Connect temporary sewers as directed by authorities having jurisdiction.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Safety Facilities: Provide safety shower, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  - 1. If temporary heating and cooling will involve use of electric, Contractor shall pay all set up charges and usage charges associated with temporary heating and cooling.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Prior to commencing work, isolate the HVAC system in areas where work is to be performed according to coordination drawings.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
  - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- H. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use. Provide connections and extension of services as required for construction operations.
  - 1. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 2. Install electric power service overhead unless otherwise indicated.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system and that complies with latest Kentucky Building Code.
- J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line for field office.
  - 1. Provide additional telephone line for a dedicated telephone line for a facsimile machine in field office.
  - 2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- e. Architect's office.
  - f. Engineers' offices.
  - g. Owner's office.
  - h. Principal subcontractors' field and home offices.
3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- K. Electronic Communication Service: Provide e-mail access to all key personnel via DSL line.

### 3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

- 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
- 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Roads and Stoned Areas: Construct and maintain temporary roads and stoned areas adequate for construction operations and for continual access of emergency vehicles. At Contractor's option, locate temporary roads and stoned areas in same location as permanent roads and paved areas. Extend temporary roads and stoned areas, within construction limits, as necessary to construction operations.

- 1. Provide dust-control treatment that is non-polluting and non-tracking. Reapply treatment as required to minimize dust.
- 2. On a regular basis as needed, pressure wash driveways and roads to remove construction mud and debris.
- 3. Coordinate access and haul routes with governing authorities and Owner.
- 4. Prepare subgrade and install subbase and base for temporary roads and stone areas according to Section 312000 "Earth Moving".
- 5. If temporary roads and stoned areas are in same location as permanent roads:
  - a. Coordinate elevations of temporary roads and stone areas with permanent roads and paved areas.
  - b. Recondition stone base after temporary use, including removing contaminated material, regarding, proofrolling, compacting and testing.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

- 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
- 2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Use designated areas for parking areas for construction personnel.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction.

Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  2. Remove snow and ice as required to minimize accumulations.
- F. Project Identification Sign and Temporary Signs: Provide Project identification sign and temporary signs as follows. Unauthorized signs are not permitted.
1. Project sign shall be 4 feet wide x 8 feet high and include Title of Project, Owner, Architect, Contractor, and graphic image. It shall be constructed of medium density, overlay exterior plywood, and shall be adequately framed and braced. The Architect will furnish the Contractor with the subject matter, colors, lettering, etc. electronically. Location of the sign on site shall be as designated by Architect.
  2. Temporary signs shall provide directional information for construction personnel and visitors -- Construction Area, No Trespassing, etc. Signs shall be professionally painted and provide necessary cautions to construction personnel and the public.
  3. Provide emergency signs as requested and required by governing building authority.
  4. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution" and in Section 017419 "Construction Waste Management and Disposal".
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Comply with requirements of governing authorities.
- J. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted with prior approval of Owner and Architect, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.
- K. Roadways: Keep roadways on site and adjacent to site clear of all mud and debris. Trucks hauling materials, dirt, etc. shall be hosed and cleaned as required to keep mud from depositing on roadways.
- 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Also comply with Sections 011000 "Summary".
- B. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- C. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- D. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas from fumes and noise.
  - 1. Construct dustproof partitions in accordance with requirements of governing building authority with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
    - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.
  - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 3. Insulate partitions to control noise transmission to occupied areas.
  - 4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - 5. Protect air-handling equipment.
  - 6. Provide walk-off mats at each entrance through temporary partition.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241, the latest Kentucky Building Code, and other governing authorities, including locations, types, and quantities; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

5. Store combustible materials in containers in locations safe from fire.

- I. Winterizing Measures: Contract shall anticipate and winterize project as the need arises so that construction may continue through inclement weather. All winterizing costs shall be included in Contractor's Bid.

### 3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use permanent HVAC system to control humidity if prior approval has been granted by the Owner and Architect.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
  - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
  - b. Measure moisture content of materials that have been exposed to moisture during

construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.

- c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an allowance.
  - 2. Section 012300 "Alternates" for products selected under an alternate.
  - 3. Section 012500 "Substitution Procedures" for requests for substitutions.
  - 4. Section 014200 "References" for applicable industry standards for products specified.
  - 5. Section 015000 "Temporary Facilities and Controls" for storage of products and materials.

#### 1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.4 ACTION SUBMITTALS

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

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

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight

enclosure above ground, with ventilation adequate to prevent condensation.

4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of any materials and equipment that may be installed by Owner's construction forces. Coordinate location with Owner.
8. See Section 015000 "Temporary Facilities and Controls" for protection and storage of products and materials.

#### 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

### PART 2 - PRODUCTS

#### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are

specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

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

## 2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record non-compliance with these requirements:

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017300 – EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.
9. Correction of the Work.

- B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 017700 "Closeout Procedures" for submitting Project Record Documents and final cleaning.

#### 1.3 DEFINITIONS

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

#### 1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements may include, but are not limited to, the following:

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- a. Primary operational systems and equipment.
  - b. Fire separation assemblies.
  - c. Air or smoke barriers.
  - d. Fire-suppression systems.
  - e. Mechanical systems piping and ducts.
  - f. Control systems.
  - g. Communication systems.
  - h. Fire-detection and -alarm systems.
  - i. Conveying systems.
  - j. Electrical wiring systems.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements may include, but are not limited to, the following:
- a. Water, moisture, or vapor barriers.
  - b. Membranes and flashings.
  - c. Exterior curtain-wall construction.
  - d. Sprayed fire-resistive material.
  - e. Equipment supports.
  - f. Piping, ductwork, vessels, and equipment.
  - g. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
  - 1. Take precautions not to disturb these lines or any other lines which may be encountered unless the Contract Documents call for their removal or rerouting.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- D. Review of Contract Documents and Field Conditions: Immediately upon discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a Request for Information (RFI) to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered

hazardous.

### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
  2. All cutting and patching into masonry work relative to Mechanical and Electrical trades shall be performed by a Masonry Subcontractor employed by each of the respect Mechanical and Electrical Subcontractors.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer and comply with written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or re-hang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 OWNER-INSTALLED PRODUCTS (If Any)

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
  1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - B. Site: Maintain Project site free of waste materials and debris.
  - C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
    1. Remove liquid spills promptly.
    2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
  - D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
  - E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
  - F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
  - G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls" and Section 017419 "Construction Waste Management and Disposal."
  - H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
  - I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
  - J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.7 STARTING AND ADJUSTING
- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements", if commissioning is included in the scope of Work.
  - B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
  - C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
  - D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

Replace damaged and malfunctioning controls and equipment.

- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging non-hazardous construction waste.
  - 2. Recycling non-hazardous construction waste.
  - 3. Disposing of non-hazardous construction waste.

#### 1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction operations. Construction waste includes packaging.
- B. Disposal: Removal off-site of construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- C. Recycle: Recovery of construction waste for subsequent processing in preparation for reuse.
- D. Salvage: Recovery of construction waste and subsequent sale or reuse in another facility.
- E. Salvage and Reuse: Recovery of construction waste and subsequent incorporation into the Work.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction waste from landfills and incinerators. Facilitate recycling and salvage of materials which may include the following:
  - 1. Construction Waste:
    - a. Concrete
    - b. Masonry and CMU.
    - c. Lumber.
    - d. Wood sheet materials.
    - e. Metals.
    - f. Roofing.
    - g. Insulation.
    - h. Carpet.
    - i. Gypsum board.
    - j. Ceiling tiles.
    - k. Rubber flooring.
    - l. Piping.
    - m. Electrical conduit.
    - n. Packaging: Regardless of salvage/recycle goal for the Project, salvage or recycle 100 percent of the following uncontaminated packaging materials:

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- 1) Paper.
- 2) Cardboard.
- 3) Boxes.
- 4) Plastic sheet and film.
- 5) Polystyrene packaging.
- 6) Wood crates.
- 7) Plastic pails.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  1. Review and discuss Waste Management Plan including responsibilities of Waste Management Coordinator.
  2. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  3. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  4. Review waste management requirements for each trade.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a Waste Management Plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification and waste reduction work plan. Submit plan within 30 days of date award of Contract.
- B. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator.
  1. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved Waste Management Plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement Waste Management Plan during the entire duration of the Contract.
  1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- B. Waste Management Coordinator: Engage a Waste Management Coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute Waste Management Plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

### 3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

### 3.3 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - 2. Polystyrene Packaging: Separate and bag materials.
  - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

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

- B. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

### 3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

- B. Burning: Do not burn waste materials.

- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Final completion procedures.
2. Warranties.
3. Final cleaning.
4. Repair of the Work.

- B. Related Requirements:

1. Section 012900 "Payment Procedures" for requirements for Applications for Payment at Substantial and Final Completion.
2. Section 015000 "Temporary Facilities and Controls" for pest control.
3. Section 017300 "Execution" for progress cleaning of Project site.
4. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
5. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
6. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.4 CLOSEOUT SUBMITTALS

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

#### 1.5 SUBSTANTIAL COMPLETION PROCEDURES

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punchlist), indicating the value of each item on the list and reasons why the Work is incomplete.
  
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Contractor's punchlist.
  - 2. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 3. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, and similar final record information.
  - 4. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 5. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, keys, and similar items, and deliver to Owner. Itemize on receipt and obtain Owner's signature. Forward receipt to Architect. Label with manufacturer's name and model number where applicable.
  - 6. Submit test / adjust / balance records.
  - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  - 6. Advise Owner of changeover in heat and other utilities.
  - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), signed and dated by Contractor. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

C. Execute the Kentucky Department of Education's BG-4 "Final Approval and Payment Application". Form is on file at Architect's office for reference.

#### 1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
  - a. Project name.
  - b. Date.
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Page number.
4. Submit list of incomplete items in the following format:
  - a. MS Excel electronic file.
  - b. Two paper copies.

#### 1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual. Include warranties in appropriate sections of Operating and Maintenance Manuals.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

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

#### PART 3 - EXECUTION

##### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. With the aid of a metal detector or "magnetic broom", remove all nails and sheet metal scraps from the grounds around the building. Remove all loose fasteners and metal scraps from the roofs and from around rooftop equipment.
  - d. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - e. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - f. Remove snow and ice to provide safe access to building.
  - g. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - h. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - i. Sweep concrete floors broom clean in unoccupied spaces.
  - j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
  - k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - l. Remove labels that are not permanent.
  - m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - p. Clean HVAC ducts, blowers, and coils, and replace filters.
  - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - r. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls" and Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Product maintenance and data manuals.
  - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

#### 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit all manuals in the following format:
  - 1. Two paper copies of each manual. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
  - 2. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.

- b. Enable inserted reviewer comments on draft submittals.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training.
  - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
  - 1. List of documents.
  - 2. List of systems.
  - 3. List of equipment.
  - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

### 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Architect.
  7. Name and contact information for Commissioning Authority.
  8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  9. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. Manuals shall be divided and compiled into trades as appropriate for the Project.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section numbers on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.3 EMERGENCY MANUALS

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

## 2.4 OPERATION MANUALS

1. Performance and design criteria if Contractor has delegated design responsibility.
2. Operating standards.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

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

B. Descriptions: Include the following:

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

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.5 PRODUCT DATA AND MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.

4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Shop Drawings.
  - 4. Record product data.
  - 5. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements and record product data.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Submit one set of marked-up record prints noted with all changes to the original Drawings, including, but not limited to, addenda, change orders, construction changes, etc.
    - a. Submit electronic files of marked-up record prints scanned into PDF format capable of being opened by Adobe Acrobat Reader and organized using Microsoft Excel into a log based on CSI divisions and hyperlinked to launch documents.
  - 2. Include each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit scanned PDF electronic files of marked-up Project Specifications, including addenda and contract modifications.
  - 1. Name each indexed section in a composite electronic index with applicable item name. Include a complete electronically linked directory.
- C. Record Shop Drawings: Submit scanned PDF electronic files of final versions of all Shop Drawings.
- D. Reports: Record items to be incorporated into project record documents concurrent with progress of the Work at least weekly, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

#### A. Record Prints:

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
  - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Accurately record information in an acceptable drawing technique.
  - c. Record data as soon as possible after obtaining it.
  - d. Record and check the markup before enclosing concealed installations.
  - e. Cross-reference record prints to corresponding archive photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
  - a. Dimensional changes to Drawings.
  - b. Revisions to details shown on Drawings.
  - c. Depths of foundations below first floor.
  - d. Locations and depths of underground utilities.
  - e. Revisions to routing of piping and conduits.
  - f. Revisions to electrical circuitry.
  - g. Actual equipment locations.
  - h. Duct size and routing.
  - i. Locations of concealed internal utilities.
  - j. Changes made by Change Order or Change Directive.
  - k. Changes made following Architect's written orders.
  - l. Details not on the original Contract Drawings.
  - m. Field records for variable and concealed conditions.
  - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
7. Each Drawing must be signed and date by Contractor and appropriate Subcontractor.

- B. Record Digital Files: Immediately before inspection for Certificate of Substantial Completion, carefully review marked-up record prints. If Contractor is satisfied that the record prints are complete, scan to PDF electronic files.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Record Digital Files: Scan to PDF electronic files.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  - 5. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as scanned PDF electronic files of marked-up paper copy of Specifications.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as scanned PDF electronic files of marked-up paper copy of Product Data.
  - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as scanned PDF electronic files of marked-up miscellaneous record submittals.
  - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur (at least weekly); do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.
- B. Related Requirements: All Sections of the Project Manuals as they relate to demonstration and training.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit one copy within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Date of video recording.

2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals. Also scan to PDF electronic file.

#### 1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
- D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  1. Inspect and discuss locations and other facilities required for instruction.
  2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  3. Review required content of instruction.
  4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

#### 1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

### PART 2 - PRODUCTS

#### 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for

each system and for equipment not part of a system, as required by individual Specification Sections.

- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project record documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.
  4. Operations: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Control sequences.
    - f. Safety procedures.
    - g. Instructions on stopping.
    - h. Normal shutdown instructions.
    - i. Operating procedures for emergencies.
    - j. Operating procedures for system, subsystem, or equipment failure.
    - k. Seasonal and weekend operating instructions.
    - l. Required sequences for electric or electronic systems.
    - m. Special operating instructions and procedures.
  5. Adjustments: Include the following:

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### 3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and remove from Project site if Owner does not want. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
  1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
  2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
  3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
  4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
  1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes,

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

stop filming and pause training session. Begin training session again upon commencement of new filming segment.

- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
  - 1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Pre-produced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900

## SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

##### A. Section Includes:

1. Demolition and removal of selected portions of building.

##### B. Related Requirements:

1. Section 011000 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.5 PREINSTALLATION MEETINGS

##### A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- D. Predemolition Video: Submit before Work begins.
- E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before selective demolition, Owner will remove the following items:
    - a. Loose equipment and furnishings.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning

selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
  - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction video.

#### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove plumbing and HVAC systems, equipment, and components indicated to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - c. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

- d. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- e. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls".
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls".
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring

existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.7 CLEANING

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

## SECTION 033000 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
  - 1. Slabs-on-grade @ areas of new infill.
  - 2. Reinforcing steel (including slab mesh).
  - 3. Any other items shown on Drawings.
  - 4. Concrete HVAC pads.
- B. Related Requirements:
  - 1. Section 014000 "Quality Requirements" for testing and inspections.

#### 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, subject to compliance with requirements.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each of the following, signed by manufacturers:
  - 1. Cementitious materials.
  - 2. Admixtures.
  - 3. Form materials and form-release agents.
  - 4. Steel reinforcement and accessories.
  - 5. Curing compounds.
  - 6. Floor and slab treatments.
  - 7. Bonding agents.
  - 8. Adhesives.
  - 9. Vapor retarders.
  - 10. Semi-rigid joint filler.
  - 11. Joint-filler strips.

12. Repair materials.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specifications for Structural Concrete,"
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

### PART 2 - PRODUCTS

#### 2.1 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Plain-Steel Wire: ASTM A 82/A 82M, as drawn.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.

#### 2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I, Gray Supplement with the following:
    - a. Fly Ash: ASTM C 618, Class F.
- B. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and

cementitious materials.

1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: ASTM C 94/C 94M and potable.

## 2.3 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494 / C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## 2.4 VAPOR RETARDERS

A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape for sealing seams and perimeter tape for sealing at the perimeter.

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Meadows, W. R., Inc.; Perminator 15 mil.
  - b. Raven Industries Inc.; Vapor Block 15.
  - c. Reef Industries, Inc.; Griffolyn 15 mil Green
  - d. Stego Industries, LLC; Stego Wrap 15 mil Class A

## 2.5 CURING MATERIALS

A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet. For use at gymnasium floor-minimum.

B. Water: Potable.

C. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

1. Products: Subject to compliance with requirements, provide one of the following :
  - a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
  - b. BASF Construction Chemicals - Building Systems; Kure 200.
  - c. ChemMasters; Safe-Cure Clear.
  - d. Conspec by Dayton Superior; W.B. Resin Cure.
  - e. Dayton Superior Corporation; Day-Chem Rez Cure (J-11-W).
  - f. Edoco by Dayton Superior; Res X Cure WB.
  - g. Euclid Chemical Company (The), an RPM company; Kurez W VOX; TAMMSCURE WB 30C.
  - h. Kaufman Products, Inc.; Thinfilm 420.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- i. Lambert Corporation; AQUA KURE - CLEAR.
- j. L&M Construction Chemicals, Inc.; L&M Cure R.
- k. Meadows, W. R., Inc.; 1100-CLEAR.
- l. Nox-Crete Products Group; Resin Cure E.
- m. Right Pointe; Clear Water Resin.
- n. SpecChem, LLC; Spec Rez Clear.
- o. Symons by Dayton Superior; Resi-Chem Clear.
- p. TK Products, Division of Sierra Corporation; TK-2519 DC WB.
- q. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.

2.6 RELATED MATERIALS

- A. Semi-rigid Joint Filler: Two-component, semi-rigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 per ASTM D 2240.
- B. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
  - 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.7 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash: 20 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.8 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4000 psi (27.6 MPa) at 28 days.
2. Minimum Cementitious Materials Content: 540 lb/cu. yd. (320 kg/cu. m).
3. Slump Limit: 3 inches (100 mm), plus or minus 1 inch (25 mm).
4. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

## 2.9 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
  1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
  1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
  3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

## PART 3 - EXECUTION

### 3.1 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
  1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

### 3.2 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

### 3.3 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items

is complete and that required inspections have been performed.

- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
- D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Maintain reinforcement in position on chairs during concrete placement.
  - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 4. Slope surfaces uniformly to drains where required.
  - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen sub-grade or on sub-grade containing frozen materials.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- F. Hot-Weather Placement: Comply with ACI 301 and as follows:
  - 1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Fog-spray forms, steel reinforcement, and sub-grade just before placing concrete. Keep sub-grade uniformly moist without standing water, soft spots, or dry areas.

### 3.4 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Comply testing procedures, recommendations, etc. for successful installation of flooring products:

1. ACI 302.2R-06 "Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials".
  2. ASTM F-701 "Standard Practice for Repairing Concrete Floors to Receive Resilient Flooring".
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.
1. Apply float finish to surfaces to receive trowel finish.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
1. Apply a trowel finish to surfaces exposed to view to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
  2. Finish and measure surface so gap at any point between concrete surface and an unlevelled, freestanding, 10-ft.- (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch (3.2 mm).

### 3.5 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

### 3.6 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs and other surfaces.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials: Gymnasium floor only.
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
  2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least

12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

- a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
  - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
  - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.7 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
  2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
  5. Compression Test Specimens: ASTM C 31 / C 31M.
    - a. Cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
  6. Compressive-Strength Tests: ASTM C 31/C 31M.
    - a. Test one laboratory-cured cylinder specimen at 7 days, two specimens at 28 days, and retain one cylinder to be broken if design strength is not met or for a period of 56 days at Architect's request.
    - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
9. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

## SECTION 035416 – HYDRAULIC CEMENT UNDERLAYMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Polymer-modified, self-leveling, hydraulic cement underlayment at all new work areas.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Hydraulic cement underlayment.
  - 2. Primer.
- B. Shop Drawings: Include plans indicating substrates, locations, and average depths of underlayment based on survey of substrate conditions.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer who is approved by manufacturer for application of underlayment products required for this Project.

#### 1.6 FIELD CONDITIONS

- A. Environmental Limitations: Comply with manufacturer's written instructions for substrate temperature, ventilation, ambient temperature and humidity, and other conditions affecting underlayment performance.
  - 1. Place hydraulic cement underlayments only when ambient temperature and temperature of substrates are between 50 and 80 deg F (10 and 27 deg C).

### PART 2 - PRODUCTS

#### 2.1 HYDRAULIC CEMENT UNDERLAYMENTS

- A. Hydraulic Cement Underlayment: Polymer-modified, self-leveling, hydraulic cement product that can be applied in minimum uniform thickness of 1/4 inch (6 mm) and that can be feathered at edges to match adjacent floor elevations.
  - 1. Basis: Hacker Industries, Inc. Firm Film, High Strength.
  - 2. Cement Binder: ASTM C150/C150M, portland cement, or hydraulic or blended hydraulic

cement as defined by ASTM C219.

3. Compressive Strength: Not less than 3800 psi at 28 days when tested according to ASTM C109/C109M.
- B. Water: Potable and at a temperature of not more than 70 deg F (21 deg C).
- C. Primer: Product of underlayment manufacturer recommended in writing for substrate, conditions, and application indicated.
  1. Approved by system manufacturer.
- D. Surface Sealer: Designed to reduce porosity as recommended by manufacturer for type of floor covering to be applied to underlayment.
- E. The average thickness should be assumed to be 1/4".

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for conditions affecting performance of the Work.
- B. Proceed with application only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Prepare and clean substrate according to manufacturer's written instructions.
  1. Treat nonmoving substrate cracks according to manufacturer's written instructions to prevent cracks from telegraphing (reflecting) through underlayment.
  2. Fill substrate voids to prevent underlayment from leaking.
- B. Concrete Substrates: Mechanically remove, according to manufacturer's written instructions, laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants that might impair underlayment bond.
  1. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. (18.6 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
- C. Nonporous Substrates: For ceramic tile, quarry tile, and terrazzo substrates, remove waxes, sealants, and other contaminants that might impair underlayment bond, and prepare surfaces according to manufacturer's written instructions.
- D. Adhesion Tests: After substrate preparation, test substrate for adhesion with underlayment according to manufacturer's written instructions.

#### 3.3 INSTALLATION

- A. Mix and install underlayment components according to manufacturer's written instructions.
  1. Close areas to traffic during underlayment installation and for time period after installation recommended in writing by manufacturer.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

2. Coordinate installation of components to provide optimum adhesion to substrate and between coats.
- B. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
  - C. Install underlayment to produce uniform, level surface.
    1. Feather edges to match adjacent floor elevations.
  - D. Cure underlayment according to manufacturer's written instructions. Prevent contamination during installation and curing processes.
  - E. Do not install floor coverings over underlayment until after time period recommended in writing by underlayment manufacturer.
  - F. Apply surface sealer at rate recommended by manufacturer.
  - G. Remove and replace underlayment areas that evidence lack of bond with substrate, including areas that emit a "hollow" sound when tapped.
- 3.4 PROTECTION
- A. Protect underlayment from concentrated and rolling loads for remainder of construction period.

END OF SECTION 035416

## SECTION 042000 - UNIT MASONRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

1. Concrete masonry units.
2. Mortar and grout.
3. Masonry joint reinforcement.
4. Ties and anchors.
5. Miscellaneous masonry accessories.
6. Salvage brick from new openings.
7. Tothing in salvaged brick.

- B. Related Requirements:

1. Section 014000 "Quality Requirements" for testing and inspections.

#### 1.3 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Provide unit masonry that develops indicated net-area compressive strengths at 28 days.

1. Determine net-area compressive strength of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.
2. All masonry work shall comply with the latest Kentucky Building Code.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
  1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.

2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

C. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.

D. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

#### 1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for testing indicated.

B. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.

C. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

D. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.

B. Deliver pre-blended, dry mortar mix in moisture-resistant containers designed for use with dispensing silos. Store pre-blended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in covered weatherproof dispensing silos.

C. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

#### 1.9 PROJECT CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

1. Extend cover a minimum of 24 inches (600 mm) down both sides of walls and hold cover securely in place.

2. Where one wythe of multi-wythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches (600 mm) down face next to unconstructed wythe and hold cover in place.

B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.

C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left

exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.

1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  2. Protect sills, ledges, and projections from mortar droppings.
  3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

## PART 2 - PRODUCTS

### 2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

### 2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
  2. Provide bullnose units for outside corners unless otherwise indicated.
- B. CMUs: ASTM C 90.
1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2150 psi (14.8 MPa).
  2. Density Classification:
    - a. Lightweight.
  3. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.

4. Exposed Faces: Provide color and texture matching the range represented by Architect's sample.

### 2.3 CONCRETE AND MASONRY LINTELS

- A. General: Provide one of the following:
- B. Concrete Lintels: ASTM C 1623, matching CMUs in color, texture, and density classification; and with reinforcing bars indicated. Provide lintels with net-area compressive strength not less than CMUs.

### 2.4 MORTAR AND GROUT MATERIALS

- A. Masonry Cement: ASTM C 91.
  1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Capital Materials Corporation; Flamingo Color Masonry Cement.
    - b. Essroc, Italcementi Group; Brixment.
    - c. Holcim (US) Inc.; Mortamix Masonry Cement.
    - d. Lafarge North America Inc.; Lafarge Masonry Cement.
    - e. Lehigh Cement Company; Lehigh Masonry Cement.
    - f. National Cement Company, Inc.; Coosa Masonry Cement.
- B. Aggregate for Mortar: ASTM C 144.
  1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
- C. Aggregate for Grout: ASTM C 404.
- D. Cold-Weather Admixture: Non-chloride, non-corrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
  1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Euclid Chemical Company (The); Accelguard 80.
    - b. Grace Construction Products, W. R. Grace & Co. - Conn.; Morset.
    - c. Sonneborn Products, BASF Aktiengesellschaft; Trimix-NCA.
- E. Water: Potable.

### 2.5 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).
- B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.
  1. Interior Walls: Mill-galvanized, carbon steel.
  2. Wire Size for Side Rods: 0.187-inch (4.76-mm) diameter.
  3. Wire Size for Cross Rods 0.187-inch (4.76-mm) diameter.
  4. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
  5. Provide in lengths of not less than 10 feet (3 m), with prefabricated corner and tee units.

- C. Masonry Joint Reinforcement for Single-Wythe Masonry: Ladder type with single pair of side rods.
  - 1. Basis of Design: Hohmann & Barnard #220.

## 2.6 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.
  - 1. Mill-Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 641/A 641M, Class 1 coating.
  - 2. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.
  - 3. Galvanized Steel Sheet: ASTM A 653/A 653M, Commercial Steel, G60 (Z180) zinc coating.
  - 4. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
- B. Corrugated Metal Ties: Metal strips not less than 7/8 inch (22 mm) wide with corrugations having a wavelength of 7.6 to 12.7 mm and an amplitude of 0.06 to 0.10 inch (1.5 to 2.5 mm) made from 0.030-inch- (0.76-mm-) thick, steel sheet, galvanized after fabrication or 0.060-inch- (1.52-mm-) thick, steel sheet, galvanized after fabrication.

## 2.7 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Pre-molded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

## 2.8 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Diedrich Technologies, Inc.
    - b. EaCo Chem, Inc.
    - c. ProSoCo, Inc.

## 2.9 MORTAR AND GROUT MIXES

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
  - 2. Use masonry cement mortar unless otherwise indicated.
  - 3. For exterior masonry, use masonry cement mortar.
  - 4. For reinforced masonry, use masonry cement mortar.
  - 5. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Pre-blended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
  - 1. For interior non-load-bearing partitions, Type O may be used instead of Type N.
- D. Grout for Unit Masonry: Comply with ASTM C 476.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION, GENERAL

- A. Build chases and recesses to accommodate items specified in this and other Sections.
- B. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.
- C. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

#### 3.3 TOLERANCES

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch (12 mm) or minus 1/4 inch (6 mm).
2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch (12 mm).
3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch (1.5 mm) except due to warpage of masonry units within tolerances specified for warpage of units.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch (3 mm).
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch (9 mm) or minus 1/4 inch (6 mm).
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm). Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch (3 mm).
5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch (1.5 mm) from one masonry unit to the next.

### 3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Lay exposed masonry in stacked bond to match existing building; do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches (50 mm). Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below and rod mortar or grout into core.
- G. Fill cores in hollow CMUs with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

### 3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
  - 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
  - 2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
  - 3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

### 3.6 CONTROL AND EXPANSION JOINTS

- A. General: Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
- B. Form control joints in concrete masonry as follows:
  - 1. Install preformed control-joint gaskets designed to fit standard sash block.

2. Install temporary foam-plastic filler in head joints and remove filler when unit masonry is complete for application of sealant.

### 3.7 LINTELS

- A. Provide concrete or masonry lintels where shown and where openings of more than 12 inches (305 mm) for brick-size units and 12 inches (610 mm) for block-size units are shown without structural steel or other supporting lintels.
- B. Provide minimum bearing of 8 inches (200 mm) at each jamb unless otherwise indicated.

### 3.8 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
  1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
  2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in ACI 530.1/ ASCE 6/TMS 602.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
  1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.

### 3.9 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  1. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
  2. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

### 3.10 MASONRY WASTE DISPOSAL

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property. This includes sample panel.

END OF SECTION 042000

## SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

1. Roof restoration at areas of miscellaneous mechanical and plumbing items.
2. The existing roof was recently replaced by American Roofing and the membrane manufacturer is Carlisle. All new repair work shall maintain the existing warranty.
3. At tectum deck areas, all layers of insulation shall be installed with 2-part low-rise adhesive to meet roofing manufacturer's warranty.
4. At areas of metal deck, all insulation at such metal deck areas shall be mechanically fastened to metal deck per roofing manufacturer's warranty.
5. Mechanical fasteners are not to be used at tectum deck areas – those shall be adhesive as mentioned above.
6. All roof membranes shall be adhesive applied to insulation as noted in project manual specifications and as per roofing manufacturer.

#### 1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:
  1. Flashings and membrane terminations.
  2. Insulation fastening patterns for corner, perimeter and field-of-roof locations.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  1. Submit evidence of complying with performance requirements.
- C. Product Test Reports: For components of roofing system, tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Research/Evaluation Reports: For components of roofing system, from ICC-ES.

- E. Field quality-control reports.
- F. Sample Warranties: For manufacturer's special warranties.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

#### 1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project. Manufacturer must have been manufacturing EPDM sheet for 20 years.
- B. Installer Qualifications: Engage an experienced installer to perform roofing of this Section who has specialized in installing roofing similar to that required for this Project for not less than ten years; who is approved, authorized, or licensed by the roofing system manufacturer to install manufacturer's product, and who is able to produce the standard roofing manufacturer's warranty. **Roofing Contractor's primary place of business shall be within such a distance that roof leak situations can be responded to timely to avoid property damage.**

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
  - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

#### 1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

#### 1.10 WARRANTY

- A. All work done shall not void warranty currently in place by Carlisle.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain components including roof insulation and fasteners for roofing system from Carlisle in order to not void current warranty.

## 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Provide membrane roofing designed and installed in accordance with ASCE7-10. Roof systems shall meet FM 1-90 (90 lb.) design criteria. Provide FM RoofNAV numbers.
  - 1. Windstorm Classification: 120 mph.
  - 2. Hail Resistance: Severe.
- D. Ballasted Roofing System Design: Provide membrane roofing designed and installed in accordance with ANSI/SPRI RP-4.
  - 1. Windstorm Classification: 110 mph.
  - 2. Hail Resistance: MH.

## 2.3 EPDM ROOFING

- A. EPDM: ASTM D 4637, Type II, scrim or fabric internally reinforced, uniform, flexible EPDM sheet.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by:
    - a. Carlisle SynTec Incorporated.
  - 2. Thickness: 60 mils (1.5 mm) reinforced, nominal.
  - 3. Exposed Face Color: Black.
  - 4. Provide factory applied tape.

## 2.4 AUXILIARY MEMBRANE ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
- B. Sheet Flashing: 60-mil- (1.5-mm-) thick EPDM, partially cured or cured, according to application.
- C. Bonding Adhesive: Manufacturer's standard, low VOC.
- D. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 6-inch- (150-mm-) wide minimum, butyl splice tape with release film.
- E. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- F. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- G. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening membrane to substrate, and acceptable to roofing system manufacturer.
- H. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.
- I. Primer: Manufacturer's standard, low VOC.
- J. Low Rise Adhesive: Manufacturer's standard compatible with specified membrane.

## 2.5 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated and that produce FM Global-approved roof insulation.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 2, Grade 2, coated polymer bonded glass fiber mat facers on both major surfaces.

## 2.6 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- C. Modified Asphaltic Insulation Adhesive: Insulation manufacturer's recommended cold applied adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:
  - 1. Modified asphaltic, asbestos-free, cold-applied, 2-part low rise adhesive.
- D. Protection Mat: Woven or nonwoven polypropylene, polyolefin, or polyester fabric, water permeable and resistant to UV degradation, type and weight as recommended by roofing system manufacturer for application, including around existing Kitchen exhaust fan.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
  - 1. Verify that roof openings and penetrations are in place and curbs are set and braced.
  - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
  - 3. Existing and new nailers shall be attached per FM 1-49. Submit fastening requirements to

the Architect before fastening of nailers.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from spilling or migrating onto surfaces of other construction.

### 3.3 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Install roofing and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition and to not void warranty for existing roofing systems.

### 3.4 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches (68 mm) or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
  - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- E. Adhered Insulation: Install each layer of insulation and adhere to substrate as required by ASCE7-10.

### 3.5 ADHERED ROOFING INSTALLATION

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. Roof Membrane Adhesive: Apply to substrate at rate required by manufacturer, and install roof membrane.
- G. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.
- H. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- I. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement.
  - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  - 2. Apply lap sealant and seal exposed edges of roofing terminations.
  - 3. Apply a continuous bead of in-seam sealant before closing splice if required by roofing system manufacturer.
- J. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.
  - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  - 2. Apply lap sealant and seal exposed edges of roofing terminations.
- K. Factory-Applied Seam Tape Installation: Clean and prime surface to receive tape.
  - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  - 2. Apply lap sealant and seal exposed edges of roofing terminations.
- L. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- M. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.
- N. Adhere protection sheet over roof membrane at locations indicated.

### 3.6 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

recommended by manufacturer of affected construction.

END OF SECTION 075323

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Joint sealants.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- D. Warranties: Sample of special warranties.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
  - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

#### 1.6 PROJECT CONDITIONS

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.
  - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

## 2.2 URETHANE JOINT SEALANTS

- A. Single-Component, Non-sag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Master Seal NP1.
    - b. Pacific Polymers International, Inc.; Elasto-Thane 230 Type II.
    - c. Pecora Corporation; Dynatrol I-XL.
    - d. Polymeric Systems, Inc.; Flexiprene 1000.
    - e. Sika Corporation, Construction Products Division; Sikaflex - 1a.
    - f. Tremco Incorporated; Dymonic.

## 2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply

with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
    - c. Drywall.
  3. Remove laitance and form-release agents from concrete.
  4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants

and backs of joints.

- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

### 3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Under door threshold
  - 2. Urethane Joint Sealant: Single component, non-sag, Class 25.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces.
  - 1. Joint Locations:
    - a. Perimeter joints between interior wall surfaces and frames of interior doors and windows.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- b. Drywall / CMU conditions.
  - c. Other joints as indicated.
2. Urethane Joint Sealant: Single component non-sag, Class 25.
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

## SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes:

- 1. Hollow-metal work.

- B. Related Requirements:

- 1. Section 087100 "Door Hardware" for door hardware for hollow-metal doors.

#### 1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

#### 1.4 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.

- B. Shop Drawings: Include the following:

- 1. Elevations of each door type.
- 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
- 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
- 4. Locations of reinforcement and preparations for hardware.
- 5. Details of each different wall opening condition.
- 6. Details of anchorages, joints, field splices, and connections.
- 7. Details of accessories.
- 8. Details of moldings, removable stops, and glazing.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use non-vented plastic.
  - 1. Provide additional protection to prevent damage to factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Amweld International, LLC.
  - 2. Ceco Door Products; an Assa Abloy Group company.
  - 3. Curries Company; an Assa Abloy Group company.
  - 4. Karpen Steel Custom Doors & Frames.
  - 5. LaForce, Inc.
  - 6. Mesker Door Inc.
  - 7. Pioneer Industries, Inc.
  - 8. Republic Doors and Frames.
  - 9. Steelcraft; an Ingersoll-Rand company.
  - 10. Metal Products, Inc. (MPI)
- B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

### 2.2 REGULATORY REQUIREMENTS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
  - 1. Smoke- and Draft-Control Assemblies: Provide an assembly with gaskets listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.

### 2.3 INTERIOR DOORS AND FRAMES

- A. Construct interior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2.
  - 1. Physical Performance: Level B according to SDI A250.4.
  - 2. Doors:

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- a. Type: As indicated in the Door and Frame Schedule.
  - b. Thickness: 1-3/4 inches (44.5 mm).
  - c. Face: Uncoated, cold-rolled steel sheet, minimum thickness of 0.042 inch (1.0 mm) (18 gage).
  - d. Edge Construction: Model 2, Seamless.
  - e. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.
3. Frames:
- a. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch (16 gage).
  - b. Construction: Face welded.
4. Exposed Finish: Prime.

2.4 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

- A. Construct exterior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Extra-Heavy-Duty Doors and Frames: SDI A250.8, Level 3.
1. Physical Performance: Level A according to SDI A250.4.
  2. Doors:
    - a. Type: As indicated in the Door and Frame Schedule.
    - b. Thickness: 1-3/4 inches (44.5 mm.)
    - c. Face: Metallic-coated steel sheet, minimum thickness of 0.053 inch (1.3 mm) (16 gage) with minimum A40 (ZF120) coating.
    - d. Edge Construction: Model 2, Seamless.
    - e. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.
    - f. Core: Polystyrene.
  3. Frames:
    - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.067 inch (14 gage), with minimum A40 (ZF120) coating.
    - b. Construction: Face welded.
  4. Exposed Finish: Prime.

## 2.5 FRAME ANCHORS

- A. Jamb Anchors:
  - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch (1.0 mm) thick, with corrugated or perforated straps not less than 2 inches (51 mm) wide by 10 inches (254 mm) long; or wire anchors not less than 0.177 inch (4.5 mm) thick.
  - 2. Post-installed Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch- (9.5-mm-) diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.
- B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch (1.0 mm), and as follows:
  - 1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

## 2.6 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- C. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.
  - 1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- F. Grout: ASTM C 476, except with a maximum slump of 4 inches (102 mm), as measured according to ASTM C 143/C 143M.
- G. Glazing: Comply with requirements in Section 088000 "Glazing."
- H. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

## 2.7 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Hollow-Metal Doors:

1. Steel-Stiffened Door Cores: Provide minimum thickness 0.026 inch (0.66 mm), steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6 inches (152 mm) apart. Spot weld to face sheets no more than 5 inches (127 mm) o.c. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
  2. Fire Door Cores: As required to provide fire-protection ratings indicated.
  3. Vertical Edges for Single-Acting Doors: Bevel edges 1/8 inch in 2 inches (3.2 mm in 51 mm).
  4. Top Edge Closures: Close top edges of doors with inverted closures, except provide flush closures at exterior doors of same material as face sheets.
  5. Bottom Edge Closures: Close bottom edges of doors where required for attachment of weather stripping with end closures or channels of same material as face sheets.
  6. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
  7. Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch (19 mm) beyond edge of door on which astragal is mounted or as required to comply with published listing of qualified testing agency.
- C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
1. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
  2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
  4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
  5. Jamb Anchors: Provide number and spacing of anchors as follows:
    - a. Masonry Type: Locate anchors not more than 16 inches (406 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c., to match coursing, and as follows:
      - 1) Two anchors per jamb up to 60 inches (1524 mm) high.
      - 2) Three anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
      - 3) Four anchors per jamb from 90 to 120 inches (2286 to 3048 mm) high.
      - 4) Four anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 120 inches (3048 mm) high.
    - b. Compression Type: Not less than two anchors in each frame.

- c. Post-installed Expansion Type: Locate anchors not more than 6 inches (152 mm) from top and bottom of frame. Space anchors not more than 26 inches (660 mm) o.c.
    - 6. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
      - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
      - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
  - D. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.
  - E. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
    - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
    - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.
  - F. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with butted hairline joints.
    - 1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow-metal work.
    - 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
    - 3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
    - 4. Provide loose stops and moldings on inside of hollow-metal work.
    - 5. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.
- 2.8 STEEL FINISHES
- A. Prime Finish: Clean, pre-treat, and apply manufacturer's standard primer.
    - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.
- 2.9 ACCESSORIES
- A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
  - B. Grout Guards: Formed from same material as frames, not less than 0.016 inch (0.4 mm) thick.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Drill and tap doors and frames to receive non-templated, mortised, and surface-mounted door hardware.

### 3.3 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. At fire-rated openings, install frames according to NFPA 80.
    - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    - c. Install frames with removable stops located on secure side of opening.
    - d. Install door silencers in frames before grouting.
    - e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - f. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    - g. Field apply bituminous coating to backs of frames that will be filled with grout containing anti-freezing agents.
  - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
  - 3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between

frames and masonry with grout.

4. In-Place Concrete or Masonry Construction: Secure frames in place with post-installed expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
5. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
  - a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
  - b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
  - c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.

C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.

1. Non-Fire-Rated Steel Doors:

- a. Between Door and Frame Jambs and Head: 1/8 inch (3.2 mm) plus or minus 1/32 inch (0.8 mm).
- b. Between Edges of Pairs of Doors: 1/8 inch (3.2 mm) to 1/4 inch (6.3 mm) plus or minus 1/32 inch (0.8 mm).
- c. At Bottom of Door: 3/4 inch (19.1 mm) plus or minus 1/32 inch (0.8 mm).
- d. Between Door Face and Stop: 1/16 inch (1.6 mm) to 1/8 inch (3.2 mm) plus or minus 1/32 inch (0.8 mm).

2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

3. Smoke-Control Doors: Install doors and gaskets according to NFPA 105.

D. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.

1. Secure stops with manufacturer's concealed anchor system.

### 3.4 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.

B. Remove grout and other bonding material from hollow-metal work immediately after installation.

C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

according to manufacturer's written instructions.

- E. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

## SECTION 087100 - DOOR HARDWARE

### PART 1 - GENERAL

#### 1.01 SUMMARY

##### A. Section includes:

1. Mechanical door hardware
2. Field verification, preparation and modification of existing doors and frames to receive new door hardware.

##### B. Related Sections:

1. Division 01 Section "Alternates" for alternates affecting this section.
2. Division 07 Section "Joint Sealants" for sealant requirements applicable to threshold installation specified in this section.
3. Division 08 Sections:
  - a. "Metal Doors and Frames"
4. Division 09 sections for touchup, finishing or refinishing of existing openings modified by this section.

#### 1.02 REFERENCES

##### A. UL LLC

1. UL 10B - Fire Test of Door Assemblies
2. UL 10C - Positive Pressure Test of Fire Door Assemblies
3. UL 1784 - Air Leakage Tests of Door Assemblies
4. UL 305 - Panic Hardware

##### B. DHI - Door and Hardware Institute

1. Sequence and Format for the Hardware Schedule
2. Recommended Locations for Builders Hardware
3. Keying Systems and Nomenclature
4. Installation Guide for Doors and Hardware

##### C. NFPA – National Fire Protection Association

1. NFPA 80 – 2016 Edition – Standard for Fire Doors and Other Opening Protectives
2. NFPA 101 – Life Safety Code
3. NFPA 105 – Smoke and Draft Control Door Assemblies
4. NFPA 252 – Fire Tests of Door Assemblies

##### D. ANSI - American National Standards Institute

1. ANSI A117.1 – 2017 Edition – Accessible and Usable Buildings and Facilities
2. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties
3. ANSI/BHMA A156.28 - Recommended Practices for Keying Systems

4. ANSI/WDMA I.S. 1A - Interior Architectural Wood Flush Doors
5. ANSI/SDI A250.8 - Standard Steel Doors and Frames

### 1.03 SUBMITTALS

#### A. General:

1. Submit in accordance with Conditions of Contract and Division 01 Submittal Procedures.
2. Prior to forwarding submittal:
  - a. Comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, "EXAMINATION" article, herein.
  - b. Review drawings and Sections from related trades to verify compatibility with specified hardware.
  - c. Highlight, encircle, or otherwise specifically identify on submittals: deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.

#### B. Action Submittals:

1. Product Data: Submit technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
2. Samples for Verification: If requested by Architect, submit production sample of requested door hardware unit in finish indicated and tagged with full description for coordination with schedule.
  - a. Samples will be returned to supplier. Units that are acceptable to Architect may, after final check of operations, be incorporated into Work, within limitations of key coordination requirements.
3. Door Hardware Schedule:
  - a. Submit concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work critical in Project construction schedule.
  - b. Submit under direct supervision of a Door Hardware Institute (DHI) certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule published by DHI.
  - c. Indicate complete designations of each item required for each opening, include:
    1. Door Index: door number, heading number, and Architect's hardware set number.
    2. Quantity, type, style, function, size, and finish of each hardware item.
    3. Name and manufacturer of each item.
    4. Fastenings and other pertinent information.
    5. Location of each hardware set cross-referenced to indications on Drawings.
    6. Explanation of all abbreviations, symbols, and codes contained in schedule.
    7. Mounting locations for hardware.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

8. Door and frame sizes and materials.
9. Degree of door swing and handing.

4. Key Schedule:

- a. After Keying Conference, provide keying schedule that includes levels of keying, explanations of key system's function, key symbols used, and door numbers controlled.
- b. Use ANSI/BHMA A156.28 "Recommended Practices for Keying Systems" as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
- c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
- d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
- e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion. Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
- f. Prepare key schedule by or under supervision of supplier, detailing Owner's final keying instructions for locks.

C. Informational Submittals:

1. Provide Qualification Data for Supplier, Installer and Architectural Hardware Consultant.
2. Provide Product Data:
  - a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
  - b. Include warranties for specified door hardware.

D. Closeout Submittals:

1. Operations and Maintenance Data: Provide in accordance with Division 01 and include:
  - a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
  - b. Catalog pages for each product.

- c. Final approved hardware schedule edited to reflect conditions as installed.
  - d. Final keying schedule
  - e. Copy of warranties including appropriate reference numbers for manufacturers to identify project.
- E. Inspection and Testing:
- 1. Submit written reports to the Owner and Authority Having Jurisdiction (AHJ) of the results of functional testing and inspection for:
    - a. Fire door assemblies, in compliance with NFPA 80.
    - b. Required egress door assemblies, in compliance with NFPA 101.

#### 1.04 QUALITY ASSURANCE

A. Qualifications and Responsibilities:

- 1. Supplier: Recognized architectural hardware supplier with a minimum of 5 years documented experience supplying both mechanical and electromechanical door hardware similar in quantity, type, and quality to that indicated for this Project. Supplier to be recognized as a factory direct distributor by the manufacturer of the primary materials with a warehousing facility in the Project's vicinity. Supplier to have on staff, a certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.
- 2. Installer: Qualified tradesperson skilled in the application of commercial grade hardware with experience installing door hardware similar in quantity, type, and quality as indicated for this Project.
- 3. Architectural Hardware Consultant: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:
  - a. For door hardware: DHI certified AHC or DHC.
  - b. Can provide installation and technical data to Architect and other related subcontractors.
  - c. Can inspect and verify components are in working order upon completion of installation.
- 4. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.

B. Certifications:

- 1. Fire-Rated Door Openings:
  - a. Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction.

- b. Provide only items of door hardware that are listed products tested by UL LLC, Intertek Testing Services, or other testing and inspecting organizations acceptable to authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.
  2. Smoke and Draft Control Door Assemblies:
    - a. Provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105
    - b. Comply with the maximum air leakage of 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) at tested pressure differential of 0.3-inch wg (75 Pa) of water.
  3. Accessibility Requirements:
    - a. Comply with governing accessibility regulations cited in "REFERENCES" article 087100, 1.02.D3 herein for door hardware on doors in an accessible route. This project must comply with all Federal Americans with Disability Act regulations and all Local Accessibility Regulations.
- C. Pre-Installation Meetings
1. Keying Conference
    - a. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
      1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
      2. Preliminary key system schematic diagram.
      3. Requirements for key control system.
      4. Address for delivery of keys.
  2. Pre-installation Conference
    - a. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Inspect and discuss preparatory work performed by other trades.
    - c. Review required testing, inspecting, and certifying procedures.
    - d. Review questions or concerns related to proper installation and adjustment of door hardware.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site. Promptly replace products damaged during shipping.
- B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package. Deliver each article of hardware in manufacturer's original packaging.

- C. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
- D. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.
- E. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.
- F. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

#### 1.06 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Existing Openings: Where existing doors, frames and/or hardware are to remain, field verify existing functions, conditions and preparations and coordinate to suit opening conditions and to provide proper door operation.

#### 1.07 WARRANTY

- A. Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within published warranty period.
  - 1. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.
  - 2. Warranty Period: Beginning from date of Substantial Completion, for durations indicated in manufacturer's published listings.
    - a. Mechanical Warranty
      - 1. Locks
        - i. Schlage L Series: 3 years
      - 2. Exit Devices
        - i. Von Duprin: 3 years
      - 3. Closers
        - i. LCN 4050 Series: 25 years

#### 1.08 MAINTENANCE

- A. Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

- B. Turn over unused materials to Owner for maintenance purposes.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. The Owner requires use of certain products for their unique characteristics and project suitability to ensure continuity of existing and future performance and maintenance standards. After investigating available product offerings, the Awarding Authority has elected to prepare proprietary specifications. These products are specified with the notation: "No Substitute."
  - 1. Where "No Substitute" is noted, submittals and substitution requests for other products will not be considered.
- B. Approval of alternate manufacturers and/or products other than those listed as "Scheduled Manufacturer" or "Acceptable Manufacturers" in the individual article for the product category are only to be considered by official substitution request in accordance with section 01 25 00.
- C. Approval of products from manufacturers indicated in "Acceptable Manufacturers" is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer's product.
- D. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

### 2.02 MATERIALS

- A. Fabrication
  - 1. Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. provide screws according to manufacturer's recognized installation standards for application intended.
  - 2. Finish exposed screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
  - 3. Provide concealed fasteners wherever possible for hardware units exposed when door is closed. Coordinate with "Metal Doors and Frames", "Flush Wood Doors", "Stile and Rail Wood Doors" to ensure proper reinforcements. Advise the Architect where visible fasteners, such as thru bolts, are required.
- B. Modification and Preparation of Existing Doors: Where existing door hardware is indicated to be removed and reinstalled.
  - 1. Provide necessary fillers, Dutchmen, reinforcements, and fasteners, compatible with existing materials, as required for mounting new opening hardware and to cover existing door and frame preparations.
  - 2. Use materials which match materials of adjacent modified areas.

3. When modifying existing fire-rated openings, provide materials permitted by NFPA 80 as required to maintain fire-rating.
- C. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.
  1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

## 2.03 HINGES

### A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
  - a. Ives 5BB series
2. Acceptable Manufacturers and Products:
  - a. Hager BB1191/1279 series
  - b. McKinney TB series

### B. Requirements:

1. Provide hinges conforming to ANSI/BHMA A156.1.
2. Provide five knuckle, ball bearing hinges.
3. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:
  - a. Exterior: Standard weight, bronze or stainless steel, 4-1/2 inches (114 mm) high
  - b. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high
4. 1-3/4 inch (44 mm) thick doors over 36 inches (914 mm) wide:
  - a. Exterior: Heavy weight, bronze/stainless steel, 5 inches (127 mm) high
  - b. Interior: Heavy weight, steel, 5 inches (127 mm) high
5. 2 inches or thicker doors:
  - a. Exterior: Heavy weight, bronze or stainless steel, 5 inches (127 mm) high
  - b. Interior: Heavy weight, steel, 5 inches (127 mm) high
6. Adjust hinge width for door, frame, and wall conditions to allow proper degree of opening.
7. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
8. Where new hinges are specified for existing doors or existing frames, provide new hinges of identical size to hinge preparation present in existing door or existing frame.
9. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- a. Steel Hinges: Steel pins
- b. Non-Ferrous Hinges: Stainless steel pins
- c. Out-Swinging Exterior Doors: Non-removable pins
- d. Out-Swinging Interior Lockable Doors: Non-removable pins
- e. Interior Non-lockable Doors: Non-rising pins

## 2.04 CONTINUOUS HINGES

### A. Manufacturers:

- 1. Scheduled Manufacturer:
  - a. Ives
- 2. Acceptable Manufacturers:
  - a. Hager-Roton
  - b. McKinney

### B. Requirements:

- 1. Provide aluminum geared continuous hinges conforming to ANSI/BHMA A156.26, Grade 1.
- 2. Provide aluminum geared continuous hinges, where specified in the hardware sets, fabricated from 6063-T6 aluminum.
- 3. Provide split nylon bearings at each hinge knuckle for quiet, smooth, self-lubricating operation.
- 4. Provide hinges capable of supporting door weights up to 450 pounds, and successfully tested for 1,500,000 cycles.
- 5. On fire-rated doors, provide aluminum geared continuous hinges classified for use on rated doors by testing agency acceptable to authority having jurisdiction.
- 6. Provide hinges 1 inch (25 mm) shorter in length than nominal height of door, unless otherwise noted or door details require shorter length and with symmetrical hole pattern.

## 2.05 MORTISE LOCKS

### A. Manufacturers and Products:

- 1. Scheduled Manufacturer and Product:
  - a. Schlage L9000 series
- 2. Acceptable Manufacturers and Products:
  - a. No Substitute

### B. Requirements:

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

1. Provide mortise locks conforming to ANSI/BHMA A156.13 Series 1000, Grade 1, and UL Listed for 3-hour fire doors.
2. Indicators: Where specified, provide indicator window measuring a minimum 2-inch x 1/2 inch with 180-degree visibility. Provide messages color-coded with full text and/or symbols, as scheduled, for easy visibility.
3. Provide locks manufactured from heavy gauge steel, containing components of steel with a zinc dichromate plating for corrosion resistance.
4. Provide lock case that is multi-function and field reversible for handing without opening case. Cylinders: Refer to "KEYING" article, herein.
5. Provide locks with standard 2-3/4 inches (70 mm) backset with full 3/4 inch (19 mm) throw stainless steel mechanical anti-friction latchbolt. Provide deadbolt with full 1-inch (25 mm) throw, constructed of stainless steel.
6. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim. Provide electrified options as scheduled in the hardware sets. Where scheduled, provide switches and sensors integrated into the locks and latches.
7. Lever Trim: Solid brass, bronze, or stainless steel, cast or forged in design specified, with wrought roses and external lever spring cages. Provide thru-bolted levers with 2-piece spindles.

## 2.06 HOSPITAL LATCHES

### A. Manufacturers:

1. Scheduled Manufacturer:
  - a. Schlage
2. Acceptable Manufacturers:
  - a. No Substitute

### B. Requirements:

1. Provide hospital latches conforming to ANSI/BHMA A156 with covers engraved "Push" and "Pull".
2. Provide proper latch throw for UL listing at pairs.
3. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
4. Mount trim with push paddle mounted up and pull paddle mounted down except at psychiatric or security areas provide both paddles mounted down, unless noted otherwise.
5. Provide standard dampened paddle action – depression and snap back – reducing noise associated with lock operation

## 2.07 EXIT DEVICES

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
  - a. Von Duprin 99/33A series
2. Acceptable Manufacturers and Products:
  - a. No Substitute

B. Requirements:

1. Provide exit devices tested to ANSI/BHMA A156.3 Grade 1 and UL listed for Panic Exit or Fire Exit Hardware.
2. Cylinders: Refer to "KEYING" article, herein.
3. Provide grooved touchpad type exit devices, fabricated of brass, bronze, stainless steel, or aluminum, plated to standard architectural finishes to match balance of door hardware.
4. Touchpad must extend a minimum of one half of door width. No plastic inserts are allowed in touchpads.
5. Provide exit devices with weather resistant components that can withstand harsh conditions of various climates and corrosive cleaners used in outdoor pool environments.
6. Provide flush end caps for exit devices.
7. Provide exit devices with manufacturer's approved strikes.
8. Provide exit devices cut to door width and height. Install exit devices at height recommended by exit device manufacturer, allowable by governing building codes, and approved by Architect.
9. Mount mechanism case flush on face of doors or provide spacers to fill gaps behind devices. Where glass trim or molding projects off face of door, provide glass bead kits.
10. Provide cylinder or hex-key dogging as specified at non fire-rated openings.
11. Removable Mullions: 2 inches (51 mm) x 3 inches (76 mm) steel tube. Where scheduled as keyed removable mullion, provide type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.
12. Provide factory drilled weep holes for exit devices used in full exterior application, highly corrosive areas, and where noted in hardware sets.
13. Top latch mounting: double- or single-tab mount for steel doors, face mount for aluminum doors eliminating requirement of tabs, and double tab mount for wood doors.
14. Provide exit devices with optional trim designs to match other lever and pull designs used on the project.
15. Special Options:
  - a. SI

1. Provide dogging indicators for visible indication of dogging status.

## 2.08 CYLINDERS

### A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
  - a. Schlage Everest 29 T
2. Acceptable Manufacturers and Products:
  - a. No Substitute

### B. Requirements:

1. Provide cylinders/cores compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset; manufacturer's series as indicated. Refer to "KEYING" article, herein.
2. Provide cylinders in the below-listed configuration(s), distributed throughout the Project as indicated.
  - a. Patented Restricted: cylinder with interchangeable core with patented, restricted keyway.
3. Patent Protection: Cylinders/cores requiring use of restricted, patented keys, patent protected.
4. Nickel silver bottom pins.

## 2.09 KEYING

### A. Scheduled System:

1. Existing factory registered system:
  - a. Provide cylinders/cores keyed into Owner's existing factory registered keying system. Comply with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference. Contact:
    1. Firm Name: Allegion
    2. Contact Person: Donald Gilbert
    3. Telephone: (843) 209-9915

### B. Requirements:

1. Construction Keying:
  - a. Replaceable Construction Cores.
    1. Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- i. 3 construction control keys
    - ii. 12 construction change (day) keys.
  2. Owner or Owner's Representative will replace temporary construction cores with permanent cores.
2. Permanent Keying:
  - a. Provide permanent cylinders/cores keyed by the manufacturer according to the following key system.
    1. Master Keying system as directed by the Owner.
  - b. Forward bitting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements will be cause for replacement of cylinders/cores involved at no additional cost to Owner.
  - c. Provide keys with the following features:
    1. Material: Nickel silver; minimum thickness of .107-inch (2.3mm)
    2. Patent Protection: Keys and blanks protected by one or more utility patent(s).
    3. Geographically Exclusive: Where High Security or Security cylinders/cores are indicated, provide nationwide, geographically exclusive key system complying with the following restrictions.
  - d. Identification:
    1. Mark permanent cylinders/cores and keys with applicable blind code for identification. Do not provide blind code marks with actual key cuts.
    2. Identification stamping provisions must be approved by the Architect and Owner.
    3. Stamp cylinders/cores and keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection.
    4. Failure to comply with stamping requirements will be cause for replacement of keys involved at no additional cost to Owner.
    5. Forward permanent cylinders/cores to Owner, separately from keys, by means as directed by Owner.
  - e. Quantity: Furnish in the following quantities.
    1. Permanent Control Keys: 3.
    2. Master Keys: 6.
    3. Change (Day) Keys: 3 per cylinder/core that is keyed differently.
    4. Key Blanks: Quantity as determined in the keying meeting.

2.10 DOOR CLOSERS

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
  - a. LCN 4050A series
2. Acceptable Manufacturers and Products:
  - a. No Substitute

B. Requirements:

1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. ISO 9000 certify closers. Stamp units with date of manufacture code.
2. Provide door closers with fully hydraulic, full rack and pinion action with cast aluminum cylinder.
3. Closer Body: 1-1/2-inch (38 mm) diameter with 11/16-inch (17 mm) diameter heat-treated pinion journal and full complement bearings.
4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and all weather requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.
6. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and back check.
7. Pressure Relief Valve (PRV) Technology: Not permitted.
8. Provide stick on templates, special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.11 DOOR TRIM

A. Manufacturers:

1. Scheduled Manufacturer:
  - a. Ives
2. Acceptable Manufacturers:
  - a. Burns
  - b. Rockwood
  - c. Trimco

B. Requirements:

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

1. Provide push plates, push bars, pull plates, pulls, and hands-free reversible door pulls with diameter and length as scheduled.

## 2.12 PROTECTION PLATES

### A. Manufacturers:

1. Scheduled Manufacturer:
  - a. Ives
2. Acceptable Manufacturers:
  - a. Burns
  - b. Rockwood
  - c. Trimco

### B. Requirements:

1. Provide protection plates with a minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled. Furnish with sheet metal or wood screws, finished to match plates.
2. Size plates 2 inches (51 mm) less width of door on single doors, pairs of doors with a mullion, and doors with edge guards. Size plates 1 inch (25 mm) less width of door on pairs without a mullion or edge guards.
3. At fire rated doors, provide protection plates over 16 inches high with UL label.

## 2.13 DOOR STOPS AND HOLDERS

### A. Manufacturers:

1. Scheduled Manufacturer:
  - a. Ives
2. Acceptable Manufacturers:
  - a. Burns
  - b. Rockwood
  - c. Trimco

### B. Provide door stops at each door leaf:

1. Provide wall stops wherever possible. Provide concave type where lockset has a push button or thumbturn.
2. Where a wall stop cannot be used, provide universal floor stops.
3. Where wall or floor stop cannot be used, provide overhead stop.
4. Provide roller bumper where doors open into each other and overhead stop cannot be used.

## 2.14 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Manufacturers:

1. Scheduled Manufacturer:
  - a. Zero International
2. Acceptable Manufacturers:
  - a. National Guard
  - b. Legacy
  - c. Pemko

B. Requirements:

1. Provide thresholds, weather-stripping, and gasketing systems as specified and per architectural details. Match finish of other items.
2. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
3. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.
4. Size thresholds 1/2 inch (13 mm) high by 5 inches (127 mm) wide by door width unless otherwise specified in the hardware sets or detailed in the drawings.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance. Verify doors, frames, and walls have been properly reinforced for hardware installation.
- B. Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with existing door and frame preparation and existing conditions.
- C. Submit a list of deficiencies in writing and proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. Where on-site modification of doors and frames is required:
  1. Carefully remove existing door hardware and components being reused. Clean, protect, tag, and store in accordance with storage and handling requirements specified herein.
  2. Field modify and prepare existing doors and frames for new hardware being installed.

3. When modifications are exposed to view, use concealed fasteners, when possible.
4. Prepare hardware locations and reinstall in accordance with installation requirements for new door hardware and with:
  - a. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
  - b. Wood Doors: DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."
  - c. Doors in rated assemblies: NFPA 80 for restrictions on on-site door hardware preparation.

### 3.03 INSTALLATION

- A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.
  1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
  2. Custom Steel Doors and Frames: HMMA 831.
  3. Interior Architectural Wood Flush Doors: ANSI/WDMA I.S. 1A
  4. Installation Guide for Doors and Hardware: DHI TDH-007-20
- B. Install door hardware in accordance with NFPA 80, NFPA 101 and provide post-install inspection, testing as specified in section 1.03.E unless otherwise required to comply with governing regulations.
- C. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.
- D. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.
- E. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.
- F. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- G. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.
- H. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated.
- I. Lock Cylinders:
  1. Install construction cores to secure building and areas during construction period.
  2. Replace construction cores with permanent cores as indicated in keying section.
  3. Furnish permanent cores to Owner for installation.

- J. Door Closers & Auto Operators: Mount closers/operators on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers/operators so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.
- K. Overhead Stops/Holders: Mount overhead stops/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.
- L. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
- M. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.
- N. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- O. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- P. Door Bottoms and Sweeps: Apply to bottom of door, forming seal with threshold when door is closed.

#### 3.04 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
  - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately three to six months after date of Substantial Completion, examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

#### 3.05 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items per manufacturer's instructions to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

#### 3.06 DOOR HARDWARE SCHEDULE

- A. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.

Bellevue Independent Schools  
 Ben Flora Gym- Restroom and Locker Room Renovation

B. Discrepancies, conflicting hardware, and missing items are to be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application.

C. Hardware items are referenced in the following hardware schedule. Refer to the above specifications for special features, options, cylinders/keying, and other requirements.

D. Hardware Sets:

Abbreviation	Name
IVE	H.B. Ives
LCN	LCN Commercial Division
SCH	Schlage Lock Company
VON	Von Duprin
ZER	Zero International Inc

98374 OPT0340167 Version 1

Hardware Set No. 01

For use on mark/door #(s):

101                      102                      104-1                      107

Each to have:

3	EA	HINGE	5BB1HW 4.5 X 4.5	652	IVE
1	EA	PUSH/PULL LATCH	HL6 9070 E6 2 3/4" B A (AFF 45")	626	SCH
1	EA	MORTISE CYLINDER	20-059 XQ11-948	626	SCH
1	EA	FSIC CORE	23-030	626	SCH
1	EA	SURFACE CLOSER	4050 REG ARM MOUNT	689	LCN
1	EA	MOP PLATE	8400 4" X 1" LDW B-CS	630	IVE
1	EA	KICK PLATE	8400 8" X 1 1/2" LDW B-CS	630	IVE
1	EA	WALL STOP	WS33X	626	IVE
1	EA	GASKETING	488SBK PSA	BK	ZER

Hardware Set No. 02

For use on mark/door #(s):

104

Each to have:

3	EA	HINGE	5BB1HW 4.5 X 4.5	652	IVE
1	EA	PUSH PLATE	8200 8" X 16"	630	IVE
1	EA	PULL PLATE	8305 10" 4" X 16" F	630	IVE
1	EA	SURFACE CLOSER	4050A CUSH MC	689	LCN
1	EA	MOP PLATE	8400 4" X 1" LDW B-CS	630	IVE
1	EA	KICK PLATE	8400 8" X 1 1/2" LDW B-CS	630	IVE

Bellevue Independent Schools  
 Ben Flora Gym- Restroom and Locker Room Renovation

Hardware Set No. 03

For use on mark/door #(s):

104-2                    107-1

Each to have:

1	EA	CONT. HINGE	224HD	628	IVE
1	EA	PANIC HARDWARE	CDSI-99-NL	626	VON
1	EA	MORTISE CYLINDER	20-059 XQ11-948	626	SCH
1	EA	RIM HOUSING	20-079	626	SCH
2	EA	FSIC CORE	23-030	626	SCH
1	EA	SURFACE CLOSER	4050A SCUSH MC	689	LCN
1	EA	KICK PLATE	8400 8" X 1 1/2" LDW B-CS	630	IVE
1	EA	RAIN DRIP	142AA	AA	ZER
1	EA	GASKETING	429AA-S	AA	ZER
1	EA	THRESHOLD	65A-223	A	ZER

DOORS REQUIRE SPECIAL 3/8 INCH UNDERCUT FOR ADA TYPE THRESHOLD.  
 PANIC HARDWARE REQUIRES SPECIAL TEMPLATE BACK-SET FOR PERIMETER WEATHER SEAL.  
 INSTALL PERIMETER WEATHER SEALS BEFORE DOOR CLOSER AND MOUNTING BRACKET.

Hardware Set No. 04

For use on mark/door #(s):

104A                    107A

Each to have:

3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	OFFICE/ENTRY LOCK	L9050J 17A L583-363	626	SCH
1	EA	FSIC CORE	23-030	626	SCH
1	EA	MOP PLATE	8400 4" X 1" LDW B-CS	630	IVE
1	EA	KICK PLATE	8400 8" X 1 1/2" LDW B-CS	630	IVE
1	EA	WALL STOP	WS406/407CVX	630	IVE

Door Numbers	HwSet#
101	01
102	01
104	02
104-1	01
104-2	03
104A	04
107	01
107-1	03
107A	04

END OF SECTION 087100

## SECTION 088000 - GLAZING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Glass products.
  - 2. Miscellaneous glazing materials.
- B. Related Requirements:
  - 1. Section 102800 "Toilet, Bath, and Laundry Accessories" for mirrors.

#### 1.3 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters in accordance with ASTM C1036.
- C. IBC: International Building Code.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials in accordance with manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

#### 1.5 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Source Limitations for Glass: Obtain coated glass from single source from single manufacturer.

#### 2.2 GLASS PRODUCTS, GENERAL

- A. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

- B. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated.
- C. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

## 2.3 GLASS PRODUCTS

- A. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
  - 1. Manufacturers: Subject to compliance with requirements, provide one of the following:
    - a. AFGD
    - b. Guardian Industries
    - c. Oldcastle
    - d. PPG
    - e. Pilkington
    - f. Viracon
  - 2. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.

## 2.4 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, recommended in writing by manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Setting Blocks:
  - 1. EPDM with Shore A durometer hardness of 85, plus or minus 5.
  - 2. Type recommended in writing by sealant or glass manufacturer.
- C. Spacers:
  - 1. Neoprene blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
  - 2. Type recommended in writing by sealant or glass manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets

at corners.

2. Minimum required face and edge clearances.
3. Effective sealing between joints of glass-framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.

C. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

D. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

E. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).

1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.

2. Provide 1/8-inch- (3-mm-) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.

F. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.

G. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

H. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended in writing by gasket manufacturer.

### 3.3 GASKET GLAZING (DRY)

A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and

installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.

- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

### 3.4 CLEANING AND PROTECTION

- A. Immediately after installation, remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.
- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

END OF SECTION 088000

## SECTION 092216 - NON-STRUCTURAL METAL FRAMING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Non-load-bearing steel framing systems at restroom bulkheads.

- B. Related Requirements:

- 1. Section 054000 "Cold-Formed Metal Framing" for entrance framing and framing for rooftop equipment curbs.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For dimpled steel studs and runners from ICC-ES.

### PART 2 - PRODUCTS

#### 2.1 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

- 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
- 2. Protective Coating: ASTM A 653/A 653M, G40 (Z120) hot-dip galvanized unless otherwise indicated.

- B. Studs and Runners: ASTM C 645. Use either steel studs and runners or dimpled steel studs and runners.

- 1. Steel Studs and Runners:

- a. Minimum Base-Metal Thickness: 20 gage.
- b. Depth: 3-1/2".

- 2. Dimpled Steel Studs and Runners:

- a. Minimum Base-Metal Thickness: 20 gage

b. Depth: 3-1/2".

C. Slip-Type Head Joints: Where indicated, provide the following:

1. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.

a. Products: Subject to compliance with requirements:

- 1) Dietrich Metal Framing; SLP-TRK Slotted Deflection Track.
- 2) MBA Building Supplies; Slotted Deflecto Track.
- 3) Superior Metal Trim; Superior Flex Track System (SFT).
- 4) Telling Industries; Vertical Slip Track.

## 2.2 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

### 3.3 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754.

1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, paper towel dispensers, furnishings, or similar construction.

### 3.4 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

1. Single-Layer Application: 16 inches (406 mm) o.c. unless otherwise indicated.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- B. Install studs so flanges within framing system point in same direction.
- C. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
  - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb unless otherwise indicated.
  - 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
- D. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

END OF SECTION 092216

## SECTION 092900 - GYPSUM BOARD

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Interior gypsum board at restroom bulkheads.
- B. Related Requirements:
  - 1. Section 092216 "Non-Structural Metal Framing" for non-structural framing.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

#### 1.4 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

#### 1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

### PART 2 - PRODUCTS

#### 2.1 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

#### 2.2 INTERIOR GYPSUM BOARD

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. American Gypsum.
2. CertainTeed Corp.
3. Georgia-Pacific Gypsum LLC.
4. Continental Building Products.
5. National Gypsum Company.
6. PABCO Gypsum.
7. Temple-Inland.
8. USG Corporation.

B. Gypsum Ceiling Board: ASTM C 1396/C 1396M (at bulkheads).

1. Thickness: 1/2 inch.
2. Long Edges: Tapered.

### 2.3 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
2. Shapes:
  - a. Cornerbead.
  - b. L-Bead: L-shaped; exposed long flange receives joint compound.

### 2.4 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.

C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Pre-filling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.
5. Skim Coat: For final coat of Level 5 finish, use drying-type, all-purpose compound.

### 2.5 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- F. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

#### 3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Single-Layer Application:
  - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
  - 2. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

#### 3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners.

### 3.5 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Pre-fill open joints and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 5: All exposed surfaces.

a. Primer and its application to surfaces are specified in Section 099100 "Painting."

### 3.6 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

## SECTION 093000 - TILING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  1. Ceramic wall tile.
  2. Ceramic floor tile.
  3. Radiused metal corner strips.

#### 1.3 DEFINITIONS

- A. General: Definitions in the ANSI A108 series of tile installation standards and in ANSI A137.1 apply to Work of this Section unless otherwise specified.
- B. ANSI A108 Series: ANSI A108.01, ANSI A108.02, ANSI A108.1A, ANSI A108.1B, ANSI A108.1C, ANSI A108.4, ANSI A108.5, ANSI A108.6, ANSI A108.8, ANSI A108.9, ANSI A108.10, ANSI A108.11, ANSI A108.12, ANSI A108.13, ANSI A108.14, ANSI A108.15, ANSI A108.16, and ANSI A108.17, which are contained in "American National Standard Specifications for Installation of Ceramic Tile."
- C. Module Size: Actual tile size plus joint width indicated.
- D. Face Size: Actual tile size, excluding spacer lugs.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces.
- C. Samples for Initial Selection: For each type of tile and grout indicated. Include Samples of accessories involving color selection.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Certificates: For each type of product, signed by product manufacturer.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering for storage and identified with labels describing contents.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.
2. Grout: Furnish quantity of grout equal to 3 percent of amount installed for each type, composition, and color indicated.

1.7 QUALITY ASSURANCE

- A. Source Limitations for Tile: Obtain tile from one source or producer.
  1. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.
- B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from one manufacturer and each aggregate from one source or producer.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.
- B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.
- D. Store liquid materials in unopened containers and protected from freezing.
- E. Handle tile that has temporary protective coating on exposed surfaces to prevent coated surfaces from contacting backs or edges of other units. If coating does contact bonding surfaces of tile, remove coating from bonding surfaces before setting tile.

1.9 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCA installation methods specified in tile installation schedules, and other requirements specified.
- C. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.

2.2 TILE PRODUCTS

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

A. Floor Tile:

1. Dal-Tile International "Vol. 1".
2. Color: Intensity Pebble VL72
3. Size: 12" x 24"
4. Grout: Same as below.
5. Trim: Provide bullnose units at door threshold.

B. Wall Tile:

1. Dal-Tile International "Color Wheel Collection - Linear" Glazed Ceramic.
2. Composition: Glazed Ceramic – light polish finish.
3. Colors: See wall tile elevations on drawings.
4. Module Size: 4" x 8"
5. Thickness: 5/16 inch (make sure grout is adjusted so that accent tile face aligns with field face).
6. Grout Color: As selected by Architect from manufacturer's full range (2 colors will be selected).
7. Trim Units: Provide metal Schluter components for edges and corners.

2.3 SETTING MATERIALS

A. Latex-Portland Cement Mortar (Thin Set): ANSI A118.4.

1. Basis of Design products:
  - a. Wall Tile: TEC "Full Flex #TA-390".
2. Subject to compliance with requirements, provide basis of design or product by one of the following:
  - a. Boiardi Products; a QEP company.
  - b. Bonsal American; an Oldcastle Company.
  - c. Bostik, Inc.
  - d. C-Cure.
  - e. Custom Building Products.
  - f. Jamo Inc.
  - g. Laticrete International, Inc.
  - h. MAPEI Corporation.
  - i. Mer-Kote Products, Inc.
  - j. Southern Grouts & Mortars, Inc.
  - k. Summitville Tiles, Inc.
2. Provide prepackaged, dry-mortar mix containing dry, redispersible, vinyl acetate or acrylic

additive to which only water must be added at Project site.

3. For wall applications provide mortar that complies with requirements for non-sagging mortar in addition to the other requirements in ANSI A118.4

## 2.4 GROUT MATERIALS

- A. Standard Cement Grout: ANSI A118.6. Basis-of-Design Product: TEC "Grout Boost". Subject to compliance with requirements, provide basis of design or comparable product by one of the following:
  1. Boiardi Products; a QEP company.
  2. Bonsal American; an Oldcastle company.
  3. Bostik, Inc.
  4. C-Cure.
  5. Custom Building Products.
  6. Jamo Inc.
  7. Laticrete International, Inc.
  8. MAPEI Corporation.
  9. Southern Grouts & Mortars, Inc.
  10. Summitville Tiles, Inc.

## 2.5 MISCELLANEOUS MATERIALS

- A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.
- B. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.
- C. Metal Corner Strips: Radiused strips in aluminum or stainless steel.

## 2.6 MIXING MORTARS AND GROUT

- A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.
- B. Add materials, water, and additives in accurate proportions.
- C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
  1. Verify that substrates for setting tile are firm, dry, clean, free of coatings that are incompatible with tile-setting materials including curing compounds and other substances

that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.

2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.
3. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

A. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

### 3.3 TILE INSTALLATION

A. Comply with TCA's "Handbook for Ceramic Tile Installation" for TCA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 Series "Specifications for Installation of Ceramic Tile" that are referenced in TCA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.

B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.

E. Jointing Pattern: See Drawings for bond patterns. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.

1. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.

2. Where tiles are specified or indicated to be whole integer multiples of adjoining tiles on floor, base, walls, or trim, align joints unless otherwise indicated.

F. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:

1. Wall Tile: 1/8 inch.

G. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where required by TCA. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.

1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.

2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

#### 3.4 CLEANING AND PROTECTING

- A. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
  1. Remove latex-portland cement grout residue from tile as soon as possible.
  2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.
  3. Remove temporary protective coating by method recommended by coating manufacturer and that is acceptable to tile and grout manufacturer. Trap and remove coating to prevent drain clogging.

END OF SECTION 093000

## SECTION 095000 - ACOUSTICAL CEILINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general conditions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to work of this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Acoustical ceiling panels.
  - 2. Exposed grid suspension system.
  - 3. Wire hangers, fasteners, main runners, cross tees, and wall angle moldings.

#### 1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM A 1008 Standard Specification for Steel, Sheet, Cold Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability
  - 2. ASTM A 641 Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire
  - 3. ASTM A 653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
  - 4. ASTM C 423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method
  - 5. ASTM C 635 Standard Specification for Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
  - 6. ASTM C 636 Recommended Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels
  - 7. ASTM D 3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
  - 8. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials
  - 9. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction and Material
  - 10. ASTM E 580 Installation of Metal Suspension Systems in Areas Requiring Moderate Seismic Restraint
  - 11. ASTM E 1111 Standard Test Method for Measuring the Interzone Attenuation of

Ceilings Systems

12. ASTM E 1414 Standard Test Method for Airborne Sound Attenuation between Rooms Sharing a Common Ceiling Plenum
  13. ASTM E 1264 Classification for Acoustical Ceiling Products
- B. International Building Code
  - C. Kentucky Building Code
  - D. ASHRAE Standard 62.1-2004, Ventilation for Acceptable Indoor Air Quality
  - E. NFPA 70 National Electrical Code
  - F. ASCE 7 American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures
  - G. International Code Council-Evaluation Services - AC 156 Acceptance Criteria for Seismic Qualification Testing of Non-structural Components
  - H. International Code Council-Evaluation Services Report - Seismic Engineer Report
  - I. International Association of Plumbing and Mechanical Officials - Seismic Engineer Report
  - J. California Department of Public Health CDPH/EHLB Emission Standard Method Version 1.1 2010

1.4 SYSTEM DESCRIPTION

- A. Continuous/Wall-to-Wall

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for each type of acoustical ceiling unit and suspension system required.
- B. Samples: Minimum 6 inch x 6 inch samples of specified acoustical panel; 8 inch long samples of exposed wall molding and suspension system, including main runner and 4 foot cross tees.
- C. Shop Drawings: Layout and details of acoustical ceilings show locations of items that are to be coordinated with, or supported by the ceilings.
- D. Certifications: Manufacturer's certifications that products comply with specified requirements, including laboratory reports showing compliance with specified tests and standards. For acoustical performance, each carton of material must carry an approved independent laboratory classification of NRC, CAC, and AC.
- E. If the material supplied by the Acoustical Subcontractor does not have an Underwriter's Laboratory classification of acoustical performance on every carton, subcontractor shall be required to send material from every production run appearing on the job to an independent or NVLAP approved laboratory for testing, at the Architect's or Owner's discretion. All products not conforming to manufacturer's current published values must be removed, disposed of and replaced with complying product at the expense of the Contractor performing the work.

## 1.6 QUALITY ASSURANCE

- A. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer.
  - 1. Fire Performance Characteristics: Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
  - 2. Surface Burning Characteristics: As follows, tested per ASTM E 84 and complying with ASTM E 1264 Classification.
  - 3. Fire Resistance: As follows tested per ASTM E119 and listed in the appropriate floor or roof design in the Underwriters Laboratories Fire Resistance Directory
- B. Coordination of Work: Coordinate acoustical ceiling work with installers of related work including, but not limited to building insulation, gypsum board, light fixtures, mechanical systems, electrical systems, and sprinklers.

## 1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

## 1.8 PROJECT CONDITIONS

- A. Space Enclosure:
  - 1. Standard Ceilings: Do not install interior ceilings until space is enclosed and weatherproof; wet work in place is completed and nominally dry; work above ceilings is complete; and ambient conditions of temperature and humidity are continuously maintained at values near those intended for final occupancy. Building areas to receive ceilings shall be free of construction dust and debris.
  - 2. HumiGuard Plus Ceilings: Building areas to receive ceilings shall be free of construction dust and debris. Products with HumiGuard Plus performance and hot dipped galvanized steel, aluminum or stainless steel suspension systems can be installed up to 120°F (49°C) and in spaces before the building is enclosed, where HVAC systems are cycled or not operating. Cannot be used in exterior applications where standing water is present or where moisture will come in direct contact with the ceiling.

## 1.9 WARRANTY

- A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace panels that fail within the warranty period. Failures include, but are not limited to the following:
  - 1. Acoustical Panels: Sagging and warping
  - 2. Grid System: Rusting and manufacturer's defects

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- B. Warranty Period:
  - 1. Acoustical panels: Ten (10) years from date of substantial completion.
  - 2. Grid: Ten (10) years from date of substantial completion.
- C. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

1.10 MAINTENANCE

- A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.
  - 1. Acoustical Ceiling Units: Furnish quality of full-size units equal to 5.0 percent of amount installed.
  - 2. Exposed Suspension System Components: Furnish quantity of each exposed suspension component equal to 2.0 percent of amount installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Ceiling Panels:
  - 1. Basis of Design: Armstrong World Industries, Inc. Subject to compliance with requirements, provide Basis of Design or equivalent product by Certainteed or USG.
- B. Suspension Systems:
  - 1. Basis of Design: Armstrong World Industries, Inc. Subject to compliance with requirements, provide Basis of Design or equivalent product by Certainteed or USG.
- C. Perimeter Systems
  - 1. Basis of Design: Armstrong World Industries, Inc. Subject to compliance with requirements, provide Basis of Design or equivalent product by Certainteed or USG.

2.2 ACOUSTICAL CEILING UNITS

- A. Acoustical Panels Type AC:
  - 1. 2' x 4' Clean Room FL #1716 by Armstrong.
  - 2. Prelude XL 15/16" exposed tee grid.
  - 3. 3/4" thickness.

2.3 METAL SUSPENSION SYSTEMS

- A. Components: Main beams and cross tees, base metal and end detail, fabricated from

commercial quality hot dipped galvanized steel complying with ASTM A 653. Main beams and cross tees are double-web steel construction with exposed flange design. Exposed surfaces chemically cleansed, capping prefinished galvanized steel in baked polyester paint. Main beams and cross tees shall have rotary stitching.

1. Structural Classification: ASTM C 635 Intermediate Duty.
  2. Color: White and match the actual color of the selected ceiling tile, unless noted otherwise.
  3. Basis of Design Product: Prelude XL 15/16" Exposed Tee as manufactured by Armstrong World Industries.
- B. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung unless otherwise indicated.
- C. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft annealed, with a yield stress load of at least three times design load, but not less than 12 gauge.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Do not proceed with installation until all wet work such as concrete, terrazzo, plastering and painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations. (Exception: HumiGuard Max Ceilings).

#### 3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders, and comply with reflected ceiling plans. Coordinate panel layout with mechanical and electrical fixtures.
- B. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.
1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.

#### 3.3 INSTALLATION

- A. Follow manufacturer installation instructions.
- B. Install suspension system and panels in accordance with the manufacturer's instructions, and in compliance with ASTM C 636 and with the authorities having jurisdiction.
- C. Suspend main beam from overhead construction (not metal deck) with hanger wires spaced 4'-0" on center along the length of the main runner. Install hanger wires plumb and straight.
- D. Install wall moldings at intersection of suspended ceiling and vertical surfaces. Miter corners where wall moldings intersect or install corner caps.
- E. Install acoustical panels in coordination with suspended system, with edges resting on flanges of main runner and cross tees. Cut and fit panels neatly against abutting surfaces.

Support edges by wall moldings.

3.4 ADJUSTING AND CLEANING

- A. Replace damaged and broken panels.
- B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove any ceiling products that cannot be successfully cleaned and or repaired. Replace with attic stock or new product to eliminate evidence of damage.

END OF SECTION 095000

## SECTION 096723 – RESINOUS FLOORING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes resinous flooring system indicated “RF” on Room Finish Schedule:
- B. Related Sections:
  - 1. Section 014000 “Quality Requirements” for testing and inspections.
  - 2. Section 033000 “Cast in Place Concrete” for proper floor slab preparation.

#### 1.3 DEFINITIONS

- A. Quality-Control Services: Tests, inspections procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- B. Field Quality Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed work.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- D. Installer/Applicator/Erector: Entity engaged by Contractor as an employee

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Chemical Resistance
  - 1. Resinous flooring shall withstand repeated exposure to chemical agents used by the Owner in their facilities. Request from the Owner detailed information for these agents including concentration utilized and frequency of application for each and advise the Owner and Architect that resinous flooring systems can resist repeated exposure to these agents.

#### 1.5 SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer’s technical data, application instructions, and recommendations for each resinous flooring component required.
- B. Shop Drawings: Provide floor plans of scale matching Architectural Drawings which indicate extent of each different resinous flooring system, including system type, color and pattern, degree of slip resistance, and dimensioned locations of control joints and seams where systems meet.
  - 1. Provide enlarged details, at minimum 3 inch – 1 foot scale, indicating conditions at walls,

door frames, pits, curbs, equipment pedestals, etc.

- C. Samples for Initial Selection: For each type of exposed finish required.
- D. Product Schedule: Use resinous flooring designations indicated in Part 2 and room designations indicated on Drawings.
- E. References: Installer shall submit examples of not less than three projects of similar size and complexity. Include project name and location, products and square feet of flooring installed, date of completion, Owner's contact name and telephone number.
- F. Test Reports: Submit copies of test reports prepared by Owner's Testing Agency indicating methods used and results observed for the following mandatory tests as well as any other tests performed:
  - 1. Concrete substrate (floor slab) testing
  - 2. Core sampling
  - 3. Material sampling
  - 4. Adhesion testing
- G. Material Certificates: For each resinous flooring component, signed by manufacturer.
- H. Maintenance Data: For resinous flooring to include in maintenance manuals.
- I. Job Site File: Installer to organize and maintain the following for turnover to the Owner at Substantial Completion:
  - 1. Installation instructions
  - 2. Pre-installation conference records
  - 3. Work log
  - 4. Environmental data log, including temperature and relative humidity beginning not less than one month before installation.
  - 5. System component Material Safety Data Sheets (MSDS).
  - 6. Test records from the Owner's Testing Agency.

#### 1.6 QUALITY ASSURANCE

- A. Installers Qualifications: Engage an experienced installer (applicator) who is experienced in applying resinous flooring systems similar in material, design, and extent to those indicated for this Project whose work has resulted in applications with a record of successful in-service performance, and who is acceptable to resinous flooring manufacturer and who employs only persons trained and approved by resinous flooring manufacturer for applying resinous flooring systems indicated.
- B. Source Limitations: Obtain all resinous flooring materials, including grouts, resins, hardening agents, grouting coats, aggregates, topcoats, patching and fill material, joint sealant, and repair materials from a single ISO 9002 manufacturer.
- C. Pre-installation Conference: Prior to installation of flooring, meet at the Project site with the manufacturer's representative, the Installer, Architect, Owner's representative and Owner's testing agency. Record discussion and furnish copy to each participant. Topics to be discussed

shall include, but not be limited to:

1. Existing and new slab conditions.
2. Owner's testing agency results of mandatory testing.
3. Surface preparation
4. Required room temperatures
5. Ventilation
6. Step-by-step application procedures
7. Curing time and methods
8. Protection of completed Work

D. Required Testing:

1. ASTM F 1869 (now F 710)
2. ASTM D 4263
3. ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
4. Other Standards as outlined in this Specification Section

E. Mockups: Apply mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Apply full thickness mockups on 48 inch square floor area selected by Architect. Include 48 inch length of integral cove base.
2. Simulate finished lighting conditions for Architect's review of mockups.

1.7 QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform testing services related to resinous flooring.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.
- B. Store materials to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects.

1.9 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application including the following
1. Maintain ambient temperature between 60 and 86 degrees F.
  2. Type I concrete substrate shall be properly cured for a minimum of 30 days.
  3. Type III concrete shall be properly cured for a minimum of 7 days
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.

- C. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.

#### 1.10 WARRANTY

- A. Manufacturer shall furnish a single, written warranty covering 100% of the material and labor costs protecting the Owner from delamination, disbondment, and osmotic/hydrostatic failure for a period of one (1) year from the date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 RESINOUS FLOORING SYSTEM (Noted as "RF" on the Drawings)

- A. Multi-colored epoxy broadcast flooring system. Basis of Design: "Stonshield SLT" by Stonhard, Inc. Subject to requirements provide basis of design, Dura-Quartz by Dur-A Flex, or Key Resin Co. "Key Quartz B-65/125."
- B. System Characteristics:
  - 1. Color: As selected by Owner from manufacturer's full range.
  - 2. Wearing Surface: Medium.
  - 3. Integral Cove Base: 4 inches high with 1 inch radius.
  - 4. Overall System Thickness: 2 mm.
- C. System Components: Manufacturer's standard components that are compatible with each other and as follows:
  - 1. Primer: Type recommended by manufacturer for substrate and body coats(s) indicated.
  - 2. Body Coat(s): 2 Component Bisphenol A Epoxy Resin; 2 machine broadcast quartz aggregates; Application method: squeegee, nap roller, machine broadcast.
  - 3. Provide additional fine aggregates required for a wet coefficient of friction of 0.7 minimum.
  - 4. UV-Resistant Topcoat:: Basis of Design "Stonshield Sealer" by Stonhard, Inc.; UV resistant epoxy resin; Clear type; Gloss finish; One coat; Medium Texture Level.
- D. System Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to test methods indicated:
  - 1. Compressive Strength: 9,000 psi after 7 days per ASTM C 579
  - 2. Tensile Strength: 1,600 psi per ASTM C 307
  - 3. Flexural Modulus of Elasticity: 4,000 psi per ASTM C 580
  - 4. Water Absorption: 0.1% per ASTM C 413
  - 5. Coefficient of Thermal Expansion:  $1.8 \times 10^{-5}$  mm/°C mm per ASTM C 531.
  - 6. Impact Resistance: No chipping, cracking, or delamination and not more than 1/16 inch (1.6 mm) permanent indentation per MIL-D-3134.
  - 7. Resistance to Elevated Temperature: No slip or flow of more than 1/16 inch (1.6mm) per MIL-D-3134.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

8. Abrasion Resistance: 0.08 gm maximum weight loss pr ASTM D 4060.
9. Flammability: Self-extinguishing per ASTM D 635.
10. Hardness: 85 to 90, Shore D per ASTM D 2240.
11. Bond Strength: 400 psi, 100 percent concrete failure per ACI 503R.
12. Coefficient of Friction: 0.70 minimum, wet

## 2.2 ACCESSORY MATERIALS

- A. Primer: Type recommended by manufacturer for substrate and body coats indicated. Formulation Description: Stonhard Standard Primer, 100% solids (Basis of Design)
- B. Patching and Fill Material: Resinous product of or approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.
- C. Joint Sealant: Type recommended or produced by resinous flooring manufacturer for type of service and joint condition indicated. Allowances should be included for Stonflex MP7 joint fill material.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. General: Prepare and clean substrates according to resinous floor manufacturer's written instructions for substrate indicated. Provide clean, dry, and neutral PH substrate for resinous flooring application.
- B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
  1. Roughen concrete substrates as follows: Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup. Surface profile achieved shall be similar to medium grit sandpaper.
  2. Repair damaged and deteriorated concrete according to resinous flooring manufacturers written recommendations.
  3. Verify that concrete substrates are dry. See "Testing of Floor Slabs" in this Section.

### 3.2 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Manufacturer shall send qualified technical representative to the Project site to:
  1. Coordinate schedule, environmental requirements, and pre-installation work with other trades.
  2. Advise Installer's personnel of procedures and precautions for use of flooring materials.
  3. Attend moisture testing and all other testing procedures with the Architect, the Owner's

Representative and the Installer in attendance.

4. Observe field mockups with the Architect, Owner and Installer in attendance.
5. Make periodic site visits and include record of observations by manufacturer's technical representative in the applicator's project documentation log.
6. Ascertain that each component of flooring system is being installed in accordance with manufacturer's instructions.
7. Maintain a log of environmental conditions, work procedures, testing procedures, and protection measures to be included in job file submittal.

C. Testing of Floor Slabs:

1. Before installation of flooring, Owner's Testing Agency will test floor slabs for containment of moisture and moisture vapor emission, pH, and alkalinity levels that would be detrimental to adhesion of resinous flooring materials. All tests noted below and above shall be completed.
2. Owner's Testing Agency will complete the following moisture tests as described below and as documented in ASTM E 1907.
  - a. Testing of floor slabs for containment of moisture and moisture vapor emission shall be by calcium chloride test method in accordance with ASTM F 1869.
    - 1) For slabs on grade one test kit shall be placed for every 1000 sq. ft. of concrete slab area
    - 2) Maximum transmission emission level for slabs on grade shall be 3 lbs of water per every 1000 sq ft. of floor slab area in 24 hour period.
    - 3) Protect against rewetting of concrete after testing.
    - 4) Coordinate environmental controls in advance and continuing for duration of flooring installation.
  - b. Owner's Testing Agency will perform plastic sheet tests per ASTM D 4263.
  - c. Owner's Testing Agency to perform pH tests per ASTM F 710.
3. Owner's Testing Agency will perform additional moisture tests recommended by manufacturer with Owner's approval.
4. Verify that concrete substrates have neutral Ph and that resinous flooring will adhere to them. Installer shall proceed with application only after substrates successfully pass specified testing.

D. Testing Agency Activities During Resinous Flooring Application:

1. Material Sampling: Owner may at any time and any number of times during resinous flooring application require the Owner's Testing Agency to collect material samples for testing for compliance with requirements.
  - a. Material samples will be taken, identified, sealed, and certified in presence of Installer.

- b. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures in addition to testing procedures listed in manufacturer's product data.
2. Adhesion Test: Conduct "pull-off" tests on installed flooring in accordance with ASTM D 4501 and advise the Architect that results conform to the manufacturer's published maximum for adhesive strength before failure.
3. If test results show applied materials do not comply with specified requirements, Installer shall pay for testing, remove non-complying materials, prepare surfaces coated with unacceptable materials, and reapply flooring materials to comply with requirements.

### 3.3 MATERIALS PREPARATION

- A. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.
- B. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- C. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations.

### 3.4 APPLICATION

- A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
  1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
  2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
  3. At substrate expansion and isolation joints, provide joint in resinous flooring to comply with resinous flooring manufacturer's written recommendations.
  4. Apply joint sealant to comply with manufacturer's written recommendations.
- B. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Apply waterproofing membrane, where indicated, in manufacturer's recommended thickness.
- D. Apply moisture vapor emission barrier, in manufacturer's recommended thickness, and allow to cure for a minimum of 24 hours.
- E. Apply troweled body coat(s) in thickness indicated for flooring system. Hand or power trowel and grout to fill voids. When cured, sand to remove trowel marks and roughness.
- F. Apply grout coat, of type recommended by resinous flooring manufacturer to fill voids in surface of final body coat and to produce wearing surface indicated.
- G. Apply chemical resistant coat(s) in number of coats indicated for flooring system and at spreading rates recommended in writing by manufacturer.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- H. Apply UV resistant topcoat(s) in number of coats indicated for flooring system and at spreading rates recommended in writing by manufacturer.
- I. Apply slip resistant texture approved by Owner. Apply earlier in process if required.

3.5 CURING, CLEANING AND PROTECTION

- A. Cure resinous flooring materials in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of curing process.
- B. Remove excess resinous flooring material from surfaces it was not intended for and refinish those surfaces to original appearance as determined by the Engineer/Architect.
- C. Protect resinous flooring from damage and wear during construction operation. Where temporary covering is required for this purpose comply with manufacturer's recommendations for protective materials and method of their application. Remove temporary covering just prior to cleaning for final inspection.
- D. Clean resinous flooring just prior to final inspection. Use materials and procedures recommended by resinous flooring manufacturer.
- E. Remove any flooring material from floor drain screws.

END OF SECTION 096723

## SECTION 099100 - PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes surface preparation and field painting of the following:
    - 1. Exposed exterior items and surfaces
    - 2. Exposed interior items and surfaces
    - 3. Exposed bare pipes, hangers, exposed steel and iron
  - B. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
  - C. Paint exposed surfaces, except where the Paint Schedules indicate that a surface or material is not to be painted or is to remain natural. If the Paint Schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces. The Architect will select from standard colors and finishes available.
  - D. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, labels and specific rooms listed not to be painted:
    - 1. Prefinished items include the following factory-finished components:
      - a. Finished mechanical and electrical equipment.
      - b. Light fixtures.
      - c. Electrical distribution cabinets.
      - d. Aluminum.
      - e. Glass.
    - 2. Finished metal surfaces include anodized aluminum.
    - 3. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
  - E. Related Requirements:
    - 1. Section 042000 "Unit Masonry" for surface preparation for CMU.
    - 2. Section 081113 "Hollow Metal Doors and Frames" for shop priming steel doors and frames.
- #### 1.3 DEFINITIONS
- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
    - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60-degree meter.
3. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter.
4. Semi-gloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.

#### 1.4 ACTION SUBMITTALS

- A. Product data for each paint system specified. Include block fillers and primers. Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
- B. Samples for initial selection which include manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.

#### 1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.
- B. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.
- C. Ensure that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and construction areas are protected from fire and health hazards resulting from handling, mixing, and application.

#### 1.7 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
  1. Painting may continue during inclement weather if surfaces and areas to be painted are

enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

## 1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner and forward signed receipt to Architect.

1. Quantity: Furnish the Owner with extra paint materials in the quantities indicated below:

- a. Exterior: 2 gallons of each kind and color applied.
- b. Interior: 2 gallons of each kind and color applied.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturer: Basis of Design is Sherwin Williams Co. Subject to compliance with requirements, other acceptable manufacturers include the following:

1. Porter Paint Co. (PPG).
2. Pratt and Lambert Co.

### 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: Provide color selections made by the Architect. All rooms shall have two walls painted with a solid accent color – total of two colors.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

### 3.2 PREPARATION

- A. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
1. Cementitious Materials: Prepare concrete and concrete masonry block surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
    - a. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's written instructions.
  2. Ferrous Metals:
    - a. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
- B. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  3. Use only thinners approved by paint manufacturer and only within recommended limits.
- C. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

### 3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors and finishes are indicated in the Schedules.
  2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  3. Provide finish coats that are compatible with primers used.
  4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  6. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
  2. Omit primer on metal surfaces that have been shop primed and touchup painted.
  3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
  2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
  3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- F. Prime Coats: Before applying finish coats, apply a prime coat of material to material that is required to be painted or finished. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
- G. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- H. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence

of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

- I. Completed Painting: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint elements not complying with requirements.

### 3.4 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.

### 3.5 PROTECTION

- A. Protect construction of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their construction after completing painting operations.
  1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

### 3.6 EXTERIOR PAINT SCHEDULE

- A. Ferrous Metal: Provide the following finish system over exterior ferrous metal (hollow metal door); 2 colors this system:
  1. Alkyd-Enamel Finish: 2 finish coats over factory-applied primer.
    - a. First and Second Coats: Sherwin Williams Exterior Gloss Oil Base Paint A2 Series (4 mils wet, 2 mils dry per coat).

### 3.7 INTERIOR PAINT SCHEDULE

- A. Concrete Masonry Units: Provide the following finish systems over all exposed concrete masonry unit walls and partitions except in rooms not to be painted. 2 colors this system:
  1. Alkyd Semi-Gloss Enamel: 2 finish coats over 1 coat of block filler.
  2. Block Filler Sherwin Williams PrepRite Block Filler; B25W25.
  3. Finish Coat (4 mils wet, 1.3 mils dry per coat):
    - a. 2<sup>nd</sup> Coat: S-W ProMar 200 Latex Semi-Gloss, B31W2200 Series.
    - b. 3<sup>rd</sup> Coat: S-W ProMar 200 Latex Semi-Gloss, B31W2200 Series.
- B. Ferrous Metal: Provide the following finish systems over the following ferrous metal. 2 colors this system:

Hollow metal doors and frames

  1. First, Second, and Third Coats :
    - a. Spot Prime: S-W Pro Industrial Pro-Cryl Primer, B66-310 Series (2-4 mils dry).
    - b. 2<sup>nd</sup> Coat: S-W Pro Industrial Pre-Catalyzed Semi-Gloss Waterbased Epoxy, K46 Series (4 mils wet, 1.5 mils dry per coat).

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- c. 3<sup>rd</sup> Coat: S-W Pro Industrial Pre-Catalyzed Semi-Gloss Waterbased Epoxy, K46 Series (4 mils wet, 1.5 mils dry per coat).
- C. Exposed Tectum Deck, Joists, Ductwork, Etc. In locker rooms, all ductwork, structure and deck will be same color.
  - 1. S-W Waterborne Acrylic Dryfall, White; 7 mils wet, 3 mils dry.

END OF SECTION 099100

## SECTION 101100 - VISUAL DISPLAY SURFACES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Markerboards.
- 2. Tackboards.

#### 1.3 DEFINITIONS

- A. Tackboard: Framed or unframed, tackable, visual display board assembly.
- B. Visual Display Board Assembly: Visual display surface that is factory fabricated into composite panel form, either with or without a perimeter frame; includes chalkboards, markerboards, and tackboards.
- C. Visual Display Surface: Surfaces that are used to convey information visually, including surfaces of chalkboards, markerboards, tackboards, and surfacing materials that are not fabricated into composite panel form but are applied directly to walls.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for visual display surfaces.
- B. Shop Drawings: For visual display surfaces. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Show locations of panel joints.
  - 2. Show locations of special-purpose graphics for visual display surfaces.
  - 3. Include sections of typical trim members.
- C. Samples for Initial Selection: For each type of visual display surface indicated, for units with factory-applied color finishes, and as follows:
  - 1. Actual sections of porcelain-enamel face sheet and tackboard assembly.
  - 2. Include accessory Samples to verify color selected.
- D. Product Schedule: For visual display surfaces. Use same designations indicated on Drawings.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified

testing agency, for surface-burning characteristics of fabrics.

- C. Warranties: Sample of special warranties.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For visual display surfaces to include in maintenance manuals.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of motor-operated, sliding visual display units required for this Project.
- B. Source Limitations: Obtain visual display surfaces from single source from single manufacturer.
- C. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: Shall comply with latest Kentucky Building Code.
  - 2. Smoke-Developed Index: Shall comply with latest Kentucky Building Code.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver factory-built visual display surfaces, including factory-applied trim, completely assembled in one piece without joints, where possible. If dimensions exceed maximum manufactured panel size, provide two or more pieces of equal length as acceptable to Architect. When overall dimensions require delivery in separate units, prefit components at the factory, disassemble for delivery, and make final joints at the site.
- B. Store visual display surfaces vertically with packing materials between each unit.

#### 1.9 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install visual display surfaces until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above ceilings is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Verify actual dimensions of construction contiguous with visual display surfaces by field measurements before fabrication.
  - 1. Allow for trimming and fitting where taking field measurements before fabrication might delay the Work.

#### 1.10 WARRANTY

- A. Special Warranty for Porcelain-Enamel Face Sheets: Manufacturer's standard form in which manufacturer agrees to repair or replace porcelain-enamel face sheets that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Surfaces lose original writing and erasing qualities.
    - b. Surfaces exhibit crazing, cracking, or flaking.

2. Warranty Period: Life of the building.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Porcelain-Enamel Face Sheet: Manufacturer's standard steel sheet with porcelain-enamel coating fused to steel; uncoated thickness indicated.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Claridge Products and Equipment, Inc.
    - b. PolyVision Corporation; a Steelcase company.
  2. Gloss Finish: Gloss as indicated; dry-erase markers wipe clean with dry cloth or standard eraser.
    - a. White.
- B. Plastic-Impregnated Cork Sheet: Seamless, homogeneous, self-sealing sheet consisting of granulated cork, linseed oil, resin binders, and dry pigments that are mixed and calendared onto fabric backing; with washable vinyl finish and integral color throughout with surface-burning characteristics indicated.
- C. Particleboard: ANSI A208.1, Grade M-1, that complies with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Fiberboard: ASTM C 208.
- E. Extruded Aluminum: ASTM B 221 (ASTM B 221M), Alloy 6063.

### 2.2 MARKERBOARD ASSEMBLIES

- A. Porcelain-Enamel Markerboards: Balanced, high-pressure, factory-laminated markerboard assembly of three-ply construction consisting of backing sheet, core material, and 0.021-inch- (0.53-mm-) thick, porcelain-enamel face sheet with low-gloss finish.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. AARCO Products, Inc.
    - b. ADP Lemco, Inc.
    - c. Aywon.
    - d. Bangor Cork Company, Inc.
    - e. Best-Rite Manufacturing.
    - f. Claridge Products and Equipment, Inc.
    - g. Egan Visual Inc.
    - h. Ghent Manufacturing, Inc.
    - i. Marsh Industries, Inc.; Visual Products Group.
    - j. Platinum Visual Systems; a division of ABC School Equipment, Inc.
    - k. PolyVision Corporation; a Steelcase company.
    - l. Tri-Best Visual Display Products.

- m. K-Pro; Educational Equipment Corp.
2. Fiberboard Core: 1/2 inch (13 mm) thick; with 0.001-inch- (0.025-mm-) thick, aluminum foil backing.
3. Manufacturer's Standard Core: Minimum 1/4 inch (6 mm) thick, with manufacturer's standard moisture-barrier backing.
4. Laminating Adhesive: Manufacturer's standard, moisture-resistant thermoplastic type.

## 2.3 TACKBOARD ASSEMBLIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. A-1 Visual Systems.
  2. AARCO Products, Inc.
  3. ADP Lemco, Inc.
  4. Aywon.
  5. Bangor Cork Company, Inc.
  6. Best-Rite Manufacturing.
  7. Claridge Products and Equipment, Inc.
  8. Egan Visual Inc.
  9. EverProducts by Glenroy Inc.
  10. Ghent Manufacturing, Inc.
  11. Marsh Industries, Inc.; Visual Products Group.
  12. Platinum Visual Systems; a division of ABC School Equipment, Inc.
  13. PolyVision Corporation; a Steelcase company.
  14. Tri-Best Visual Display Products.
  15. K-Pro; Educational Equipment Corp.
- B. Plastic-Impregnated-Cork Tackboard : 1/4-inch- (6-mm-) thick, plastic-impregnated cork sheet factory laminated to 1/4-inch- (6-mm-) thick particleboard backing.

## 2.4 MARKERBOARD AND TACKBOARD ACCESSORIES

- A. Aluminum Frames and Trim: Fabricated from not less than 0.062-inch (1.57-mm) thick, extruded aluminum; of size and shape indicated on Drawings.
  1. Factory-Applied Trim: Manufacturer's standard.
- B. Chalk tray: Manufacturer's standard, continuous.
  1. Box Type: Extruded aluminum with slanted front, grooved tray, and cast-aluminum end closures.

## 2.5 FABRICATION

- A. Porcelain-Enamel Visual Display Assemblies: Laminate porcelain-enamel face sheet and backing sheet to core material under heat and pressure with manufacturer's standard flexible, waterproof adhesive.
- B. Visual Display Boards: Factory assemble visual display boards unless otherwise indicated.
  1. Where factory-applied trim is indicated, trim shall be assembled and attached to visual display boards at manufacturer's factory before shipment.

- C. Factory-Assembled Visual Display Units: Coordinate factory-assembled units with trim and accessories indicated. Join parts with a neat, precision fit.
  - 1. Make joints only where total length exceeds maximum manufactured length. Fabricate with minimum number of joints, as indicated on approved Shop Drawings.
  - 2. Provide manufacturer's standard vertical-joint H-trim system between abutting sections of markerboards.
  - 3. Provide manufacturer's standard mullion trim at joints between markerboards and tackboards of combination units.
- D. Aluminum Frames and Trim: Fabricate units straight and of single lengths, keeping joints to a minimum. Miter corners to a neat, hairline closure.
  - 1. Where factory-applied trim is indicated, trim shall be assembled and attached to visual display units at manufacturer's factory before shipment.

## 2.6 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.7 ALUMINUM FINISHES

- A. Clear Anodized.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances, surface conditions of wall, and other conditions affecting performance of the Work.
- B. Examine walls and partitions for proper preparation and backing for visual display surfaces.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions for surface preparation.
- B. Clean substrates of substances that could impair the performance of and affect the smooth, finished surfaces of visual display boards, including dirt, mold, and mildew.
- C. Prepare surfaces to achieve a smooth, dry, clean surface free of flaking, unsound coatings,

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

cracks, defects, projections, depressions, and substances that will impair bond between visual display surfaces and wall surfaces.

3.3 INSTALLATION, GENERAL

- A. General: Install visual display surfaces in locations and at mounting heights indicated on Drawings, or if not indicated, at heights indicated below. Keep perimeter lines straight, level, and plumb. Provide grounds, clips, backing materials, adhesives, brackets, anchors, trim, and accessories necessary for complete installation.

- 1. Mounting Height to be decided by Owner.

3.4 INSTALLATION OF FACTORY-FABRICATED VISUAL DISPLAY BOARDS AND ASSEMBLIES

- A. Visual Display Boards: Attach concealed clips, hangers, and grounds to wall surfaces and to visual display boards with fasteners at not more than 16 inches (400 mm) o.c. Secure both top and bottom of boards to walls.

3.5 CLEANING AND PROTECTION

- A. Clean visual display surfaces according to manufacturer's written instructions. Attach one cleaning label to visual display surface in each room.
- B. Touch up factory-applied finishes to restore damaged or soiled areas.
- C. Cover and protect visual display surfaces after installation and cleaning.

END OF SECTION 101100

## SECTION 101423 - PANEL SIGNAGE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Room-identification signs.

#### 1.3 DEFINITIONS

- A. Accessible: In accordance with the accessibility standard.

#### 1.4 COORDINATION

- A. Furnish templates for placement of sign-anchorage devices embedded in permanent construction by other installers.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For panel signs.
  - 1. Include fabrication and installation details and attachments to other work.
  - 2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
  - 3. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign at least half size.
- C. Samples for Initial Selection: For each type of sign assembly, exposed component, and exposed finish.
  - 1. Include representative Samples of available typestyles and graphic symbols.

#### 1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Deterioration of finishes beyond normal weathering.
    - b. Deterioration of embedded graphic image.
    - c. Separation or delamination of sheet materials and components.

2. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for signs.

### 2.2 SIGNS

- A. Room-Identification Signs:
  1. Panel Color: To be determined by Architect.
  2. Text Color: To be determined by Architect.
  3. Font: To be determined by Architect.
  4. Mounting: Exposed screws in four corners.
  5. See Drawings for sizes and quantities.
  6. Provide Braille as required.

### 2.3 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
  1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.

### 2.4 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
  2. Install signs so they do not protrude or obstruct according to the accessibility standard.
  3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
- B. Room-Identification Signs and Other Accessible Signage: Install in locations on walls according to accessibility standard.

3.3 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101423

## SECTION 102113.19 - PLASTIC TOILET COMPARTMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Solid-plastic toilet compartments and urinal screens.

- B. Related Requirements:

- 1. Section 102800 "Toilet, Bath, and Laundry Accessories" for toilet tissue dispensers, grab bars, and similar accessories mounted on toilet compartments.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for toilet compartments.

- B. Shop Drawings: For toilet compartments.

- 1. Include plans, elevations, sections, details, and attachment details.
- 2. Show locations of cutouts for compartment-mounted toilet accessories.
- 3. Show locations of centerlines of toilet fixtures.
- 4. Show locations of floor drains.

- C. Samples for Initial Selection: For each type of toilet compartment material indicated.

- 1. Include Samples of hardware and accessories involving material and color selection.

- D. Product Schedule: For toilet compartments, prepared by or under the supervision of supplier, detailing location and selected colors for toilet compartment material.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of toilet compartment.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For toilet compartments to include in maintenance manuals.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents and source.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

1. Latch and Keeper: One latch and keeper with associated fasteners.
2. Door Bumper: One bumper with associated fasteners.
3. Door Pull: One door pull with associated fasteners.
4. Fasteners: Ten fasteners of each size and type.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of toilet fixtures, walls, columns, ceilings, and other construction contiguous with toilet compartments by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
1. Flame-Spread Index: 200 or less.
  2. Smoke-Developed Index: 450 or less.
- B. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for toilet compartments designated as accessible.

2.2 SOLID-PLASTIC TOILET COMPARTMENTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Bradley Corporation; Mills Partitions.
  2. General Partitions Mfg. Corp.
  3. Rockville Partitions Incorporated.
  4. Sanymetal; a Crane Plumbing Company.
  5. Scranton Products
- B. Toilet-Enclosure Style: Overhead braced and floor anchored.
- C. Door, Panel and Pilaster Construction: Solid, high-density polyethylene (HDPE) panel material, not less than 1 inch (25 mm) thick, seamless, with eased edges, no-sightline system, and with homogenous color and pattern throughout thickness of material.
1. Hinges: All hinges shall be continuous.
  2. Heat-Sink Strip: Manufacturer's standard continuous, extruded-aluminum or stainless-steel strip fastened to exposed bottom edges of solid-plastic components to hinder malicious combustion.
  3. Color and Pattern: One color and pattern in each room as selected by Architect from manufacturer's full range.
- D. Pilaster Shoes and Sleeves (Caps): Manufacturer's standard design; polymer or stainless steel.
1. Polymer Color and Pattern: Matching pilaster.

E. Brackets (Fittings):

1. Full-Height (Continuous) Type: Manufacturer's standard design; extruded aluminum or stainless steel.
  - a. Polymer Color and Pattern: Matching panel.

2.3 HARDWARE AND ACCESSORIES

A. Hardware and Accessories: Manufacturer's heavy-duty operating hardware and accessories.

1. Hinges: Manufacturer's minimum 0.062-inch- (1.59-mm-) thick stainless-steel continuous, cam type that swings to a closed or partially open position, allowing emergency access by lifting door. Mount with through-bolts.
2. Latch and Keeper: Manufacturer's heavy-duty surface-mounted cast-stainless-steel latch unit designed to resist damage due to slamming, with combination rubber-faced door strike and keeper, and with provision for emergency access. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible. Mount with through-bolts.
3. Coat Hook: Manufacturer's heavy-duty combination cast-stainless-steel hook and rubber-tipped bumper, sized to prevent in-swinging door from hitting compartment-mounted accessories. Mount with through-bolts.
4. Door Bumper: Manufacturer's heavy-duty rubber-tipped cast-stainless-steel bumper at out-swinging doors. Mount with through-bolts.
5. Door Pull: Manufacturer's heavy-duty cast-stainless-steel pull at out-swinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible. Mount with through-bolts.

B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.

C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless-steel, hot-dip galvanized-steel, or other rust-resistant, protective-coated steel compatible with related materials.

2.4 MATERIALS

- A. Aluminum Castings: ASTM B 26/B 26M.
- B. Aluminum Extrusions: ASTM B 221 (ASTM B 221M).
- C. Stainless-Steel Sheet: ASTM A 666, Type 304, stretcher-leveled standard of flatness.
- D. Stainless-Steel Castings: ASTM A 743/A 743M.
- E. Zamac: ASTM B 86, commercial zinc-alloy die castings.

2.5 FABRICATION

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. Fabrication, General: Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories where required for attachment of toilet accessories.
- B. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.
- C. Floor-Anchored Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment nuts at pilasters for structural connection to floor. Provide shoes at pilasters to conceal anchorage.
- D. Door Size and Swings: Unless otherwise indicated, provide 24-inch- (610-mm-) wide, in-swinging doors for standard toilet compartments and 36-inch- (914-mm-) wide, out-swinging doors with a minimum 32-inch- (813-mm-) wide, clear opening for compartments designated as accessible.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for fastening, support, alignment, operating clearances, and other conditions affecting performance of the Work.
  - 1. Confirm location and adequacy of blocking and supports required for installation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
  - 1. Maximum Clearances:
    - a. Pilasters and Panels: 1/2 inch (13 mm).
    - b. Panels and Walls: 1 inch (25 mm).
  - 2. Full-Height (Continuous) Brackets: Secure panels to walls and to pilasters with full-height brackets.
    - a. Locate bracket fasteners so holes for wall anchors occur in masonry or tile joints.
    - b. Align brackets at pilasters with brackets at walls.
- B. Overhead-Braced Units: Secure pilasters to floor and level, plumb, and tighten. Set pilasters with anchors penetrating not less than 1-3/4 inches (44 mm) into structural floor unless otherwise indicated in manufacturer's written instructions. Secure continuous head rail to each pilaster with no fewer than two fasteners. Hang doors to align tops of doors with tops of panels, and adjust so tops of doors are parallel with overhead brace when doors are in closed position.

#### 3.3 ADJUSTING

- A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

END OF SECTION 102113.19

## SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Public-use washroom accessories
  - 2. Public-use shower room accessories
- B. Owner-Furnished and Contractor-Installed Materials:
  - 1. Paper towel dispensers
  - 2. Soap dispensers
  - 3. Toilet tissue dispensers

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include the following:
  - 1. Construction details and dimensions.
  - 2. Anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
  - 3. Material and finish descriptions.
  - 4. Features that will be included for Project.
  - 5. Manufacturer's warranty.
- B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.
  - 1. Identify products using designations indicated.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Warranty: Sample of special warranty.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For toilet and bath accessories to include in maintenance manuals.

#### 1.6 QUALITY ASSURANCE

- A. Source Limitations: For products listed together in the same Part 2 articles, obtain products from single source from single manufacturer.

1.7 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.8 WARRANTY

- A. Special Mirror Warranty: Manufacturer's standard form in which manufacturer agrees to replace mirrors that develop visible silver spoilage defects and that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, 0.031-inch (0.8-mm) minimum nominal thickness unless otherwise indicated.
- B. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.036-inch (0.9-mm) minimum nominal thickness.
- C. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.
- D. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.
- E. ABS Plastic: Acrylonitrile-butadiene-styrene resin formulation.

2.2 PUBLIC-USE WASHROOM ACCESSORIES

- A. Manufacturers: Basis-of-Design Product: Bradley Corporation. Subject to compliance with requirements, provide basis of design or comparable product by one of the following:
  - 1. A & J Washroom Accessories, Inc.
  - 2. American Specialties, Inc.
  - 3. Bobrick.
- B. Grab Bar:
  - 1. Basis-of-Design Product: Bradley 812 Series.
  - 2. Mounting: Flanges with concealed fasteners.
  - 3. Material: Stainless steel, 0.05 inch (1.3 mm) thick.
    - a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
  - 4. Outside Diameter: 1-1/2 inches (38 mm).
  - 5. Configuration and Length: As indicated on Drawings.

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

C. Mirror Unit:

1. Basis-of-Design Product: Bradley #7405.
2. Frame: Stainless-steel angle, 20 gage; Corners: Welded and ground smooth.
3. Hangers: Produce rigid, tamper- and theft-resistant installation, using method indicated below.
  - a. Wall bracket of galvanized steel, equipped with concealed locking devices requiring a special tool to remove.
4. Size: As indicated on Drawings.

2.3 PUBLIC-USE SHOWER ROOM ACCESSORIES

A. Basis of Design Product: Bradley Corporation. Subject to compliance with requirements, provide basis of design product or comparable product by one of the following:

1. A & J Washroom Accessories, Inc.
2. American Specialties, Inc.
3. Tubular Specialties Manufacturing, Inc.

B. Shower Curtain Rod

1. Basis of Design Product: Bradley #9539
2. Description: 1.25" OD; fabricated from nominal 0.0375 inch thick stainless steel.
3. Mounting Flanges: Concealed.
4. Finish: No. 4 (Satin).

C. Shower Curtain:

1. Basis of Design Product: Bradley #9533.
2. Size: Minimum 12 inches wider than opening by 72 inches high.
3. Material: Vinyl 6 gage.
4. Color: White
5. Grommets: Corrosion resistant at minimum 6 inches o.c. through top hem.
6. Shower Curtain Hooks: Chrome-plated or stainless steel, spring wire curtain hooks with snap fasteners, sized to accommodate specified curtain rod. Provide one hook per curtain grommet. Model #9540 by Bradley.

D. Robe Hook (RH)

1. Basis of Design Product: Bradley #9114
2. Description: Single-prong unit
3. Material and Finish: Stainless steel, No. 4 finish (satin)

E. Folding Shower Seat – Basis of Design: Bradley Phenolic Bariatric Shower Seat No. 9562; ADA compliant.

2.4 FABRICATION

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
- B. Grab Bars: Install to withstand a downward load of at least 250 lbf (1112 N), when tested according to ASTM F 446.

3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Remove temporary labels and protective coatings.
- C. Clean and polish exposed surfaces according to manufacturer's written recommendations.

END OF SECTION 102800

## SECTION 105113 - METAL ATHLETIC SPORT LOCKERS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. DESCRIPTION: Furnish and install Heavy-Duty MIG-Welded Metal Lockers.

#### 1.2 SUBMITTALS

- A. SHOP DRAWINGS: Submit drawings showing locker types, sizes, quantities, including all necessary details relating to anchoring, trim installation and relationship to adjacent surfaces.
- B. COLOR CHARTS: Provide color charts showing manufacturer's available colors. Provide metal samples if requested.
- C. NUMBERING: Locker numbering sequence will be provided by the approving authority and noted on approved shop drawings returned to the locker contractor.

#### 1.3 QUALITY ASSURANCE

- A. MANUFACTURING STANDARD: Provide metal lockers that are standard products of a single manufacturer, with interchangeable like parts. Include necessary mounting accessories, fittings, and fastenings.
- B. FABRICATOR QUALIFICATIONS: Firm experience (minimum 5 years) in successfully producing the type of metal lockers indicated for this project, with sufficient production capacity to produce required units without causing delay in the work.
- C. INSTALLER QUALIFICATIONS: Engage an experienced (minimum 2 years) installer who has successfully completed installation of the type of metal lockers and extent to that indicated for this project.

#### 1.4 PRODUCT HANDLING

- A. GENERAL: All work shall be fabricated in ample time so as to not delay construction process.
- B. DELIVERY: All materials shall be delivered to the site at such a time as required for proper coordination of the work. Materials are to be received in the manufacturer's original, unopened packages and shall bear the manufacturer's label.
- C. STORAGE: Store all materials in a dry and well-ventilated place adequately protected from the elements.

#### 1.5 WARRANTY

- A. All-Welded Lockers are covered against all defects in materials and workmanship excluding finish, damage resulting from deliberate destruction and vandalism under this section for the lifetime of the facility.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

- A. AVAILABLE MANUFACTURERS: Subject to compliance with the design, material, method of fabrication and installation as required in this specification section or modified as shown on drawings. Manufacturers offering products which may be incorporated in the work include the following: List Industries Inc. (Basis of Design), Penco Products, Inc., Republic Storage Products, LLC.

2.2 LOCKER TYPES

- A. GENERAL: Lockers shall be "SUPERIOR ALL-STAR OPEN FRONT SPORT LOCKERS" as manufactured by List industries Inc. (Basis of Design).

- 1. Type: Open front
- 2. Size: 18" wide x 22" deep x 72" high

- B. ALL-STAR OPEN FRONT SPORT LOCKERS:

- 1. Box Doors: 14-gauge non-perforated sheet steel, side hinged with finger pull latch
- 2. Seat/Foot Locker: 14-gauge sheet steel, Security Plus ventilated front panel
- 3. Sides: Fully-framed 13-gauge 1/2" flattened expanded metal (diamond perforated or 3/4" expanded metal will NOT be accepted).
- 4. Tops, Bottoms, Shelves: 16-gauge solid galvaneal sheet steel
- 5. Backs: 18-gauge solid sheet steel

2.3 FABRICATION

- A. MATERIALS:

- 1. Steel Sheet: All sheet steel used in fabrication shall be prime grade free from scale and imperfections and capable of taking a heavy coat of custom blend powder coat.
- 2. Fasteners: Cadmium, zinc or nickel-plated steel; bolt heads, slot less type; self-locking nuts or lock washers.
- 3. Hardware: Hooks of cadmium plated, zinc plated steel or cast aluminum. Coat rods of stainless-steel tube.
- 4. Handle: Zinc plated, cold rolled steel finger pull.
- 5. Number Plates: To be aluminum with not less than 3/8" high etched numbers attached to door with two aluminum rivets.

- B. CONSTRUCTION: Lockers shall be "SUPERIOR ALL-STAR OPEN FRONT FULLY-FRAMED ALL-WELDED ATHLETIC SPORT LOCKERS" as manufactured by List Industries Inc. All lockers shall be factory-assembled, of all MIG welded construction, in multiple column units to meet job conditions. Assembly of locker bodies by means of bolts, screws, or rivets will not be permitted. Welding of knockdown locker construction is not acceptable. Grind exposed welds and metal edges flush and make safe to touch.

- 1. FRAME / VERTICAL SIDE PANELS: Shall be of 13-gauge 1/2" flattened expanded metal framed by 16-gauge Hollow "T" tubular sections and channel frame members designed to enclose all four edges of the side panel with the entire assembly MIG welded to form a rigid frame for each locker. The channel frame members are welded to the front and rear vertical frame members to

Bellevue Independent Schools  
Ben Flora Gym- Restroom and Locker Room Renovation

create and anchor bearing surface of 1-1/4 inches wide x the depth of the locker at each side panel. Note: Diamond perforated sheet steel or 3/4" expanded metal will NOT be accepted.

2. INTEGRAL FRAME LOCKER BASE: 14-gauge galvanized formed structural channels are MIG welded to the front and rear vertical side panel frame members to allow placement of locker bottom a minimum 2-3/4" above floor level. Locker bottom shelf located less than 2" above floor level will not be acceptable.
3. FLAT TOPS: Shall be formed of one piece of 16-gauge cold rolled sheet steel and shall be an integral part MIG welded to each vertical side panel frame member and be continuous to cover the full width of a multiple framed locker unit.
4. HAT SHELVES AND BOTTOMS: Shall be 16-gauge galvanized sheet steel, have double bends at front and shall engage slots in the Hollow "T" vertical frame members at all four corners and be securely welded to the frame and side. Locker bottom shelf located less than 2" above floor level will not be acceptable.
5. BACKS: Shall be 18-gauge cold rolled sheet steel, be continuous to cover a multiple framed unit and be welded to each vertical side panel frame member.
6. UPPER SECURITY COMPARTMENT:
  - a. Full-Width Upper Security Compartment: Shall be top hinged and be fabricated from single sheet prime 14-gauge with single bend at top and sides with a double bend at latch point (bottom). Door shall be perforated with Security-Plus ventilation. A spring-loaded galvanized latch assembly shall be securely welded to the inside of the door. The latch shall be a minimum of 11 gauge, be equipped with a stainless-steel spring and shall automatically engage when door is closed. Rubber bumpers shall be riveted to return bends on doors. Locking device shall be designed for use with both a padlock and built-in lock. Top hinged gym door shall be hinged using a 3/16" diameter continuous hinge rod completely recessed into the door with a concealed fastener. Padlock Strike Plates shall be included.
7. LOWER SEAT OR FOOT LOCKER:
  - a. Lower Seat/Shelf: Shall be 16-gauge galvanized sheet steel, have double bends at front and shall engage slots in the Hollow "T" vertical frame members at all four corners and be securely welded to the frame and side. A reinforcing bar shall be welded to the inside of the front return bend for added strength.
  - b. Foot Locker: Seat shall be formed of 14-gauge cold rolled sheet steel with stiffener sections for reinforcement and be prepared for padlock. Foot Locker front panel shall be 14-gauge cold rolled sheet steel with Security-Plus ventilation. A rubber bumper is to be mounted to locker back to cushion seat in the open position. Padlock Strike Plates shall be included.

2.4 LOCKER ACCESSORIES:

- A. EQUIPMENT: Furnish each locker with one galvanized hat shelf, two single prong hooks at back of underside of shelf and one 1" O.D. stainless steel tube coat rod factory attached below upper hat shelf.
  1. Finished End Panels: Shall be "Boxed" type formed from 16-gauge cold rolled steel with 1" O.D. double bends on sides and a single bend at top and bottom with no exposed holes or bolts. If lockers have slope tops, end panels must be formed with slope at top to cover the ends of the slope tops. Finished to match lockers. Provide at all exposed ends.
  2. Fillers: Provide where indicated, of not less than 16-gauge sheet steel, factory fabricated and finished to match lockers.

- B. FINISHING: All locker parts to be cleaned and coated after fabrication with a seven stage hot-spray washing process and coated with a zirconium-based nanotechnology providing a green alternative to traditional iron phosphate followed by a coat of high grade custom blend powder electrostatically sprayed and baked at 350 degrees Fahrenheit for a minimum of 20 minutes to provide a tough durable finish. Color to be selected from manufacturer's standard list of colors. Two-Tone Color Combination: Shall be at no additional cost with the locker body, frame and trim chosen from one color and the door and foot locker seat may be one of any other color chosen from manufacturers standard selection.

PART 3 EXECUTION

3.1 INSTALLATION

- A. GENERAL: Installation shall be in strict conformance with referenced standards, the manufacturer's written directions, as shown on the drawings and as herein specified.
- B. PLACEMENT: Lockers shall be set in place, plumb, level, rigid, flush and securely attached to the wall (or bolted together if back-to-back) and anchored to the floor or base according to manufacturer's specifications.
- C. ANCHORAGE: About 48" O.C., unless otherwise recommended by manufacturer, and apply where necessary to avoid metal distortion, using concealed fasteners. Friction cups are not acceptable.
- D. TRIM: Sloping tops, metal fillers and end panels shall be installed using concealed fasteners. Provide flush, hairline joints against adjacent surfaces.

3.2 ADJUSTMENT

- A. GENERAL: Upon completion of installation, inspect lockers and adjust as necessary for proper door operation. Touch-up scratches and abrasions to match original finish.

END OF SECTION 105113