

OHC Project CP2308

Serpent Mound Museum Improvements

3850 OH-73
Peebles, Adams County, Ohio 45660

PROJECT MANUAL



Ohio History Connection
800 E. 17th Avenue
Columbus, Ohio 43211

Megan Wood
Executive Director

Beth McFarlane, RA
Chief Architect
Architectural Services Department

Sara Vandenbark, RA
Project Architect/Manager

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OHC Project No. CP2308
Serpent Mound
Museum Improvements

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SECTION 00 11 16 NOTICE TO BIDDERS

Sealed Bids will be received at:

The Ohio History Connection
Historic Sites and Facilities Division
800 E 17th Avenue, Columbus, Ohio 43211

until Friday 12/13/2024 at 2:00 PM local time (Owner’s clock) and opened immediately thereafter for:

OHC Project No. CP2308
Serpent Mound
Museum Improvements
Peebles, Adams County, Ohio 45660

OHC intends to award the project to one successful Bidder. The Owner intends to award 1 contract to 1 bidder for the project. The Instructions to Bidders, Bid Form, Form of Contract, Drawings, Specifications, and other contract documents may be examined at:

Historic Sites and Facilities
The Ohio History Connection
800 E. 17th Avenue
Columbus, Ohio 43211

Bid Documents will be available electronically and as hardcopy on 11/13/24.

Obtain the electronic versions by registering on the plan holders list and downloading documents from the OHC website at: www.ohiohistory.org/hsfprojects.

Direct all questions and comments to the OHC Project Manager:

Ms. Sara Vandebark
V: (614) 297-2447

A mandatory pre-bid conference will be held on Tuesday 12/2/2024 at 10:00 AM at the following location:

Serpent Mound
3850 OH-73
Peebles, Ohio 45660

The final date questions are due to the Architect (if you wish to guarantee answer in final Addendum is: Monday, December 9 at 12:00 noon.

The anticipated project cost is \$225,000.

A Bid Guaranty and Contract Bond are required as defined in the Contract Documents. Prevailing wage rates for Adams County as determined by the State of Ohio, Department of Commerce, Division of Labor and Safety will be applicable to this Work.

No bids may be withdrawn within ninety (90) days after the Bid Opening. The Owner reserves the right to waive irregularities and to reject any or all bids.

END OF SECTION

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SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

OHC Project No. CP2308
Serpent Mound
Museum Improvements

PART 1 - GENERAL

1.1 INSTRUCTIONS

- A. To be considered, bids must be made in accordance with these Instructions to Bidders.

1.2 DOCUMENTS

- A. For instructions on obtaining bid documents, see section 00 11 16 Notice to Bidders. Documents are available at no cost by downloading them from the OHC website at: www.ohiohistory.org/hsfprojects.
- B. Direct questions to OHC Project Managers, as noted in section 00 11 16 Notice to Bidders.

1.3 EXAMINATION

- A. Before submitting a bid, Bidder shall carefully examine the documents and the construction sites to obtain firsthand knowledge of the existing conditions. Contractors will not be given extra payment for conditions which can be determined by examining the site and documents.
- B. Bidders may make arrangements to visit the site and inspect existing conditions during business hours Monday through Friday by calling Ms. Sara Vandebark at (614) 297-2447.
- C. A pre-bid conference for all interested parties will be held as provided in the Notice to Bidders.

1.4 PREPARATION OF BIDS

- A. Bids shall be made on an unaltered Bid Form provided in the Bid Documents. Fill in all blank spaces and submit one (1) original. Bids shall be signed with name typed or printed below signature. Where Bidder is a corporation, follow by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- B. The Bidder must include prices for all alternates, substitutions, and unit costs on the Bid Form, if any. Failure to comply may be cause for rejection.

1.5 BID GUARANTY AND CONTRACT BOND

- A. Bid Guaranties and Contract Bonds must be satisfactory to the Ohio History Connection.
- B. The BID GUARANTY AND CONTRACT BOND form provided herein by the Ohio History Connection shall be used without change.
- C. If the amount is left blank, the penal sum of the Bid Guaranty and Contract Bond will be the full amount of the principal's base bid plus add alternates; alternatively, if complete, the amount must be not less than the full amount of the base bid plus add alternates, stated in dollars and cents. A percentage is not acceptable.
- D. The Bid Guaranty and Contract Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company and by the Bidder. A surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio must issue the bond. It is essential that the bond be issued by a surety company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves and soundness of investments as demonstrated by Best's Insurance Reports rating of A- or better.
- E. Bid Guaranties and Contract Bonds must be supported by credentials showing the following:
 - 1. Power of Attorney of the Agent.
 - 2. Corporate Seals must be affixed to all originals and certified copies.
- F. In lieu of the Bid Guaranty referred to in Paragraph 1.05, B. above, the bidder may submit the Bid Guaranty in the form of a Certified Check, Cashier's Check or Letter of Credit. A bid bond is not acceptable for use as a Bid Guaranty.
 - 1. The amount of the Certified Check, Cashier's Check or Letter of Credit shall be equal to ten percent (10%) of the base bid plus add alternates.
 - 2. The Bid Guaranty shall be payable to the Ohio History Connection.
- G. The Bid Guaranty and Contract Bond shall be returned to all unsuccessful bidders immediately after the Contract is executed.
- H. The Certified Check, Cashier's Check or Letter of Credit shall be returned to the successful bidder upon filing of the Contract Bond. The bond shall not be deemed "filed" until the Contract is fully executed.

1.6 SUBMITTAL

- A. Submittals AT Bid:
 - 1. Submit Bid Forms in an opaque, sealed envelope. Identify the envelope with:
 - a) OHC project number
 - b) Project Name
 - c) Bidder's Company Name
 - d) The phrase, "Sealed Bid Enclosed – Attn: Historic Sites and Facilities"
 - 2. Submit bids in accordance with the Notice to Bidders. A faxed Bid will not be accepted.

3. With bid, submit a Responsible Bidder Information Form, per specification section 00 45 13; Bid Guaranty and Contract Bond per specifications.

1.7 OHIO SALES TAX

- A. Material purchased for use or consumption in connection with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 in the Revised Code of Ohio, and also from the State of Ohio Use Tax, Section 5741.01.
- B. Purchases by the Contractor of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals are subject to the application of the Ohio Sales or Use Tax.

1.8 WAGE RATES

- A. The wages to be paid for a legal days work to laborers, workmen or mechanics engaged in the work under this contract at the site of the project for the trade or occupation employed shall not be less than the wage rates set forth by the Department of Employment Services of the State of Ohio in effect for Adams County, as of the date bids are received for the project. Reference wage rates as listed herein.

1.9 EQUAL EMPLOYMENT OPPORTUNITY

- A. Provisions of Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplied by the Department of Labor Relations is hereby made a part of this contract.
- B. Copies of the Executive Order may be requested from the Architect.

1.10 DOCUMENTS REQUIRED PRIOR TO SIGNING CONTRACT

- A. Immediately upon the award of, and prior to the signing of the contract, the successful bidder shall furnish to the Architect:
 1. A Schedule of Values (AIA Document G703, Continuation Sheet) for various categories of work showing itemized labor and material amounts for the total contract price. The Schedule of Values must clearly indicate separate costs for each building project. Further, each separate cost must indicate proper allocation for materials and labor for each line item.
 2. Certificates of Insurance from company insuring the work.
 3. Worker's Compensation Certificate.
 4. To support the Bid Guaranty and Contract Bond, the successful bidder shall also furnish the following:
 - a. Credentials showing the Power of Attorney.
 - b. A Certificate of Compliance issued by the Division of Insurance showing the Bonding Company is licensed to do business in the State of Ohio.
 - c. Financial statement of Bonding Company.

5. List of all Sub-contractors
 - a. Sub-Contractors are expected to meet the same performance standards as the General Contractor. At their discretion, the Architect may request a Responsible Bidder Form from any sub-contractor.
 6. Construction Schedule
- B. If the successful bidder is a foreign corporation, i.e. not incorporated under the laws of the State of Ohio, the Bidder shall also furnish:
1. A certificate from the Secretary of State showing the right of the successful bidder to do business in the State of Ohio.
 2. If the successful bidder is a domestic or foreign corporation, the person signing as agent such contract for the corporation shall, upon the Owner’s request, file legal evidence of the agent’s authority to bind the corporation.
- 1.11 AWARD OF CONTRACT
- A. The Owner reserves the right to accept any bid, to reject any and all bids, and to negotiate contract terms with the various bidders.
- 1.12 TIME OF COMPLETION
- A. Complete all work in the time period established in the Supplementary Conditions.
- 1.13 STATE OF OHIO RESPONSIBILITY
- A. Each party hereto recognizes and agrees that the Ohio Facilities Construction Commission, the Ohio Building Authority, the Ohio Department of Administrative Services and the State of Ohio are not bound by or liable under this contract or license, as applicable, and are not responsible for the acts or omissions of the Ohio History Connection.
- 1.14 FACILITY CLASSIFICATION REGARDING LEAD-BASED PAINT
- A. This building is not classified as a “child occupied” facility use, as defined by the U.S. Environmental Protection Agency (EPA) Renovation, Repair and Painting (RRP) program (ref.: 40 CFR 745.82); therefore the requirement of the EPA Residential Property Renovation program regulation 40 CFR745.80, Subpart E as well as Ohio lead abatement regulations which require lead-safe work practices and worker certification, are not applicable to this project. The contractor shall however, minimize dust and debris caused by work activity, contain it to the smallest practical areas, and to promptly and thoroughly clean the areas to eliminate dust and debris.

PART 2 & 3 – NOT USED

END OF SECTION

SECTION 00 26 00 SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for substitutions submitted with a Bidder's Bid.

1.2 DEFINITIONS

- A. Definitions in this Section do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: change in product, material, equipment, or method of construction required by the Contract Documents or any portion thereof, proposed by a Bidder and submitted with its bid.
 - 1. Substitutions requested and accepted during the bidding period, are included in the Contract Documents and are not subject to requirements in this Section for substitutions.
 - 2. Revisions to the Contract Documents requested by the Owner or Architect.
 - 3. Specified options of products and construction methods included in the Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.3 SUBMITTALS

- A. Substitution Request Submittal:
 - 1. Submit with the bid 3 copies of each request for substitution for consideration. Submit requests in a form acceptable to the Architect. Include, as a minimum, the following information:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.

- c. Product data, including drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the effect on the Contractor’s Construction Schedule of the using of the proposed substitution, compared to the schedule without approval of the substitution. Also, indicate the effect of the proposed substitution on the overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any, in the Contract Sum.
 - g. The Contractor’s certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
 - h. The Contractor’s waiver of rights to additional payment or time that may subsequently become necessary to perform adequately.
2. The Architect may request additional information or documentation for evaluation. The Architect will notify the Contractor of acceptance or rejection of the proposed substitution within 2 weeks of receipt of the request or one week of receipt of additional information or documentation, whichever is later.

PART 2 – PRODUCTS

2.1 SUBSTITUTIONS

- A. The Architect will accept a request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If one or more of the following conditions are not satisfied, the Architect will return the request without action except to record noncompliance with these requirements.
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 - 3. The request is timely, fully documented, and properly submitted.
 - 4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 - 5. The request meets the requirement of an “or-equal” clause or similar language in the Contract Documents.

6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner’s additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
 7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies the proposed substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor shall bear all costs for work not identified or reasonably implied in its proposal to the Owner, including and not limited to modification to the project site, new and existing construction, and construction components.

PART 3 – NOT USED

END OF SECTION

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SECTION 00 41 13 FORM OF PROPOSAL – STIPULATED SUM

OHC Project No. CP2308
Serpent Mound
Museum Improvements

TO: The Ohio History Connection
Director of Historic Sites and Facilities
800 E 17th Avenue
Columbus, Ohio 43211

PART 1 - GENERAL

By submitting this Bid, Bidder acknowledges its receipt of all Addenda, which it has listed below and that the absence of the Bidder’s acknowledgement of receiving all Addenda may be cause, in the Owner’s sole discretion, for the Owner not to accept the Bid.

Bidder: list below each Addenda and its respective issue date in the spaces provided.
Attach additional sheets if necessary.

Addendum # _____ Date _____
Addendum # _____ Date _____
Addendum # _____ Date _____

The undersigned Bidder hereby agrees to accept the award of the Contract if offered, and to timely commence and perform the Work, provided the award occurs within a reasonable time after the Bid Opening.

BIDDER: COMPANY NAME _____
ADDRESS _____
TELEPHONE NUMBER WITH AREA CODE _____
FEDERAL TAX ID NUMBER _____
NAME OF OFFICER or OWNER _____
(Type or Print) SIGNATURE _____
OFFICE _____
DATE _____

PART 2 – PROPOSAL

2.1 BASE BID: Structural Repairs and Stair Removal

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.2 ALTERNATE ONE: Giftshop Casework

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.3 ALTERNATE TWO: Electrical Lighting Improvements

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.4 ALTERNATE THREE: Electrical Panel Relocation

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.5 ALTERNATE FOUR: Refinish Ceiling in Exhibit Area

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

2.7 PERIOD OF PERFORMANCE / LIQUIDATED DAMAGES

- A. The Period of Performance and Liquidated Damage rates are indicated in the Supplementary Conditions.
- B. Bidder may propose a different Period of Performance as a Substitution below.

2.8 SUBSTITUTIONS

- A. Bidder may propose up to three substitutions below. Provide additional sheets as necessary to accurately describe the substitution. If accepted by the Owner, a substitution shall be incorporated in the Bid and Contract and shall be bound by all Contract provisions.

Proposed Substitute	Add	Deduct

1.			
2.			
3.			

2.9 SUCCESSFUL BIDDER ASSISTANCE AND COOPERATION

- A. The accepted Bidder shall assist and cooperate with the Owner in preparing the Agreement, and within seven (7) days following presentation of the Agreement to the successful Bidder, the successful Bidder shall execute three (3) originals and return them to the Owner.

END OF SECTION

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**BID GUARANTY
AND
CONTRACT BOND**

The Bid Guaranty and Bid Bond form for use on this project is provided on the double-sided sheet that follows this page.

A PDF version is attached.

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Bid Guaranty and Contract Bond

OHIO HISTORY CONNECTION • Historic Sites and Facilities Division • 800 E. 17th Ave. • Columbus, Ohio 43211-2497

Section 153.571 Ohio Revised Code

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____ as Principal

and

_____ as Surety

are hereby held and firmly bound unto the Ohio History Connection as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on:

_____ to undertake the project known as:
Type or print date of bid submittal

_____ OHC Project number

_____ OHC Project Name

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive and deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

_____ \$ _____
Type or print amount first in words, then numbers

(When the line above is left blank, the penal sum will be the full amount of the Principal's Bid including alternates. When the line above indicates an amount, the amount stated must not be less than the full amount of the Bid including alternates in dollars and cents; a percentage is not acceptable.)

for the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal has submitted a bid on the above-referred project,

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; an



Bid Guaranty and Contract Bond

continued

OHIO HISTORY CONNECTION ▪ Historic Sites and Facilities Division ▪ 800 E. 17th Ave. ▪ Columbus, Ohio 43211-2497

OHC Project: _____ OHC Project Name: _____

NOW ALSO, if the Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SURETY HEREBY STIPULATES AND AGREES that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

BOND NUMBER: _____

SIGNED AND SEALED this _____ day of _____, 20_____

PRINCIPAL

SURETY

Type or type authorized officer or owner name and title

Type or print Agent's name and title

Signature (seal)

Signature (Attorney-in-Fact) (seal)

Surety Company Address and Telephone:

Surety Agent's Address and Telephone:

Street

Street

City, State, Zip

City, State, Zip

Telephone with Area Code

Telephone with Area Cod

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

SECTION 00 45 13.A RESPONSIBLE BIDDER INFORMATION FORM – GENERAL CONTRACTOR

OHC Project No. CP2308
Serpent Mound
Museum Improvements

Attach additional pages as needed.

1. Company Name _____

Company Address _____
Street _____

City _____ State _____ Zip _____

Company Telephone Number (w/ Area Code) (_____) _____

Company Fax Number _____

Company Email _____

2. Indicate the overall experience of the Bidder performing the trades bid including the years in business performing the trade under present and former business names.

3. List three projects that the Bidder has completed that are similar in scope to the current project. Include contact information.

	Project	Scope	Value	Contact
a)				
b)				
c)				

4. List the primary Subcontractors for this project. Indicate the overall experience of the Subcontractors, including the years in business performing the trade under present and former business names.

5. The apparent low Bidder shall submit, upon request of the Division, either:

- a) An annual financial statement prepared within the twelve (12) months prior to the bid by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
- b) A financial report generated within 30 days prior to the Bid from Standard and Poors, Dun and Bradstreet or a similar company acceptable to the State documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

This information is not a public record under Section 149.43, ORC; and will remain confidential, except under proper order of a court.

6. Indicate the Bidder's relevant facilities and major equipment, whether leased or owned,

7. List all ongoing Projects and Projects completed in the last four (4) years which are similar in cost and type to the Project being bid. Include scope of Work, Contract value and Project name/contact Person/address/phone number for each Owner and Associate for each Project.

Project	Scope	Value	Contact
---------	-------	-------	---------

a)

b)

c)

d)

8. Indicate all occurrences of the following in the last four (4) years (if none, so state). For verification by the State, attach documentation, and/or provide sufficient and appropriate detail information such as: Project name, Owner, contact person and phone number, Contract amount, etc.

a) Prevailing Wage violations or judgments

b) Affirmative Action violations

c) Contract abandonment, Contract termination or Surety takeover

d) Debarment by State, federal or local jurisdictions

e) EPA/OSHA violations

f) Liquidated damages assessed

9. Management. Identify individuals assigned to this project.

Principal _____ Years with firm _____ Total Exp. _____
Project Manager _____ Years with firm _____ Total Exp. _____
Field Superintendent _____ Years with firm _____ Total Exp. _____
CPM Scheduler _____ Years with firm _____ Total Exp. _____

10. Certification. I hereby certify that the information above is factual and complete.

Company Name _____

Authorized Official (please print or type) _____

Signature of Authorized Official _____ Date _____

END OF SECTION

**AGREEMENT FORM BETWEEN
OWNER AND CONTRACTOR**

A draft of AIA Document A105-2017, modified, follows this page.

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DRAFT AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

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)

«Ohio History Connection »« »
«800 E. 17th Avenue »
«Columbus, OH 43211 »

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)

« »« »
«Ohio History Connection »
«800 E. 17th Avenue »
«Columbus, OH 43211 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

- .1** this Agreement signed by the Owner and Contractor;
- .2** the drawings and specifications prepared by the Architect, dated «», and enumerated as follows:

Drawings:

Number	Title	Date
« <input type="text"/> »	<input type="text"/>	<input type="text"/>

Specifications:

Section	Title	Pages
« <input type="text"/> »	<input type="text"/>	<input type="text"/>

- .3** addenda prepared by the Architect as follows:

Number	Date	Pages
« <input type="text"/> »	<input type="text"/>	<input type="text"/>

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

«Section 00 73 00 Supplementary Conditions »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

The Date of Commencement shall be established in a notice to proceed issued by the Architect, as authorized by the Owner or as provided in the Supplementary Conditions and is the day the Contractor is authorized to begin its activities under this Contract.

§ 2.3 Substantial Completion and Final Completion:

§ 2.3.1 The initial date of Substantial Completion shall be the named date or the last day of the period to achieve Substantial Completion as established in the Supplementary Conditions, unless and until modified as provided in Article 10. The Contractor shall schedule and prosecute the Work regularly and diligently at a rate of progress to achieve a Certificate of Substantial Completion on or before the approved date of Substantial Completion.

« »

§ 2.3.2 The initial date of Final Completion shall be the named date or the last day of the period to achieve Final Completion as established in the Supplementary Conditions, unless and until modified as provided in Article 10. The Contractor shall schedule and prosecute the Work regularly and diligently at a rate of progress to achieve Final Completion on or before the approved date of Final Completion.

« »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: *(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work

Value

« »

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: *(Identify the 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.)*

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: *(Identify each allowance.)*

Item

Price

« »

§ 3.5 Unit prices, if any, are as follows:

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

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

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

<< >>

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

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

<<0.00 >> % << zero >>

§ 4.3 RETAINAGE

§ 4.3.1 When the major portion of the Work is complete or is in use by the Owner (as determined by the Architect and approved by the Owner) the Contractor may request a reduction in the amount retained as determined under §12.2.1.4.

§ 4.3.2 Upon written consent of the Contractor's surety, and the Contractor's submittal of lien releases from the Contractor's subcontractors and material suppliers for work performed to date and for materials ordered to date, the Owner may at its sole discretion, reduce the amount retained.

§ 4.3.3 Any reduction or release of retained funds shall not be a waiver of the Owner's right to retain funds relative to future payments to the Contractor, or any other right or remedy the Owner has under the Contract Documents at law or in equity.

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

§ 5.2 WORKER'S COMPENSATION

§ 5.2.1 All Contractors shall procure and maintain during the life of the Contract, and provide evidence of Worker's Compensation Insurance as required by the State of Ohio for all employees to be engaged on the project prior to commencing any work on the project.

§ 5.2.2 The Contractor shall require its subcontractors to procure and maintain during the life of the Contract, Worker's Compensation Insurance as required by the State of Ohio for all employees to be engaged on the project and shall require its subcontractors to provide evidence of such coverage to the Contractor before commencing the subcontractor work on the project.

§ 5.3 INSURANCE

§ 5.3.1 The Contractor shall not commence work under this Agreement until the Contractor has obtained all the insurance required hereunder and such insurance has been approved by the Ohio Historical Society. The Contractor shall not allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor(s) has been so obtained and approved. Approval of the insurance by the Ohio Historical Society shall not relieve or decrease the liability of the Contractor hereunder.

.1 The Contractor shall provide acceptable evidence of the required insurance which shall also include the Ohio Historical Society project number and name and the insurance agent company name, address, and telephone number.

§ 5.4 CONTRACTOR'S LIABILITY INSURANCE

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User Notes:

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§ 5.4.1 The Contractor shall acquire and maintain during the term of the Contract, Bodily Injury and Property Damage Liability Insurance under an acceptable Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-Owned and Hired Automobiles.

.1 The Contractor shall provide and shall require its Subcontractors to provide insurance required by this section that names the Ohio Historical Society as an additional insured.

§ 5.4.2 The Contractor shall acquire and maintain Property Damage Liability Insurance in an amount of not less than One Million (\$1,000,000) Dollars per occurrence with General Liability extended to provide "Broad Form Property Liability" and in the amount of not less than Three Million (\$3,000,000) Dollars aggregate for damage on account of all occurrences.

§ 5.4.3 Provide Bodily Injury Insurance limits for an amount of not less than One Million (\$1,000,000) Dollars for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount of not less than Three Million (\$3,000,000) Dollars on the account of any one occurrence.

§ 5.4.4 Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides not less than Three Million (\$3,000,000) Dollars Single Limit Bodily Injury and Property Liability Insurance for the Contractor will also be acceptable.

§ 5.5 CONTRACTOR'S PROPERTY INSURANCE

§ 5.5.1 The Contractor shall maintain Property Insurance (e.g., Builder's Risk, Installation Floater) to protect itself and the Ohio Historical Society from loss incurred by fire, lightning, extended coverage hazards, vandalism, malicious mischief, and other casualties in the full amount of the Contract and such insurance shall cover all labor and materials connected with the work, including materials delivered to the site and not yet installed in the project. The insurance shall specifically name coverage for loss incurred due to theft. Prior to commencement of any work under this Contract, for each type of insurance coverage under this Section 5.5.1, the Contractor shall furnish to the Owner one (1) original evidence of coverage signed by an authorized representative of the insurer.

§ 5.6 (NOT USED)

§ 5.7 INDEMNIFICATION AND SUBROGATION

§ 5.7.1 The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall indemnify and hold the Ohio Historical Society, its volunteers, employees, and officers free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or subcontractors.

§ 5.7.2 The Contractor shall provide and shall require its Subcontractors to provide insurance under § 5.4 Contractor's Liability Insurance and § 5.5 Contractor's Property Insurance naming the Ohio Historical Society as an additional insured.

§ 5.7.3 The Owner, Contractor, and its subcontractors understand and agree, by entering into this Agreement, to waive subrogation.

§ 5.8 BONDS

§ 5.8.1 The Contractor shall maintain the Contract Bond submitted with the Contractor's Bid and accepted by the Owner.

§ 5.8.2 In the situation in which the Contractor submitted certified funds as its Bid Bond with its Bid, the Contractor shall acquire and maintain a Contract Bond acceptable to the Owner as a condition precedent to the execution of this Agreement.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 Intent

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.

§ 6.4 Ownership and Use of Architect’s Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner’s Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 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 seven 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, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 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.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

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.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 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.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.6.2 This project is exempt from Ohio sales and use tax. Prior to making the initial purchase under this Contract, the Contractor shall request and receive from the Owner a valid "State of Ohio Department of Taxation Sales and Use Tax Blanket Exemption Certificate," and shall use the Owner's exemption number when purchasing project-relevant goods and materials.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Owner shall obtain and pay for the Certificate of Plan Approval issued by the Ohio Department of Commerce, Division of Industrial Compliance.

§ 8.7.2 The Contractor shall schedule and coordinate all life safety inspections required by the State of Ohio Fire Marshal's Office as necessary.

- .1 The Owner shall pay the associated initial inspection fees.
- .2 The Contractor shall pay for all associated governmental re-inspection fees.

§ 8.7.3 The Contractor shall obtain and pay for all other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the work.

§ 8.7.4 The Contractor shall schedule and coordinate all inspections required by applicable authorities.

§ 8.7.5 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. 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 full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials and timely and fully demobilize from the project site.

§ 8.12 Indemnification

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.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 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.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME AND LIQUIDATED DAMAGES

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work 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, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

§ 11.4 If the Contractor is delayed at any time in progress of the Work 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, the Contract Time shall be subject to equitable adjustment.

§ 11.5 The Contractor shall prosecute the Work regularly and diligently at a rate of progress that ensures the issuance of a Certificate of Substantial Completion and a Certificate of Final Completion on or before the approved dates as provided in §2.1 and §2.3.

§ 11.6 The Owner will suffer financial loss if the Work is not timely completed. Time is of the essence for completion of the Work. Contractor and its surety shall be liable for and pay the Owner liquidated damages for each day its work exceeds the approved dates for Substantial Completion and Final Completion. Liquidated damages may be deducted by the Owner from any payment due or to become due to the Contractor. The rate of liquidated damages shall be as indicated in the Supplementary Conditions.

§ 11.6.1 It is agreed that the rate of liquidated damages indicated in the Supplementary Conditions is reasonable and that the damages the Owner would sustain are difficult to determine. The foregoing provisions for liquidated damages, shall in no way act as a waiver of the Owner's rights to any other remedy of law, in equity or under the Contract Documents.

§ 11.7 The items listed in the Architect's Certificate of Substantial Completion to be completed or corrected, if any, shall be corrected and completed by the Contractor on or before the approved date of Final Completion.

§ 11.8 Wherever provisions of any Section of the Contract Documents conflict with agreements or regulations in force among members of trade associations, unions, or councils which regulate or distinguish what work shall or shall not be included in the construction activity of any particular trade, the Contractor shall make necessary arrangements to reconcile such conflict without delay, recourse, damage, or cost to the Owner or Architect.

§ 11.9 In case the progress of the Work is affected by undue delay in furnishing or installing items of material or equipment required under the Contract Documents because of a conflict involving labor union agreement or regulation, the Architect may require that other material or equipment of equal kind or quality be provided at no additional cost to the Owner.

§ 11.10 Contractor's written claims for extension of time shall be submitted within 10 days of the issues or circumstances that caused or will cause the Contractor's written claim. Such claims shall be accompanied by detailed dates, correspondence, notices, and other data which provides proof of the events which are the basis for the claim.

§ 11.11 Delays due to tardy shop drawing submittal, tardy material ordering, or shipment, or other delays caused by a supplier of a Subcontractor of the Contractor shall not be deemed valid causes for extension of time, as the scheduling and control of suppliers and Subcontractors is a part of the Contractor's responsibility.

§ 11.12 Time extensions will be granted for legitimate cause on an individual basis. Extensions of time when granted will be by written Change Order, which shall be the only valid form. Where a change in the Work is ordered by written Change Order, the agreed-upon extension of time required because of the change in the Work shall be a part of the Change Order. Permitting the Contractor to continue and finish the Work after the dates to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Owner of its rights under the contract.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 The Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. 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 stored, and

protected from damage, off the site at a location agreed upon in writing.

.1 Application and Submittal Period. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The Owner will accept an application on the last three (3) work days of the period covered by an Application for Payment and on the first work day of the month following the period covered by an Application for Payment. The Owner will accept and process applications submitted later, however, payment will be delayed as provided below.

.2 Application Form. An application for payment shall be provided in a form mutually accepted by both parties which shall include and is not limited to the following information. *G702-Application and Certification for Payment* published by the American Institute of Architect and *Form F140-01 Contractor Payment Request* published by the State Architect's Office of Ohio are acceptable forms.

- i. the project name and OHS project number
- ii. the start and end dates of the period covered by the application
- iii. original contract amount; the amount of each change authorized by the Owner to date; the contract amount to date;
- vi. a schedule of values in sufficient detail to identify the cost of materials and labor for the various types and major components of the work;
- vii. a percentage of completion for each line item in the schedule of values;
- viii. an area for retainage and an area for Liquidated Damages.
- ix. Contractor's certification that to its knowledge the information on the application is true and accurate;
- x. Architect's certification that based on its on-site observations, knowledge, information, and beliefs the information on the application is true and accurate; and,
- xi. approval and signature block for the Owner.

.3 Progress Review. The Contractor shall establish a schedule with the Architect payment application review meetings that allow sufficient time for the Contractor and Architect to process an application for payment and have it delivered to the Owner to meet the schedule established in §4.1.1. Prior to the end of each period, the Parties shall review a draft of the Application and make adjustments as deemed appropriate. The Contractor shall make the agreed adjustments and submit the adjusted application, including certification to the Architect for its review and certification and subsequent forwarding to the Owner. On each Application for Payment, the Contractor shall show the percentage of completion for each line item in the schedule of values as of the end of the period covered by the Application for Payment.

.4 Amount of Progress Payment. The amount of the progress payment shall be the percentage of the completion of the work at the end of the period times the contract price less ten percent for retainage and less the amounts paid for prior progress payments.

.5 Payment – for requested payments of less than \$10,000.00. the Application Period in proper form and certified by the Architect for payment, the Owner shall make payment of undisputed amounts within 30 days of the first work day of the month following the period covered by the application and for an application submitted after the Application Period, the Owner shall make payment of undisputed amounts within 60 days of the first work day of the month following the period covered by the application.

.6 Payment – for requested payments of \$10,000.00 and more. Provided an application is submitted within the Application Period in proper form and certified by the Architect for payment, the Owner shall make payment of undisputed amounts within 60 days of the first day of the month following the period covered by the application and for an application submitted after the Application Period, the Owner shall make payment of undisputed amounts within 90 days of the first work day of the month following the period covered by the application.

§ 12.2.3 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, however, such transfer of title shall not reduce the Contractor's and surety(ies) obligations for such Work until the Work achieves Final Completion. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be

free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

After receipt of the Contractor's Application for Payment, the Architect will timely 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.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in article 12.2.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 A condition of determining a Substantial Completion shall be the Contractor's correction of all punch list items on the Architect's punch list and the Contractor's total demobilization from the physical site. Preparation of project closeout requirements shall occur at a location of the Contractor's choosing, other than the project site, in the period, if any, between Substantial Completion and Final Completion.

§ 12.5.2 When the Contractor notifies the Architect that the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, 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.

.1 Items remaining on the punch list shall be addressed in accordance with §11.7.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of all project closeout submittals as required by the Contract Documents (e.g., Operating & Maintenance Manuals, as-built documents, permits, warranties) and the final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract and the Contractor's final certified Application for Payment in proper form.

§ 12.6.3 Upon receipt of a final Certificate of Application for Payment in proper form, the Owner shall timely review and approve payment of undisputed amounts. Owner shall make final payment only after the Contractor has fully performed the Contract, except its obligation to timely and properly provide Warranty Work. The Owner's approval and final outstanding balance of the Contract Sum, as provided herein, shall constitute Final Completion.

§ 12.6.4 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.

§ 12.6.5 Acceptance of final payment does not relieve the Contractor, subcontractor, or material supplier from their respective responsibilities to honor all warranties and guarantees.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents promptly and timely after receiving notice of such work.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the State of Ohio.

§ 15.4 CLAIMS AND DISPUTES

§ 15.4.1 Claims, disputes and other matters in question arising out of or relating to this contract, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. Such matters, except those related to aesthetic effect and those waived as provided by this Contract, shall, after initial decision by

§15.4.2 Any legal action arising out of or related to this contract shall be brought in the Common Pleas Court of Franklin County, Ohio, unless the amount in dispute is less than \$15,000.00, in which case, the action shall be brought in the Franklin County Municipal Court located in Franklin County, Ohio.

§ 15.4.3 In any legal action arising out of or related to this contract, each of the parties agrees to waive the right to trial by jury.

§15.4.4 In any legal action arising out of or related to this contract either party may demand that the matter be submitted to mediation in which case the matter shall be mediated by a mediator agreed upon by the parties, and in the event the parties can not agree upon a mediator, by a mediator appointed by the judge to whom the case is assigned. Mediation shall be initiated by the serving of a demand for mediation on the other party with the proposed name of a mediator.

Within seven days after receipt of such demand, the party receiving the demand shall notify the party serving the

demand whether it agrees to the mediator proposed, and if not, the name of a mediator proposed by such party. The party making it the demand for mediation shall notify the other party within seven days whether the party making the demand agrees to the proposed mediator. If the parties do not agree upon a mediator, either party may request the Court to appoint a mediator who may be a magistrate of such Court. If a demand for mediation is made all discovery proceedings in the legal action shall be stayed and no motions shall be filed until the mediation is completed. The time and place of the mediation conference shall be set by the mediator. No statements made by a party during the mediation shall be used in evidence at the trial of the action. The expense of the mediator, if any, shall be divided equally between the parties.

§ 15.5 CLAIMS FOR CONSEQUENTIAL DAMAGES

§ 15.5.1 The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to the 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, for loss of profit except anticipated profit arising directly from the Work, and for any amount which the Contractor is required to reimburse the surety by reason of expenses incurred by the surety related to correction or completion of the Work.

§ 15.5.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 16. Nothing contained in this Section shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

§ 16.1.1 If the Architect fails to certify payment as provided in §12.3 through no fault of the Contractor, or if the Owner fails to make payment as provided in §12.4.1, the Contractor may, upon seven additional days written notice to the Owner and the Architect, terminate the Contract in which case the Contractor shall be entitled to be paid for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery ordered in reliance upon the contract, and for reasonable overhead and profit on the remainder of the Work that was not completed.

§ 16.1.2 Owner payment of undisputed amounts to the Contractor within seven (7) additional days shall render null and void the Contractor's right to terminate the Contract as provided in §16.1.1 and the Contractor shall continue to faithfully and diligently execute the Work under this Contract and shall not be entitled to additional payment for claims of loss with respect to materials, equipment, tools, and construction equipment and machinery ordered nor for additional overhead and profit.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 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 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, 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

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. 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.

§ 16.4 Under no circumstances shall the Owner be liable to the Contractor and the Contractor's Surety, if the Surety takes over the Contract, for more than the contract price.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

« »

OWNER *(Signature)*

«Lox A. Logan, Executive Director
Ohio History Connection
800 E. 17th Avenue
Columbus, OH 43211 »« »

(Printed name and title)

« »

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

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SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. These Supplementary Conditions are a part of and are attached to the Contract Documents as provided in the American Institute of Architects (AIA) Document *A105-2017 Standard Form of Agreement Between Owner and Contractor for a Small or Commercial Project* for this project.
- B. These Supplementary Conditions modify the AIA document(s) as originally published by the AIA and listed above for this project.

PART 2 – CONTRACT MODIFICATIONS

2.1 REFER TO §2.1 CONTRACT TIME

- A. The Contract Time extends to the Date of Final Completion as provided below.

2.2 REFER TO §2.3 SUBSTANTIAL AND FINAL COMPLETION

- A. The Date of Commencement shall be no more than 14 days following filing of Notice to Proceed, on January 1, 2025.
- B. Substantial Completion shall occur no more than 30 calendar days following Date of Commencement and shall be no later than February 15, 2025.
- C. Final Completion shall occur no more than 45 days following Date of Commencement.

2.3 REFER TO §10.1 CHANGES IN THE WORK

- A. § 10.1.1 The limit for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
 - 1. For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
 - 2. For the Contractor, for Work performed by the Contractor's Subcontractor, maximum of five percent (5%) of the amount due between Prime Contractor and Subcontractor. For the Subcontractor, for Work performed by the Subcontractor's own forces, ten percent (10%) of the cost.
 - 3. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
 - 4. In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and material shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

5. Overhead and profit shall include, but not be limited to, the following:
 - a. home office expense;
 - b. field office expense;
 - c. supervision;
 - d. project management & estimation; and
 - e. small tools & equipment

2.4 REFER TO §11.5 RATES OF LIQUIDATED DAMAGES

- A. The following rates for Liquidated Damages apply to this Contract:
 1. Substantial Completion date exceeded: \$750.00/ day.
 2. Final Completion date exceeded: \$750.00/ day.

PART 3 – PLANS AND SPECIFICATION MODIFICATIONS

- 3.1 A. Not applicable

END OF SECTION

SECTION 00 73 46 – PREVAILING WAGE DETERMINATION AND RATES

OHC Project No. CP2308
Serpent Mound
Museum Improvements

PART 1 – GENERAL

1.1 SUMMARY

- A. The Prevailing Rates of Wages and required forms may be accessed through the Ohio Department of Commerce website:

<https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/bid-packet-preparation>

- B. The following wage rate information shall be furnished to the prevailing wage coordinator as designated by the owner.
 - 1. Every contractor and/or subcontractor as soon as he begins work under this contract shall furnish to the prevailing wage coordinator, a schedule of dates during the life of the contract for which he will pay wage to employees of the project. He shall also deliver to the prevailing wage coordinator monthly two (2) certified copies of his payroll for the project.
 - 2. Each report (monthly) shall state the period covered and exhibit for each employee paid on the project, his name, current address, social security number, number of hours worked each day on the project during the reporting period, the total hours each week on the project as well as the total work on other projects, his hourly rate, his job classification, fringe payment, all deductions from his wages and net pay.
 - 3. Each report shall also have certification executed by the contractor, subcontractor, or duly appointed agent thereof. It shall recite that the payroll is correct and complete and that the rates shown are not less than those required by the contract. It shall also state the name of the union or plan to whom the withheld or unpaid fringes are to be paid. The first report shall also list each fringe and state if it is paid as cash to the employee or to named plan.
 - 4. Upon final completion and prior to final payment, the contractor shall execute, deliver, and require its subcontractors to execute and deliver to the prevailing wage coordinator an affidavit stating that the contractor/subcontractor has fully complied with Section 4115.03 to 4115.16 Ohio Revised Code. The contract sum will not be increased because of increases in the prevailing wages or wage rates.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

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SECTION 01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Use of premises.
 - 4. Owner's occupancy requirements.
 - 5. Work restrictions.
 - 6. Specification formats and conventions.
 - 7. Miscellaneous Provisions.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Serpent Mound
 - 1. Project Location: 3850 OH-73, Peebles OH 45660
- B. Owner: Ohio History Connection, 800 E. 17th Avenue, Columbus, OH 43211
- C. Architect of Record: Beth McFarlane, Ohio History Connection, 800 E. 17th Avenue Columbus, OH 43211
- D. The Work consists of the following:
 - 1. Remove attic stair and install insulated access door with ladder.
 - 2. Install floor access door to basement.
 - 3. Reroute HVAC duct.
 - 4. Remove fuel oil tank from basement.
 - 5. Repair floor and structure in office area.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to areas indicated.
 - 2. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public starting March 1, 2024.
 - 3. Driveways and Entrances: Keep driveways, 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.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site existing buildings on the property full time, starting March 1, 2024. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day 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 Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial 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 before Owner occupancy.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 3. Before partial 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 building.
 - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.
 - 1. Weekend Hours: As allowed by authorities having jurisdiction.
 - 2. Early Morning Hours: As allowed by authorities having jurisdiction

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.

- B. 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. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. 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.

1.9 MISCELLANEOUS PROVISIONS

- A. Permits:

1. A Building Permit will be obtained and paid for by Owner through the Architect. Final permit may be contingent upon submission of some contractor submittals.
- B. All other permits, fees, licenses and inspections are to be obtained and paid for by contractor performing the work.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

SECTION 01 23 00 ALTERNATES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, Form of Agreement between Owner and Contractor, and Supplemental General Conditions in their entirety are a part of this section.

1.2 DESCRIPTION

- A. An Alternate is a potential change of any kind in the project and stated on the Proposal Form that may be added to or deducted from the Base Bid amount, at the Owner's sole discretion.
- B. When accepted, an Alternate shall be a part of the Contract.
- C. When accepted, the Contractor shall provide all elements of an Alternate (e.g., labor, materials, overhead, profit, products, materials, equipment, systems, installation) described in the Contract Documents and as necessary for a complete installation.
 - 1. The cost or credit for each Alternate is the net addition or deduction from the Contract Sum to incorporate the alternate into the Work. No other adjustments are made to the Contract Sum.
- D. An Alternate price shall include all elements and costs to provide the Alternate as allowed by the Contract.
- E. An Alternate may be incorporated into the Project at the same price indicated in the Contractor's Bid for 90 days after the Contract date. An Alternate may be accepted after 90 days after the Contract date and may be subject to negotiation.

1.3 PROCEDURES

- A. Coordinate, modify or adjust affected adjacent work as necessary due to incorporating an Alternate any work affected by any accepted Alternate.
- B. Fully integrate and complete any accepted Alternate(s) into the Project.
- C. Notification: Immediately following award of the Contract, Contractor shall notify each party involved, in writing, of the status of each Alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration.
- D. Execute accepted Alternates under the same Contract requirements as other work of the Contract.
- E. Incorporate accepted Alternates into the project schedule and project planning in a

manner that causes no delay to other trades or to the timely completion of the Project.

1.4 SCHEDULE OF ALTERNATES

- A. ALTERNATE NO. 1 – GIFTSHOP CASEWORK
Description: Bidder shall state the amount to be ADDED TO the Base Bid to provide for the Gift Shop Casework.

- B. ALTERNATE NO. 2 – LIGHTING AND ELECTRICAL UPGRADES
Description: Bidder shall state the amount to be ADDED TO the Base Bid to provide replacement lighting, switch upgrades, and outlets as shown.

- C. ALTERNATE NO. 3 – RELOCATE ELECTRICAL PANEL
Description: Bidder shall state the amount to be ADDED TO the Base Bid to relocate electric panel in basement.

- D. ALTERNATE NO. 4 – REFINISH EXHIBIT AREA CEILING
Description: Bidder shall state the amount to be ADDED TO the Base Bid to refinish exhibit area ceiling.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

SECTION 01 26 00 CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. For a project that include one or more Allowances, Division 01, Section 01 21 00 - Allowances shall apply.

1.2 MINOR CHANGES IN THE WORK

- C. The Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions", or other form acceptable to the Owner.

1.2 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 or Specifications or both
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within the time specified in Proposal Request, submit a Proposal indicating any applicable adjustment to the Contract Sum or Contract Time or both, 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 unforeseen conditions require modifications to the Contract, Contractor may propose changes 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.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests or other form acceptable to the Architect.

1.3 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal, the Architect will sign and issue a Change Order for Owner and Contractor signatures.

1.4 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: The Architect may issue a Construction Work Change Directive on AIA Document G714 —Construction Change Directive, or other form acceptable to the Owner, which instructs the Contractor to proceed with a change or changes in the Work, for subsequent inclusion in a Change Order.
 - 1. A Construction Change Directive provides a description of a change or changes in the Work and designates the method to determine any change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis for the work required by the Construction Change Directive.
 - 1. After completion of the change or changes, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

SECTION 01 31 19 PROJECT MEETINGS

PART 1 - GENERAL

1.1 INITIAL JOB MEETING

- A. The Contractor will notify all parties concerned of the time and place of the initial job meeting.
- B. The meeting will be conducted by the Owner's Representative. In order to ensure an orderly procedure, an agenda for the meeting will be developed using the following format:
 - 1. Review of Previous Minutes
 - 2. Safety Issues
 - 3. Schedule Status
 - 4. Field Work Orders, Change Orders, Construction Directives, and Requests for Information
 - 5. Pay Request
 - 6. Work Progress Since Last Meeting
 - 7. Work Proposed for Next Week
 - 8. Report from Subcontractors
 - 9. Interferences and Conflicts
 - 10. New Business
 - 11. Next Meeting date, time, location
- C. The Architect will prepare and distribute the Meeting Minutes within seven (7) days of the meeting.

1.2 WEEKLY JOB MEETINGS

- A. Unless otherwise directed, job meetings will be held every week and place agreed upon by the Project Architect and the Contractor. Other interested parties may attend when needed, e.g., subcontractors, representatives from suppliers, and consultants.
- B. The meetings will be conducted by the Contractor for the following purposes:
 - 1. Review job progress, quality of Work, and approval and delivery of materials.
 - 2. Identify and resolve problems which impede planned progress.
 - 3. Coordinate the efforts of all concerned so that the project progresses on schedule to on time completion.
 - 4. Maintain a sound working relationship between the Contractor and the Project Architect and a mutual understanding of the project requirements.
 - 5. Maintain sound working procedures.

1.3 PRE-INSTALLATION MEETINGS

- A. Pre-installation meetings will be held to review the specifications, drawings and approved submittals in preparation for start of a particular activity.

1.4 ATTENDANCE

- A. The Contractor or his Representative shall be required to attend all meetings scheduled.
- B. The Contractor's representative shall be a competent supervisor familiar with the work and have authority to act for the Contractor.
- C. If the Contractor's representative fails to attend 2 scheduled meetings without prior approval, the Contractor will be directed to replace the current Contractor's representative. Further incidents of non-attendance by the Contractor's representative, will form the basis for review of the Contractor's responsible bidder status.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION 01 31 19

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of this Work.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. After award and before date of Commencement, coordinate with the Architect to mutually agree on the submittal schedule and review periods.
 - 2. If an intermediate submittal is necessary, process the same as the initial submittal.
 - 3. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on label or title block.
 - 1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - 2. Include the following information on the label for processing and recording action taken:
 - a. Project name
 - b. Date
 - c. Name and address of the Architect
 - d. Name and address of the Contractor
 - e. Name of the manufacturer (if applicable)
 - f. Number and title of appropriate Specification Section
 - g. Drawing number and detail references, as appropriate

- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will accept submittals only from the Contractor.
 - 1. On the transmittal record relevant information and requested data.
 - 2. On the form or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor’s certification that information complies with Contract Document requirements.

1.4 CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: After award and before date of Commencement, prepare and submit a horizontal bar-chart construction schedule based on critical path logic and indicating weekly or daily activities on a time scale.
- B. Phasing: As appropriate for the project, on the schedule, show how requirements for phased Work by separate Subcontractors and third party Contractors and will affect the sequence of Work.
- C. Work Stages: Indicate important stages of construction for each major portion of the work, including submittal review, testing, and installation, mobilization, demobilization, and major segments of construction.
- D. Area Separation: Provide a separate time bar to identify each major construction area for each portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Cost Correlation: For projects over \$200,000 construction value, at the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.
 - 1. Refer to Division 1 Section “Application for Payment” for cost reporting and payment procedures.
- F. Distribution: Upon Architect’s approval of the Construction Schedule, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office. For projects with no project meeting room or temporary field office, have copies available at the project site at all times.
- G. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1. When revisions are made, distribute 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 construction activities.

1.5 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor’s Construction Schedule, prepare a complete schedule of submittals. Submit the Schedule within 10 days of the date required for submittal of the Contractor’s Construction Schedule.
 1. Coordinate Submittal Schedule with the list of subcontractors, Schedule of Values, and the list of products as well as the Contractor’s Construction Schedule.
 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Scheduled date for the first submittal
 - b. Related Section numbers
 - c. Submittal category (shop Drawings, Product Data, or Samples)
 - d. Name of the subcontractor
 - e. Description of the part of the Work covered
 - f. Scheduled date for resubmittal
 - g. Scheduled date for the Architect’s final release or approval
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
 1. When revisions are made, distribute to the same parties and post in the same location. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.6 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND O & M MANUAL

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviation from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 1. Dimensions
 2. Identification of products and materials included by sheet and detail number
 3. Compliance with specified standards

4. Notation of coordination requirements
- C. Product Data includes printed information, such as manufacturer’s installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate applicable information. Include the following information:
 - a. Manufacturer’s printed recommendation
 - b. Compliance with trade association standard
 - c. Compliance with recognized testing agency standard
 - d. Application of testing agency labels and seals
 - e. Notation of dimensions verified by field measurement
 - f. Notation of coordination requirements
- D. Submit Samples in size as indicated in corresponding Specification Section. Samples include whole or partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern, cured and finished as specified, and physically identical with the material or product specified.
1. Prepare Samples to match the Architect’s sample. Include the following information:
 - a. Specification Section number and reference
 - b. Generic description of the Sample
 - c. Sample source
 - d. Product name or name of the manufacturer
 - e. Compliance with recognized standards
 - f. Availability and delivery time
 2. Provide minimum of two (2) samples for each item indicating sample submission unless otherwise indicated.
 3. Electronic submissions of color charts for color selection/verification will not be accepted.
- E. O & M Manual Information to include operating and maintenance requirements and suggested spare parts recommended by the manufacturer.
- F. Do not use Shop Drawings and Product Data without an appropriate final stamp indicating action taken.

1.7 FIELD MEASUREMENTS

- A. Verify all conditions, which may effect the execution of the Work.

- B. Report any major discrepancies between the estimated and actual amount of damage to the structural elements after removal of the existing roofing. Values in excess of twenty (20) percent above or under assumed or expected amounts shall be considered major.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

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SECTION 01 43 00 QUALITY ASSURANCE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 QUALITY ASSURANCE

- A. General Contractor Qualifications: Work shall be performed by a contractor having not less than five (5) years satisfactory experience on comparable projects including four (4) or more projects of similar scope that have been completed in the last four (4) years. These projects must include historic restorations on National Historic Landmark properties.
- B. Refer to individual specification sections for additional Contractor Qualifications and submittal requirements specific to the scope of work described.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

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SECTION 01 50 00 TEMPORARY FACILITIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security, and protection.
- B. Specific locations to be used for temporary offices, parking, sanitary facilities, and Contractors' lay down areas shall be designated by the Owner.
- C. The Owner will review and have final approval on locations and routing of temporary services.
- D. Maintain and repair permanent work that is damaged as a result of temporary facilities work.
- E. Place temporary services into operation in an expedient manner so as to avoid any delay in the Work. When using utilities services paid for by the Owner, Contractor is expected to use such services judiciously.
- F. Temporary utilities include, but are not limited to,
 - 1. Water service and distribution: Owner will pay consumption cost.
 - 2. Temporary electric power and lighting: Owner will pay consumption cost.
- G. Temporary construction and support facilities required include, but are not limited to:
 - 1. Temporary enclosures
- H. Security and protection facilities required include, but are not limited to:
 - 1. Temporary fire protection
 - 2. Barricades, warning signs, lights
 - 3. Environmental protection
 - 4. Temporary fencing: Contractor shall provide fencing required for the security of his materials and equipment and fencing needed to protect and prevent public access to areas of his work that may pose safety hazards.

1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to:
 - 1. Building code requirements
 - 2. Health and safety regulations

3. Utility company regulations
4. Police and Fire department rules
5. Environmental protection regulations

B. Inspections: Arrange for Authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certification permit.

1.4 FIELD MEASUREMENTS

A. Verify all conditions which may effect the execution of the Work.

1.5 TEMPORARY UTILITIES

A. Temporary Electricity:

1. Coordinate use of existing electric service with owner.
2. Cost: By Owner; connect to Owner's existing power service. Do not disrupt Owner's use of service. Owner will pay cost of energy used. Exercise measures to conserve energy.
3. Provide temporary electric feeder from existing building electrical services as required.
4. Complement existing power services capacity and characteristics as required.
5. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.

B. Temporary Lighting for Construction Purposes:

1. Provide and maintain lighting as necessary for construction operations.

C. Temporary Ventilation:

1. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gasses.

D. Telephone and Internet Services:

1. Contractor shall provide own Telephone and Internet services.

E. Temporary Water Service:

1. Coordinate use of existing water source with owner.
2. Owner will pay cost of water used. Exercise measures to conserve water.

1.5 TEMPORARY FACILITIES

A. Temporary Sanitary Facilities:

1. Contractor to provide temporary facilities during construction operations, for contractors' use, in a location to be agreed with Owner.

B. Protection of Installed and Existing Work:

1. Protect installed and existing work and provide special protection where specified in individual specification sections.
2. Provide temporary and removable protection for installed products. Control

- activity in immediate work area to prevent damage.
 - 3. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
 - 4. Protect finished floors, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
 - C. Security:
 - 1. Provide security and facilities to protect work, existing facilities, and Owner’s operations from unauthorized entry, vandalism, or theft.
 - 2. Coordinate with Owner’s security program.
 - D. Progress Cleaning and Waste Removal:
 - 1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 - 2. Remove debris and rubbish from pipe chases, plenums, and other closed or remote spaces, prior to enclosing the space.
 - 3. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
 - 4. Collect and remove waste materials, debris, and rubbish from site daily and dispose off-site.
 - 5. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
 - E. Parking:
 - 1. On-site parking will be provided by the Owner in designated areas.
 - 2. Access to the site is available at all reasonable hours, coordinate with Owner.
 - F. Temporary Storage:
 - 1. Storage of any kind is not permitted inside any existing building or any area not authorized for storage.
 - 2. The contractor is to provide temporary storage trailers suitable for weathertight storage in the area designated for this purpose by the Architect.
 - G. Dumpsters:
 - 1. Coordinate location of any dumpsters with the Owner.
 - H. Scaffolding:
 - 1. Contractor is responsible for providing all scaffolding and obtaining necessary permits, if needed.
- 1.6 REMOVAL OF UTILITIES, FACILITIES, AND CONTROL
- A. Remove temporary utilities, equipment, facilities and materials prior to Substantial Completion inspection.
 - B. Clean and repair damage caused by installation or use of temporary work.

- C. Restore existing and permanent facilities used during construction to original condition.
Restore permanent facilities used during construction to specified condition.

1.7 COVID -19 CONSTRUCTION SAFETY PROCEDURES

- A. All Contractors are required to develop programs that contain feasible means and methods to protect their employees and Owner’s and Site Partner’s on-site staff from exposure to COVID-19 in the workplace which are compliant with CDC Guidelines as well as Orders and Guidance that are issued by state and local regulatory and health authorities.
- B. The Owner encourages Contractors to familiarize themselves with CDC provided information about COVID-19 by visiting CDC website at: <http://www.cdc.gov/coronavirus/2019-ncov/index.html> and follow Construction Industry Safety Coalition Recommendations attached in its generic form in Appendix 2.
- C. At the minimum, the Owner will require all employees, contractors and potential visitors to follow the following general safety policies and rules:
 - 1. Any person suspecting to have any of the known COVID-19 symptoms to immediately leave the jobsite.
 - 2. Minimize number of in-person job site meetings and, if possible, maximize use of modern technology, such as telephones, computers, video-conferencing, and similar.
 - 3. Keep at least six (6) feet personal space distance, wherever possible.
 - 4. Stagger breaks and lunches, if practicable, to reduce size of any group to less than ten (10) people.
 - 5. Secure sufficient amount of alcohol-based hand sanitizers and/or wipes when running water is not available.
 - 6. Prevent the use of co-workers’ tools and equipment without use of alcohol-based hand sanitizers and/or wipes between each use.
- D. The Owner shall assist Contractors to assess job site conditions prior to commencement of work. It is recommended the initial assessment is performed no later than during the Pre-Construction Meeting.
 - 1. Evaluate the specific hazards when determining best practices related to COVID-19.
 - 2. Contractors shall clean and sanitize the work areas upon arrival, throughout workday, and immediately before departure.
 - 3. Owner’s employees shall be discouraged to mingle with Contractors who shall keep a personal distance of six (6) feet at a minimum.
 - 4. The number of visitors to the job site shall be limited to only those necessary for the work. No public shall be permitted on the job site.
 - 5. All visitors shall be screened in advance of arriving on the job site. Screening may include the following questions about individual’s current wellness and any acute respiratory illness symptoms such as fever, cough, or shortness of breath; recent

contacts with or exposure to persons who has been confirmed positive for COVID-19, and similar.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION

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SECTION 01 78 00 DOCUMENTATION AND CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section includes administrative and procedural requirements for project closeout such as, and not limited to:
 - 1. Inspection procedures
 - 2. As-built document preparation and submittal
 - 3. Project closeout document submittals
 - 4. Operating and maintenance manual submittals
 - 5. Submittal of warranties & guaranties
 - 6. Final cleaning

- B. Comply with additional closeout requirements, if any, in Divisions 2 through 31.

PART 2 – PRODUCTS

PART 3 – EXECUTION

3.1 PLANNING AND PREPARATION

- A. Construction Schedule: Prior to signing Contract Agreement, submit to the Architect a Contractor’s Project Schedule in sufficient detail to indicate major work activity types, and their start dates and finish date. Include also in the schedule; periods for Mobilization, Shop Drawing Submittals, De-mobilization, Substantial Completion, Closeout Document Submittals, and Final Completion.

- B. Schedule of Values: Within 14 days after receiving the Notice to Proceed, submit to the Architect a draft Schedule of Values on AIA Form G703 – Application for Payment Continuation Sheet, or in other form acceptable to the Architect. Include sufficient detail to allow reasonable evaluation of work in place, the labor required to accomplish the work, and stored materials (both on-site and off-site). Revise the draft until acceptable to the Architect.

- C. Plan Approval Documents: Upon mobilization, secure on site, the set of construction documents bearing the approval stamps and comments affixed by government authorities (“Plan Approval Documents”). Do not use these documents for routine project activities. Append the Plan Approval Documents with copies of approved Change Orders. Make the documents available to the Owner, Architect, and authorized government authorities upon request. Submit the As-built Documents as described in this Section.

- D. As-built Documents: Upon mobilization to the site, secure one set of documents (Drawings, Project Manual, and Shop Drawings when appropriate) clearly marked

“Contractor As-Built Set.” Make the documents available to the Owner and Architect upon request; submit the As-built Documents as described in this Section.

1. Maintain a clean, undamaged set of the Project Manual (including specifications), Drawings, Change Orders, and Shop Drawings.
 2. During the construction period, and as an activity occurs, mark the set using colored pencils to show the actual installation when it varies substantially from the Work as originally shown. Consistently use specific pencil marking colors to distinguish between separate categories of the Work.
 3. Mark new information that was not shown on Contract Drawings or Shop Drawings, but is likely to be important or useful to the Owner, or will be useful to future contractors, architects, and engineers.
 4. Indicate locations of items or concerns that will be concealed from view. For subgrade objects, provide dimensions from permanent, visible objects and indicate the depth below grade.
 5. Mark whichever drawing is most appropriate for showing conditions fully and accurately. When Shop Drawings are used, record a cross reference at corresponding locations on Contract Drawings.
 6. Mark related Change Order numbers and Architect’s field directives where applicable.
- E. Within 30 days of the Commencement Date, submit a draft of the Operating and Maintenance Manual(s) for the Architect’s review and approval as further described in the Section.

3.2 PRIOR TO REQUESTING SUBSTANTIAL COMPLETION INSPECTION

- A. As applicable for the project, compile and begin assembly of Project Record Information, such as Operating and Maintenance Manuals, final project photographs, as-built Project Manual, Drawings, and Shop Drawings, warranties, certifications, government approved construction documents, damage or settlement survey, property survey, and similar final record information.
- B. Advise insurance and bond companies of project status.
- C. Submit written notice to the Owner of pending insurance change-over dates and related requirements.
- D. Ensure availability of specific warranties, maintenance agreements, final certifications, and similar documents.
- E. Complete start-up testing of devices and systems.

- F. Instruct Owner's personnel in the operation of all devices and systems.
- G. Submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- H. Initiate demobilization from the site.

3.3 AFTER REQUESTING SUBSTANTIAL COMPLETION INSPECTION AND BEFORE THE INSPECTION DATE

- A. Remove temporary facilities from the site, as well as construction tools, mock-ups, and similar elements.
- B. Working with the Owner's Safety and Security Department, make final change-over of permanent locks and deliver keys to the Owner's Safety and Security Department.
- C. Complete final clean-up requirements, including touch-up painting and site cleaning. Touch-up and otherwise repair and restore finishes damaged during the Contract Period.
- D. Change billing of utilities from Contractor to the permanent user, as needed.
- E. Complete demobilization from the project site, including and not limited to:
 - 1. Remove tools and unused equipment and supplies.
 - 2. Remove and legally dispose of all trash, debris, and all temporary project signage.
 - 3. Remove temporary facilities and associated utilities.

3.4 AFTER SUBSTANTIAL COMPLETION AND BEFORE FINAL COMPLETION:

- A. Request Consent of Surety to Final Payment
- B. Deliver as-built documents and Operation and Maintenance Manuals to the Owner's Project Manager, unless instructed otherwise by the Owner's Project Manager.
- C. Deliver tools, spare parts, extra stock, and similar items.
- D. Submit Consent of Surety to Final Payment and release of liens.
- E. Submit a final liquidated damages settlement statement, if applicable.
- F. Submit final Application for Payment. Indicate percentages complete for all items. When 100 percent completion can not be shown, include a list of incomplete items, the value of incomplete construction, reasons the Work is not complete, and the anticipated date of completion.

3.5 OPERATING AND MAINTENANCE MANUALS

- A. Include the following types of information in each manual, in generally the order listed:
1. Table of Contents
 2. Emergency instructions
 3. Spare parts list
 4. Copies of warranties
 5. Manufacturer name w/ contact info.
 6. Installation company w/ contact info.
 7. Operation Instructions
 8. Maintenance Instructions
 9. Maintenance Schedules
 10. Maintenance Inspection Procedures
 11. Inspection Procedures
 12. Wiring diagrams
 13. Recommended “turnaround” cycles
 14. Shop Drawings and Product Data (including MSDS sheets)
 15. Fixture lamping schedule
 16. Filter replacement schedule
- B. Submit a draft of the Operating and Maintenance Manual(s) for the Architect’s review and approval.
1. Submit draft in hard-back 3-ring binder, identical to the proposed final binder, Binder to have clear vinyl insert sleeves on the front and the spine for inserting identification.
 - a. On cover insert, neatly printed or typewritten, the OHC Project Number and Name, Contractor name, address, and contact information, Commencement Date and Substantial Completion Date.
 - b. On spine insert, neatly printed or typewritten, include the OHC Project Number and Name, Commencement Date and Substantial Completion Date.
- C. Table of Contents, arranged to match applicable CSI specification section numbering or other appropriate arrangement for consideration.
- D. Provide multiple volumes when necessary to contain the information with no over filling of a binder. Clearly identify each volume as one volume of a set of several volumes, i.e., “Vol. 1 of 3, Vol. 2 of 3,” etc. on the front cover, the spine, and the Table of Contents.
- E. When the use of multiple volumes is appropriate or required, indicate such in the Table of Contents and provide the Table of Contents in each volume.
- F. Provide tabbed divider sheets with typewritten or neatly handwritten descriptions on the tabs.

- G. Revise and re-submit the draft as necessary to obtain the Architect's approval.
- H. Submit specific warranties, maintenance agreements, final certifications, and similar documents.

3.6 OPERATING AND MAINTENANCE INSTRUCTIONS AND TRAINING

- A. The installer of a device or piece of equipment that requires human operation or maintenance shall meet with the Owner's personnel and instruct them in the proper operation and maintenance of the devices and equipment.
- B. If installers are not experienced in operating and maintenance procedures, provide instruction by manufacturer's representatives that do have such experience.
- C. Provide a detailed review of the following items:
 - 1. Maintenance manuals
 - 2. Record documents
 - 3. Spare parts and materials
 - 4. Tools
 - 5. Lubricants
 - 6. Fuels
 - 7. Identification systems
 - 8. Control sequences
 - 9. Hazards / Safety Recommendations
 - 10. Cleaning
 - 11. Warranties and bonds
 - 12. Maintenance agreements and similar commitments
 - 13. Other information as appropriate.
- D. As part of instruction for operating equipment, demonstrate the following procedures:
 - 1. Start-up
 - 2. Shutdown
 - 3. Emergency operations
 - 4. Noise and vibration adjustments
 - 5. Safety procedures
 - 6. Economy and efficiency adjustments
 - 7. Effective energy utilization
- E. Warranty Period: Promptly assist and advise Owner's maintenance personnel to debug equipment. Promptly correct deficiencies during the warranty.

3.7 FINAL CLEANING

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning.

- B. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
 - 1. Remove labels that are not permanent labels.
 - 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable or are vision-obscuring materials. Replace chipped or broken glass and repair or replace damaged materials.
 - 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete broom clean. Vacuum carpeted surfaces.
 - 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances.
 - 5. Clean plumbing fixtures to a sanitary condition.
 - 6. Clean light fixtures and lamps.
 - 7. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- D. Remove temporary protection facilities installed for protection of the Work during construction.
- E. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
- F. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property.
- G. Do not discharge volatile, harmful, or dangerous materials into drainage systems.
- H. Unless otherwise directed by Owner, remove waste materials from the site and dispose of legally.

END OF SECTION

SECTION 02 41 19 SELECTIVE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specification. Sections in their entirety apply to this Section.

1.2 SUMMARY

- A. Related work specified elsewhere:
 - 1. Division 1, Section 01 11 00 Summary of Work
 - 2. Division 1, Section 01 33 00 Submittal Procedures
 - 3. Division 1, Section 01 50 00 Temporary Facilities
- B. Description of Work:
 - 1. Furnish all labor, materials, equipment, and services necessary to execute all Demolition Work as shown in the Contract Documents, scheduled and specified.

1.3 SITE INSPECTION

- A. Visit the site and become thoroughly familiar with the existing conditions.
- B. Report to the Architect any condition not adequately covered by the Project Manual.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for demolition work, safety of structure, dust control, products requiring electrical disconnection and/or reconnection.
- B. Obtain any required demolition permits from authorities.
- C. Do not close or obstruct egress width to any space or exit-way unless approved in writing.
- D. Do not disable or disrupt building fire or life safety systems without 3 day written notification to the Owner.
- E. Conform to regulatory procedures applicable when hazardous or contaminated materials are discovered.

1.5 SEQUENCING

- A. Sequence demolition work in the reverse order of normal construction procedures.
- 1.6 SCHEDULING
- A. Schedule work under the provisions of Section 01 33 00.
 - B. Schedule work to coincide with other construction.
 - C. Perform noisy, odor-producing, or dusty work when such activities will not disrupt normal museum activities; coordinate at discretion and approval of Owner.
- 1.7 PROJECT CONDITIONS
- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
 - B. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.
 - C. Maintain protected egress and access to the Work.

PART 2 – NOT USED

PART 3 – EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers at locations indicated or required.
- B. Install covers as necessary to insure weather-tightness of roof at the conclusion of each day's activities.
- C. Erect and maintain weatherproof and insulated closures for exterior openings.
- D. Erect and maintain temporary partitions to prevent the spread of dust, odors, and noise to permit continued Owner occupancy.
- E. Provide appropriate temporary signage including signage for exit or building egress.

3.2 DEMOLITION

- A. Prior to beginning the selective demolition work, review with the Architect the building components which are:
 - 1. to be reincorporated into the finished project
 - 2. to be stored as directed by the Architect
 - 3. to become the Contractor's property and be removed from the site.

- B. All demolition work shall be performed in an orderly and professional manner.
- C. Use care not to damage adjoining surfaces and work scheduled to remain. Damages to surfaces scheduled to remain or adjoining work shall be repaired, patched or replaced to the satisfaction of the Architect at the expense of the Contractor that caused the damage.
- D. Control dust to the absolute minimum at all times, inside and outside of the building.
- E. Keep noise to a minimum. The use of pneumatic tools is not permitted.
- F. Remove demolished material from site, except where specifically noted otherwise. The Owner reserves the right to maintain possession of any materials removed from the existing structure.

3.3 CLEAN-UP

- A. Remove materials from the site as work progresses. Maintain area as clean and orderly as possible during the course of work. Clean up completely at the end of each work day.
- B. Upon completion of work leave areas in clean condition.

END OF SECTION

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SECTION 06 10 53 ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related work specified elsewhere:
 - 1. Section 06 20 13 Finish Carpentry
- C. Description of Work:
 - 1. Framing and blocking per drawings.

1.3 SUBMITTALS

- A. Provide manufacturer's standard nail patterns and list of nail sizes required for the Architect's pattern selection.

1.4 PROJECT CONDITIONS

- A. Coordination
 - 1. Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location for furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.

1.5 PRODUCT HANDLING

- A. Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and provide air circulation within stacks.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Plywood:
 - 1. Trademark: Identify each plywood panel with appropriate APA trademark.
 - 2. Concealed performance rated plywood: Where plywood panels will be used for concealed types of applications, provide APA performance rated panels complying with requirements indicated for grade designation span rating, exposure durability classification, edge detail (where applicable) and thickness.
- B. Lumber

1. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, and for moisture content specified for each use.
 2. Provide dressed lumber S4S, unless otherwise indicated.
 3. Provide kiln-dried lumber with 15% maximum moisture content at time of dressing.
- C. Miscellaneous materials:
1. Fasteners and anchorages: Provide size, type of material and finish as indicated and as recommended by applicable standards, complying with applicable Federal specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General
1. Discard material with defects which might impair the quality of work.
 2. Set carpentry work accurately to required levels and lines, with members plumb, true, accurately cut and fit.
 3. Coordinate all work with other trades, provide blocking, nailers, anchors and moisture barriers as may be required.
 4. Particular attention shall be given to the execution of details as shown on the Drawings.

3.2 CLEAN-UP

- A. Keep areas as clean and neat as practical during the course of the work. Clean up completely at the end of each work day.
- B. Remove all debris and rubbish on a daily basis.

END OF SECTION

SECTION 06 20 13 FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specifications Sections in their entirety apply to this Section.
- B. Related work specified elsewhere
 - 1. 09 91 00 Painting

1.2 SUMMARY

- A. Section includes, but is not limited to, new and restoration carpentry consisting of:
 - 1. Replacement of rotted or damaged wood siding and trim
 - 2. Repair of rotted or damaged wood trim.
 - 3. Removal and reinstallation of wood siding and trim

1.3 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Millwork Fabricator Qualifications: A firm specializing in the fabrication of millwork with a satisfactory record of performance on project of comparable size and quality. Fabricator shall be acceptable to Architect.
- C. Installation: Performed only by experience skilled finish carpenters.

1.4 SUBMITTALS

- A. Provide manufacturer's product data for all materials (with particular attention to wood consolidants and fillers).
- B. Qualification Data: For Installer and fabricator
- C. Submit samples of hardwood lumber and paneling, showing species, grade, profile, and cut proposed for the work.
- D. Submit samples of 1x material to be used for replacements.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect finish carpentry and millwork materials during delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver finish carpentry and millwork materials until concrete, masonry and other similar wet work has been completed and is thoroughly dry, outside door openings are permanently watertight, exterior windows are glazed and, in case of temperature dropping below 60°F., until temporary heating and ventilating systems are in operation.
- C. Store materials in dry well-ventilated spaces with constant minimum temperature of 60°F., and maximum relative humidity of 55%.

1.6 JOB CONDITIONS

- A. Conditioning:
Condition architectural woodwork by placing materials in conditioned space at least 5 five days prior to start of installation.
Open sealed packages of architectural woodwork to permit natural adjustment of moisture content and allow architectural woodwork to acclimate to room conditions.
- D. Field Measurements:
Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated. When replacing, scarfing, or patching wood, match existing wood profile and size.

2.2 LUMBER, GENERAL

- A. Miscellaneous Lumber:
 - 1. Provide wood for support or attachment of other work including bucks, nailers, blocking, furring, grounds, stripping and similar members. Provide lumber of sizes shown or specified, worked into shapes shown, and as follows:
 - a. Moisture content: 15% maximum for lumber items not specified to receive wood preservative treatment.
 - b. Grade: Construction grade light framing size lumber, any species as required.
- B. Replacement
 - 1. For existing running trim, windows, doors, thresholds, and other woodwork to be repaired, test and match existing wood in profile and size exactly.

2. Replacement wood shall be salvaged old chestnut. Finish to match existing. Provide samples to architect for approval.

2.3 MISCELLANEOUS MATERIALS

- A. Fasteners and anchorages: Provide size, type of material and finish as indicated and as recommended by manufacturer, applicable standards, complying with applicable Federal specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices.
- B. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content
- C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- B. Discard units of new material with defects which might impair quality of work, and units which are too small to fabricate work with minimum joint arrangement.
- C. Use stainless steel nails, except in areas not exposed to the outside or that will receive finish materials.
- D. Select fasteners of size that will not penetrate members where opposite side will be exposed to view. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.
- E. Install repairs to match existing adjacent work.
- F. Fill gaps, if any, between top of base and wall with sealant, sand smooth, and finish same as wood base if finished.
- G. Install standing and running trim with no more variation from a straight line than 1/8inch in 96 inches.

3.2 CLEAN-UP

- A. Keep areas as neat and clean as possible during the course of the work.
- B. Clean up completely at the end of each work day.

END OF SECTION

SECTION 06 25 30 SLATWALL PANEL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: T-Grooved wood composite 3/4" thick panels, pre-engineered and machined for use with groove inserts and retail display hardware.
 - 1. Attachment System: Direct fastening of slatwall to metal or wood studs, or furring.
 - 2. Panels: High Pressure Laminate adhered to wood fiber substrate and having a balancing backer sheet.
 - 3. Groove Treatment
 - 4. Panel Trim: For use at panels not installed in casework.
- B. Products Not Furnished or Installed under This Section:
 - 1. Display fixtures, hooks or brackets arms.
 - 2. Custom Architectural Wood Casework.
 - 3. Gypsum board backup.

1.2 RELATED SECTIONS

- A. Section 06 10 00 – Rough Carpentry
- B. Section 06 41 00 – Architectural Wood Casework
- C. Section 09 29 00 - Gypsum Wallboard.

1.3 REFERENCES

- A. American Society for Testing and Materials: Standard Specifications (ASTM)
 - 1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. Architectural Woodwork Standards as published by the Architectural Woodwork Institute, the Architectural Woodwork Manufacturers Association of Canada, and the Woodwork Institute.
 - 1. Architectural Woodwork Standards - Edition 1.

1.4 SUBMITTALS

- A. Product Data: Submit sufficient manufacturer's data to indicate compliance with these specifications, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Shop Drawings: Submit elevations of each wall showing location of paneling and trim members with respect to all discontinuities in the wall elevation.
- C. Selection Samples: Submit manufacturer's standard color and pattern selection samples representing manufacturer's full range of available colors and patterns.
 - 1. Provide samples of edge trim as applicable.
 - 2. Provide samples for groove insert selection as applicable.

- D. Samples for Verification: Submit sample for each component and for each exposed finish required, prepared on samples of size indicated below complete with exposed molding and trim samples. Sample to indicate type, finish, and color specified.
 - 1. Laminate and printed finishes: Submit 6” by 10” section of panel for each panel selected indicating the color, texture, and pattern required.
 - a. Submit complete with specified applied finish.
 - b. For selected patterns show complete pattern repeat.
- E. Manufacturers Material Safety Data Sheets (MSDS) for panels and adhesives prior to their delivery to the site.
- F. Maintenance Instructions.

1.5 QUALITY ASSURANCE

- A. Conform to building code requirements for interior finish for smoke and flame spread requirements as tested in accordance with:
 - 1. ASTM E 84 (Method of test for surface burning characteristics of building Materials)
 - 2. Required Rating – Class A.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver panels and associated materials factory packaged on strong pallets and properly packaged or protected.
 - 1. Upon delivery carefully inspect all cartons, packages, pallets and protective wrap for damage or material shortage.
 - 2. Open and inspect suspect packages, cartons or wrapped pallets for damage.
 - 3. Contact shipper immediately to report any damaged or missing materials.
- B. Store products in manufacturer's unopened packaging until ready for installation.
 - 1. Maintain plastic or other protective wrap in place during on site handling until ready for installation.
 - 2. Keep panels clean and do not stack panels after removal of protection.
- C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Wood composite panels are subject to the effects of humidity and temperature. Do not use in kitchens, rest rooms, or other high humidity areas.
- B. Partition walls are to be finished and the building completely closed. Walls shall be thoroughly dry and concrete cured and dry before starting installation.
- C. HVAC system must be operable and installation area must be balanced to normal operating conditions.
- D. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. To ensure product performance, a temperature range of 60°-80°F (16°C-27°C) and a humidity range of 35-55% must be maintained during storage, installation and product life cycle. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 COORDINATION AND SEQUENCING

- A. Except as specified by the architect, it's recommended to locate trim members so that panel lines coordinate with doors, headers, jambs and other discontinuities in a wall.

1.9 WARRANTY

- A. Standard Warranty: All products shall be warranted to be free from defects for a period of 1 year.

PART 2 - PRODUCTS

2.1 PANEL

- A. Panel Configuration: Engineered groove machined into wood composite substrate.
 - 1. Panel thickness – 3/4" thick with nominal 1/2" deep slotted groove.
 - 2. Panel face dimensions: 48 in. by 96 in. or as indicated on the drawings.
 - 3. Slatwall panels grooves machined on 3 inch centers.
- B. High internal bond wood composite substrate.
 - 1. Slatwall, NAF
 - a. Medium density wood fiberboard conforming to ANSI A208.2, industrial-grade MDF or other wood fiber substrates having not less than 75% recycled wood waste and having No-Added Formaldehyde (NAF).

2.2 PANEL FINISH

- A. High Pressure Laminate: Vertical grade 0 .030" thick high pressure plastic laminate adhered to wood fiber substrate by cold pressing polyvinyl acetate (PVA) type II, water resistant adhesives.
 - 1. Edges - Square, and sealed, to provide a black edge.
 - 2. Balancing Backer: Kraft Paper that does not contribute to or pose an unusual additional fire hazard.
 - 3. Color and Pattern: as indicated on drawings.

2.3 GROOVE TREATMENT Groove Treatment:

- 1. PVC or vinyl inserts to match panel color.

2.4 PANEL TRIM

- A. Wood Trim
 - 1. Lumber Trim
 - a. Species and Grade: Eastern white pine, Finish or 1 Common; NeLMA or NLGA.
 - b. Species and Grade: White woods, 1 Common; WWPA.
 - c. Species and Grade: Yellow poplar; A finish; NHLA.
 - d. Maximum Moisture Content: 13 percent.
 - e. Face Surface: Surfaced (smooth).
 - 2. Fasteners for wood trim: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.

3. Install interior finish carpentry level, plumb, true and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 - a. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - b. Countersink fasteners, fill surface flush, and sand where face fastening is unavoidable.
 - c. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
 - d. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.
4. Standing and Running Trim installation:
 - a. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches long, except where necessary. Stagger joints in adjacent and related standing and running trim. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.
 - b. Install trim after gypsum board joint finishing operations are completed.
 - c. Drill pilot holes in hardwood before fastening to prevent splitting. Fasten to prevent movement or warping. Countersink fastener heads on exposed carpentry work and fill holes.
5. For application of primer and paint, refer to Section 09 91 00 – Painting.

2.5 INSTALLATION ACCESSORIES

- A. Screws: Phillips, bugle head, coarse threaded screws.
- B. Adhesives: Heavy Duty C-109 solvent based adhesive as approved for use by panel manufacturer.

2.6 FABRICATION

- A. All framing, panels, hardware and accessories shall be factory finished and ready to install except for field fabrication required by perimeter and corner conditions.
- B. Refinish field cut panel edges in accordance with manufacturer’s instruction before installation.
- C. Fabrication Tolerances for panels:
 1. Dimensional: $\pm 0.0625''$
 2. Square: $\pm 0.125''$ across diagonals
 3. Thickness: $\pm 0.008''$
 4. Grooving: $\pm 0.031''$ (groove width and spacing between grooves)

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Installer's Examination: Examine conditions under which construction activities of this section are to be performed. Submit written notification to Architect and system manufacturer if such conditions are unacceptable. Beginning erection constitutes installer's acceptance of conditions.
 - 1. Verify that a vapor barrier has been provided on exterior walls behind backing to prevent warping.
 - 2. Verify backing panels are smooth, solid, and flat. All drywall joints are to be taped and finished.
 - 3. Verify that walls are primed before installation begins.
 - 4. Verify mechanical, electrical, and building service and/or items affecting work of this section are placed and ready to receive this work.
 - 5. Verify that stud spacing does not exceed 24" (600mm) on-center.
- B. Structural walls are to be finished, with building completely closed. Walls shall be thoroughly dry before starting installation.

3.2 PREPARATION

- A. Conditioning: Panels must be allowed to acclimate to a balanced environment in the installation location for 72 hours prior to installation.
- B. Protect existing surfaces with drop cloths.
- C. Except as directed by the architectural drawings, before installing, examine panels and arrange to achieve best combination of color, pattern, texture and grain.

3.3 INSTALLATION

- A. Install all materials in strict accordance with the manufacturer's installation instructions with hardware straight, plumb, and level.
 - 1. Anchor units rigidly and securely in place.
 - 2. Cut sheets to meet existing supports.
- B. Fasten initial bottom panel to the wall with #6 or #7 bugle head drywall screws. Install a minimum of one screw every third slot (or 9 in.) vertically and every stud horizontally, typically every 16 in. on centers horizontally (maximum 24 in. on centers horizontally). Each 4 ft. x 8 ft. panel shall have minimum of 42 screws secured to studs or furring.
 - 1. Where screws do not hit the studs, fasten with adhesive in accordance with the manufacturer's recommendations.
 - 2. Screws must be installed thru the panel grooves.
 - 3. Slatwall panels without inserts do not require pre-drilling.
 - 4. Slatwall panels with inserts require 5/32" pre-drilling of holes thru the insert and panel before fastening.
- C. Avoid contamination of the panel faces with adhesives, solvents or cleaners during installation.

3.4 CLEANING AND PROTECTION

- A. Clean and remove dust and other foreign matter from panel and framing surfaces. Clean finishes in accordance with manufacturer's instructions.
- B. Protect installed products from damage from weather and other causes during the remainder of the construction period.

END OF SECTION 06 25 30

SECTION 06 41 00 ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Custom fabricated cabinet units.
- B. Hardware.

1.2 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry
- B. Section 06 25 30 – Slatwall Panel Systems

1.3 DEFINITIONS

- A. Exposed Surfaces: Casework surfaces visible after installation with doors and drawers closed. Other locations considered to be exposed include wall hung cabinet bottoms more than 40 inches above the floor and visible members in open cases or behind clear glass doors.
- B. Semi-Exposed Surfaces: Casework members behind opaque doors, including shelves, divisions, interior faces of ends, case backs, drawer sides, backs and bottoms and back face of doors. Tops of cases 6'-6" or more above the floor shall be considered semi-exposed.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.
- B. Preinstallation Meeting: Convene a preinstallation meeting not less than one week before starting work of this section; require attendance by all affected installers.

1.5 SUBMITTALS

- A. Product Data:
 - 1. Provide instructions for attachment hardware, finish hardware, and other manufactured items incorporated into finish carpentry.
- B. Shop Drawings: Indicate materials, component profiles and elevations, assembly methods, joint details, fastening methods, accessory listings, hardware location and schedule of finishes.
 - 1. Indicate wood species (if applicable) and manufacturer's name for manufactured items.
 - 2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcing specified in other Sections.
 - 3. Show locations and sizes of cutouts and holes for items installed in custom cabinet work.
- C. Color Samples: Submit plastic laminate manufacturer's color samples for color verification. Include full range of available colors, textures, and patterns.
- D. Samples:
 - 1. Submit one sample of laminate clad components, 8-1/2 inches x 11 inches, showing each type, color, pattern, and surface finish required. Include separate samples of unfaced panel product used for the core.
 - 2. Submit one cabinet corner piece showing cabinet front frame joints between stiles and rail and exposed end pieces, 18 inches high x 18 inches wide x 6 inches deep.

3. Submit one sample of each hardware type and finish.
 4. Submit 6 inch lengths of each type of cabinet door and drawer front edging and countertop edging.
 5. Submit one sample of each type of wood trim and base profile and finish required, 6 inches long.
- E. Samples: Submit actual sample items of proposed pulls and hinges, demonstrating hardware design, quality, and finish.
- F. Submit fabricator's and installer's qualifications, including a list of completed projects, complete project name, names and addresses of each project's Architect and Owner, and other required information.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
1. Company with at least one project in the past 5 years with value of casework within 20 percent of cost of casework for this Project.
 2. Certification from AWI and ANSI. Fabricator shall be acceptable to Architect.
- B. Perform work in accordance with 2003 8th Edition AWI/AWMAC Architectural Woodwork Quality Standards Illustrated, Custom quality, unless other quality is indicated for specific items.
- C. Installer Qualifications: Company specializing in installing the work of this section with minimum three years documented experience in installing custom cabinet items similar in type and quality to the work required for the project.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect units from moisture damage, soiling, and other forms of deterioration.
- B. Do not deliver custom cabinets until building is enclosed, painting and similar operations have been completed, and HVAC system is operating and will maintain temperature and relative humidity in installation areas at occupancy levels during the remainder of construction. If custom cabinets must be stored in other than installation areas, store only in areas whose environmental conditions meet requirements specified in "Project Conditions".

1.8 PROJECT CONDITIONS

- A. Comply with AWI Quality Standards Section 1700 requirements and custom cabinet fabricator and installer recommendations for optimum temperature and humidity conditions during storage and installation.
- B. Before delivery and installation of custom cabinet work to the project site, the building environment shall be stabilized to provide conditions that will maintain a relative humidity of not less than 25 percent and not more than 50 percent. Do not install millwork until those conditions are reached and stabilized so millwork is within plus or minus 1.0 percent of optimum moisture content from date of installation through remainder of construction period.
- C. Field verify dimensions of other construction before fabricating custom cabinet components. Show recorded measurements on shop drawings.
1. When field verifying measurements will delay the work, guarantee dimensions and proceed with fabrication of custom cabinet work. Coordinate construction of

adjacent surfaces and components to make sure actual dimensions match dimensions guaranteed without field verification.

- D. Coordinate the work with plumbing rough-in, electrical rough-in, installation of associated and adjacent components, and construction progress to avoid delays in the work.
- E. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure custom cabinets can be supported and installed as indicated.
- F. During and after installation of work of this section, maintain the same temperature and humidity conditions in building spaces as will occur after occupancy.

PART 2 PRODUCTS

2.1 CABINETS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Custom cabinet materials shall be the best of their respective kinds. Materials used in finished work shall be clear, free of cracks, checks, knots, and other imperfections that may interfere with proper completion of the work. Warped or otherwise imperfect work shall be removed and replaced by responsible Contractor.

2.2 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.

2.3 LUMBER MATERIALS

- A. General: Comply with AWI "Quality Standards" Section 100, Lumber.
- B. Lumber used for Rough Framing, Sheathing, Grounds, Blocking and Similar Items: Kiln dried construction grade Hemlock or Douglas Fir.
 - 1. Comply with American Wood Preservers Association Standard C20 for lumber and C27 for plywood for pressure impregnation to provide a flame spread, fuel contributed and smoke developed, classification of 25 or less when tested by UL in accordance with surface burning characteristics test procedures ASTM E84, NFPA 255 and UL 723.

2.4 PANEL MATERIALS

- A. General: Comply with AWI "Quality Standards" Section 200, Panel Products.
- B. Softwood Plywood: PS 1 Grade A-B; Lumber core.
 - 1. Provide exterior grade plywood where indicated.
 - 2. Panels used for concealed parts may be Grade C-D.
- C. Panel Core Board Materials: Except as otherwise required, Contractor shall select either particle board or recycled content board and then consistently use it throughout the project.
 - 1. Particle Board: ANSI A208.1, M-2 Industrial Grade.
 - 2. Fire Retardant Particle Board: Timber Products "Encore FR", Class 1 flame retardant particle board manufactured from recycled wood fiber.
- D. Medium Density Fiberboard: ANSI A208.2, Grade MD-Exterior Glue.

2.5 PLASTIC LAMINATE MATERIALS

- A. Manufacturer: As indicated in the Finish Schedule.
- B. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications and as follows:
 - 1. Horizontal Surfaces: HGS, 0.048 inch nominal thickness, colors as indicated, finish as indicated.
 - 2. Vertical Surfaces: VGS, 0.028 inch nominal thickness, colors as indicated, finish as indicated.
 - 3. Cabinet Liner: CLS, 0.020 inch nominal thickness, colors as indicated, finish as indicated.
 - 4. Laminate Backer: BKL, 0.020 inch nominal thickness, undecorated; for application to concealed backside of panels faced with high pressure decorative laminate.
- C. Laminate Adhesive: Low VOC type recommended by laminate manufacturer to suit application; not containing formaldehyde or other volatile organic compounds.

2.6 COUNTERTOPS

- A. Solid Surface Countertops: Specified in Section 06 61 16.

2.7 FASTENINGS

- A. Fasteners: Size and type to suit application, non-ferrous or hot-dip galvanized finish.
 - 1. Screws: FS FF-S-111. Provide metal framing supports as recommended by metal framing manufacturer.
 - 2. Nails: FS FF-N-105.
 - 3. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; galvanized or chrome-plated finish in concealed locations and stainless steel or chrome-plated finish in exposed locations
 - 4. Concealed Joint Fasteners: Threaded steel.
- B. Joint Fasteners: Knappe & Vogt Model KV 516ZC "Tite Joint" dog bone type joint fasteners at all countertop field joints.
- C. Anchors: Type, size and finish required by each substrate for secure anchorage.
 - 1. Provide non-ferrous metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and where required for corrosion resistance.
 - 2. Provide toothed steel or lead expansion bolt devices for drilled in place anchors.
 - 3. Furnish inserts and anchors to be set into concrete or masonry work for subsequent casework anchorage.

2.8 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Plastic Edge Banding: Extruded PVC, convex shaped; smooth finish; self locking serrated tongue; of width to match component thickness.
 - 1. Color: As selected by Architect from manufacturer's full color range.
 - 2. Thickness:
 - a. Doors and Drawers: Unless otherwise indicated, 3 mm, machine profiled to 1/8 inch radius.
 - b. Casework Face: 1 mm.
- C. Wood Cleats: Hardwood, used with wall supported shelves and countertops.

- D. Grommets: Doug Mockett & Co. Locate as indicated on the drawings.
 - 1. Wire Access Type: Series EDP plastic grommets with flip-top tab, 3 inch outside diameter or less, 2-1/2 inch hole. Color selected by Architect.

2.9 HARDWARE

- A. Hardware Finish: US32D, satin finish stainless steel unless otherwise indicated.
- B. Shelf Pins: Knappe & Vogt Mfg. Co. Model 346 ANO anochrome shelf support. Screw shelf to pin.
- C. Drawer Pulls: Solid Metal, 5 inches in length; Style: Standard Bent Wire; Color: Satin Chrome.
- D. Door Pulls: 'HaoDesign – Etsy'; Style: Stary Sky, Galaxy, Moon, Nebula (verify final quantities of styles with Architect); Size: 'Large' knobs; Color: To be selected by Architect from standard colors.
- E. Sliding Door Pulls: Recessed finger pulls, 2 inch min. diameter; Color: Satin Chrome.
- F. Cabinet Locks: Keyed cylinder type, two keys per lock, master keyed (all locks to be keyed alike), brass body with dull chrome faces and matching trim for doors and drawers. Lock locations determined by Architect.
- G. Catches: Magnetic. Provide 30 lb. double catches for double doors and full height case doors and 12 lb. single catches for single doors of base and wall hung cabinets. Provide extruded aluminum deadbolt on left-hand door for locked double doors.
- H. Drawer Slides: Steel, 2-section type with nylon, ball bearing rollers for standard drawers and 3- section full extension drawer slides with ball bearings and nylon rollers for file drawers. Slide lengths and ratings shall suit particular applications.
- I. Concealed Hinges: Concealed (fully mortised) self-closing type, 170 degree swing, steel with satin finish.
 - 1. Manufacturers:
 - a. Blum, Inc.
 - b. Grass America Inc.
 - c. Mepla.
 - d. Hafele America.
- I. Label Holder: Holder shall be 2 inches wide by 3/4" high anodized aluminum. Attachment: Adhesive; Location: at drawers and doors indicated on drawings.
- J. Grommets: 3" diameter, two piece round with 'Flip Top' slot cover; Manufacturer: Doug Mockett & Co.; Color: to be selected from manufacturer's full range of color selections.

2.10 FABRICATION

- A. Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.
 - 1. Ease edges to radius indicated for the following:
 - a. Corners and Edges of Solid Wood Members less than 1 inch thickness: 1/16 inch.
 - b. Edges of Rails and Similar Members larger than 1 inch thickness: 1/8 inch.
 - 2. Conceal end grain as much as possible. Finish exposed plywood edges the same as finished sides.
 - 3. Machine sand exposed surfaces to an even, smooth surface ready for finishing. Treat nail holes, cuts, cracks, and other defects for an unnoticeable appearance.
- B. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more

- than one piece for any single length.
- C. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.
 - D. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Apply edges first and faces or tops second. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises.
 - E. Provide cutouts for plumbing fixtures, inserts, outlet boxes, vents, grilles, fixtures and fittings. Verify locations of cutouts from on-site dimensions. Seal cut edges.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Field verify measurements and examine adjoining surfaces. Contractor is responsible for proper fit of all items provided under this Section.
- B. Verify adequacy of backing and support framing.
- C. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.
- D. See Section 06 10 00 - Rough Carpentry for installation of recessed wood blocking.

3.2 PREPARATION

- A. Condition custom cabinet work to average prevailing humidity conditions in installation areas before start of installation.
- B. Deliver inserts and similar anchoring devices to be built into substrates before substrates are built.
- C. Examine shop fabricated work for completion. Complete custom cabinet work as required, including back priming and removal of packing before start of installation.

3.3 INSTALLATION

- A. General: Comply with AWI "Quality Standards" Section 1700 installation standards and recommendations unless more stringent requirements are otherwise indicated. Comply with Premium Grade standards when Premium Grade is specified and Custom Grade standards when Custom Grade is specified.
 - 1. Contractor is responsible for restoring and refinishing cabinet work damaged during installation to create a final installation meeting Architect's approval.
- B. Set and secure custom cabinets, rigidly attached to anchors or blocking, plumb, and level and without distortion so doors and drawers fit openings properly and are accurately aligned.
 - 1. Provide concealed shims as required.
 - 2. Use concealed fasteners and appropriate angles and anchorages.
 - 3. Install to a tolerance of 1/8 inch in 8 feet for plumb and level, with no variation in flushness of adjoining surfaces.
 - 4. Maintain veneer sequence.
- C. Use concealed joint fasteners to align and secure adjoining cabinet units and countertops.
- D. Provide cutouts required for installation of all items, including electrical outlets, lights, and sinks. Coordinate location with plumbing, heating, and electrical trades.

- E. Carefully scribe custom cabinet components abutting other components, with maximum gap of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.
- F. Secure cabinets and countertops to grounds, blocking, and stripping using concealed fasteners, appropriate angles and anchorages.
- G. Install hardware and adjust to center doors and drawers in openings and provide unencumbered operation.
- H. Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.

3.4 ADJUSTING

- A. Adjust installed work.
- B. Adjust moving or operating parts to function smoothly and correctly.

3.5 CLEANING

- A. Clean casework, counters, shelves, hardware, fittings, and fixtures.
- B. Repair damaged and defective custom cabinet components where possible to eliminate functional and visual defects. Provide new custom cabinet components when repair is not possible or will not be satisfactory.

3.6 SCHEDULE

- A. Plastic Laminate Casework: AWI Section 400, Custom grade.
 - 1. Casework Construction: Flush overlay.
 - a. Exposed Surfaces: General Purpose 0.050 inch high pressure plastic laminate, including four edges and back face of doors and applied drawer faces.
 - b. Semi-Exposed Surfaces: Melamine, except as otherwise indicated.
 - 2. Color: As indicated on drawings.
 - 3. Backs: Melamine, minimum 1/4 inch thick.
 - 4. Shelves: Cabinet liner, except provide high pressure plastic laminate matching casework at open cases. Finish four edges, top and bottom face of shelves in open cases.
 - a. Under 30 Inches Wide: 3/4 inch thick.
 - b. 30 Inches Wide and Over: 1 inch thick.
 - 5. Doors and Drawer Faces: High pressure plastic laminate and cabinet liner.
 - a. 30 Inches Wide x 60 Inches High or Smaller: 3/4 inch thick.
 - b. 30 Inches Wide x 60 Inches Higher and Over, Maximum 36 Inches Wide x 72 Inches High: 1 inch thick.
 - 6. Drawer Bottoms, Sides, Backs and Semi-Exposed Fronts: Melamine, minimum 1/2 inch thick with color matched PVC edging.
 - 7. Wall Cabinets: Finish exposed bottoms to match face material and color when bottom is 40 inches above finished floor.
 - a. Where two wall cabinets meet at room corner, extend one wall cabinet into corner. Top and bottom access into corner other than from the cabinet door is prohibited.
 - 8. Dust Panels: Provide 1/4 inch plywood or tempered hardboard above compartments and drawers, except where located directly under countertops.

END OF SECTION

SECTION 07 65 26 SELF-ADHERING SHEET FLASHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. “Rough Carpentry,” “Sheet Metal Flashing,” and “Joint Sealants” in their entirety are a part of this Section.

1.2 DESCRIPTION

- A. Description of work
 - 1. Furnish and install new flashing on top of concrete wall for structural repair.

1.3 SUBMITTALS

- A. Samples
 - 1. Submit manufacturer’s product data.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Use an experienced installer and adequate number of skilled personnel who are thoroughly trained and experienced in the application of self-adhesive membranes.
- B. Obtain self-adhesive flashing membrane materials from a single manufacturer regularly engaged in manufacturing the product.
- C. Provide products which comply with all state and local regulations controlling use of volatile organic compounds (VOCs).

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean, dry area in accordance with manufacturer's instructions.
- C. Store adhesives and primers at temperatures of 40° F (5° C) and above to facilitate handling.
- D. Store membrane cartons on pallets.
- E. Do not store at temperatures above 90° F (32° C) for extended periods.
- F. Keep away from sparks and flames.

- G. Completely cover when stored outside. Protect from rain.
- H. Protect materials during handling and application to prevent damage or contamination.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Product not intended for uses subject to abuse or permanent exposure to the elements.
- B. Protect rolls from direct sunlight until ready for use
- C. Do not apply membrane when air or surface temperatures are below 40° F (4° C).
- D. Do not apply to frozen surfaces.

PART 2 – PRODUCTS

2.1 MANUFACTURER

- A. W. R. MEADOWS®, INC., PO Box 338, Hampshire, Illinois 60140-0338. (800) 342-5976. (847) 683-4500. Fax (847) 683-4544. Website: www.wrmeadows.com.
- B. Or Equal.

2.2 MATERIALS

- A. Rolled, Self-Adhering Sheet Flashing Membrane: 40 mils (1.0 mm) thick membrane.
 - 1. Performance Based Specification: Self-adhering sheet flashing membrane shall have the following characteristics:
 - a. Color:
 - 1) Carrier Film: White.
 - 2) Polymeric Membrane: Black.
 - b. Thickness: 40 mils (1mm).
 - c. Tensile Strength Film:
 - 1) ASTM D412, modified (MD): 4,000 psi (27.6 MPa).
 - 2) ASTM D882 (MD): 23.5 lb./in. (4.1 N/mm).
 - d. Elongation Film:
 - 1) ASTM D412, modified (MD, %): 400 (Typical).
 - 2) ASTM D882 (MD, %): 400 Min.
 - e. Puncture Resistance, ASTM E154: 40 lbf (178 N) Min.
 - f. Water Vapor Permeance (free film), ASTM E 96, Procedure B: 0.035 Perms.
 - g. Air Permeability, ASTM E283 / E2178: 0.004 cfm/ft.² @ 75 Pa (1.57 lb / ft.²).
 - h. Lap Peel Strength @ 39° F (3.9° C), ASTM D903, 180 Bend: 10 lbf/in. (1.75 N/mm).
 - i. Low Temperature Flexibility @ -22° F (-30° C), CGSB 37-GP-56M: Pass
 - 2. Proprietary Based Specification:
 - a. AIR SHIELD THRU-WALL FLASHING by W. R. MEADOWS.

2.2 ACCESSORIES

- A. Pointing Mastic – for mastic sealing penetrations and terminations of membrane.

- B. Termination Bar

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive membrane. Notify architect if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions have been corrected.

3.2 SURFACE PREPARATION

- A. Protect adjacent surfaces not designated to receive self-adhering flashing membrane.
- B. Clean and prepare surfaces to receive membrane in accordance with manufacturer's instructions.
- C. Do not apply membrane to surfaces unacceptable to manufacturer.
- D. All surfaces must be clean, smooth, and dry and must be clean of oil, dust, and excess mortar.
- E. Strike masonry joints flush.
- F. Patch all holes and voids and smooth out any surface misalignments.
- G. Concrete surfaces must be cured for a minimum of 14 days.
- H. If curing compounds are used, they must be clear, resin-based, and without oil, wax, or pigments.

3.3 APPLICATION OF SELF-ADHERING SHEET FLASHING

- A. Precut pieces of flashing to size to aid in handling.
- B. Prime surfaces to be covered in one working day with applicable adhesive.
- C. Remove release paper prior to application and apply membrane with a minimum overlap of 3" (75 mm) onto primed surface.
- D. Recess through wall flashing 1/2" (13 mm) from the face of the masonry.
- E. Roll membrane firmly into place with hand roller.
- F. Ensure membrane is fully adhered and remove all wrinkles and fish mouths.

- G. Overlap subsequent courses of membrane a minimum of 2" (50 mm) and ensure joints are fully adhered.
- H. Seal top edge of transition membrane with pointing mastic.
- I. Avoid use of products which contain tars, solvents, pitches, polysulfide polymers, or PVC materials that may come into contact with waterproofing membrane system.

3.4 PROTECTION

- A. Cover self-adhering sheet flashing as soon as possible, since it is not designed for permanent exposure.

END OF SECTION

SECTION 08 31 00 ACCESS DOORS

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. Crawl Space and Basement stairs access doors.
- B. Related Sections:
 - 1. Section 03 30 00 – Cast-In-Place Concrete

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer’s product data, including installation instructions.
- B. Samples for finish selection by Architect from manufacturer’s full range.
- C. Shop Drawings: Indicate dimensions, description of materials and finishes, general construction, specific modifications, component connections, anchorage methods, relationship to adjoining work, hardware, and installation procedures.
 - 1. Relationship to adjoining work.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer’s original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage: Store materials indoors in a clean, dry area in accordance with manufacturer’s instructions.
- C. Handling: Protect materials and finishes from damage during handling and installation

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following
 - 1. Steelway
 - 2. Gordon Corporation
 - 3. Bilco

4. Fakro
5. or equal.

2.1 MATERIALS

A. Floor Access Door

1. The floor access door shall be single leaf and pre-assembled from the manufacturer.
2. Performance characteristics:
 - a. Cover: Shall be reinforced to support a minimum live load of 150 psf (732kg/m²) with a maximum deflection of 1/150th of the span.
 - b. Operation of the cover shall be smooth and easy with controlled operation throughout the entire arc of opening and closing.
 - c. Operation of the cover shall not be affected by temperature.
3. Cover shall have a 1" (25mm) fillable pan to receive wood flooring.
4. Frame: Shall be extruded aluminum with full anchor flange around the perimeter.
5. Lifting mechanisms: Manufacturer shall provide the required number and size of compression spring operators enclosed in telescopic tubes to provide, smooth, easy, and controlled cover operation throughout the entire arc of opening and to act as a check in retarding downward motion of the cover when closing. The upper tube shall be the outer tube to prevent accumulation of moisture, grit, and debris inside the lower tube assembly. The lower tube shall interlock with a flanged support shoe fastened to a formed 1/4" (6mm) gusset support plate.
6. A removable exterior turn/lift handle with a spring loaded ball detent shall be provided to open the and the latch release shall be protected by a flush, gasketed, removable screw plug.
7. Hardware:
 - a. Hinges: Shall be a continuous heavy duty Type 316 stainless steel hinge that is accessible only when the cover is in the open position.
 - b. Cover shall be equipped with an aluminum hold open arm that automatically locks the cover in the open position.
 - c. Cover shall be fitted with the required number and size of compression spring operators.
 - d. A Type 316 stainless steel snap lock with fixed handle shall be mounted on the underside of the cover.
 - e. Hardware: Compression spring tubes shall be an anti-corrosive composite, all fasteners shall be Type 316 stainless steel material, and all other hardware shall be zinc plated and chromate sealed.
8. Finishes: Factory finish shall be mill finish aluminum with bituminous coating applied to the exterior of the frame.

B. Attic Access Door

1. Basis of Design: FAKRO LME Attic Ladder
2. The floor access door shall be single leaf and pre-assembled from the manufacturer.
3. Structure:

- a. Hatch: Insulated wood with lock
- b. Frame: Wood
- c. Ladder: Metal, min width 15 inches, anti-slip
- 4. Maximum Loading: 400 lbs max
- 5. R-value Minimum 5.3
- 6. Finish: Paint hatch door in field per painting specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive access doors. Notify Architect if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

3.2 INSTALLATION AND ADJUSTING

- A. Installation:
 - 1. Install access doors in accordance with manufacturer's instructions at locations indicated on the drawings.
 - 2. Install access doors plumb, level, square, rigid, without warp or rack.
 - 3. Provide proper support for frames
 - 4. Use manufacturer's supplied hardware.
 - 5. Replace defective or damaged doors or other components as directed by Architect.
 - 6. Apply external alkyd enamel paint for weather protection.
- B. Adjusting:
 - 1. Adjust access doors and latches for smooth operation without binding.
 - 2. Inspect and adjust locks to operate properly.

3.4 CLEANING AND PROTECTION

- A. Clean surfaces in accordance with manufacturer's instructions.
- B. Do not use abrasive cleaners.
- C. Protect access doors and finish from damage during construction.

END OF SECTION

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SECTION 09 91 00 PAINTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specifications Sections in their entirety apply to this Section.

1.2 SUMMARY

- A. The painting work includes but not limited to, the following:
 - 1. Surface prep, prime, and paint all wood trim, casings, panels, doors, windows, sashes, shelving, mantels, and other interior wood surfaces.
 - 2. Paint repaired interior plaster walls and ceilings per drawings.
 - 3. Shutter painting by Owner. Removal and re-installation after painting by Contractor.

1.3 QUALITY ASSURANCE

- A. Single source responsibility:
 - 1. Provide primers and other undercoat paint produced by the same manufacturer as finish coats.
 - 2. Use only thinners approved by paint manufacturer, and use only within recommended limits.
 - 3. Apply materials in accordance with Manufacturer’s printed instructions.
- B. Coordination of Work:
 - 1. Contractor to coordinate paint removal, wood repairs, and drying methods.

1.4 SUBMITTALS

- A. Product data
 - 1. Submit manufacturer's technical information and application instructions for each material proposed for use.
- B. Samples
 - 1. Prior to ordering painting materials, Contractor to furnish manufacturer’s color chips for color selection by Architect.
 - 2. When preparing samples for review, submit samples for Architect’s review of color, texture and quality.
 - 3. Provide a listing of material and application for each coat of each finish sample
 - 4. Simulate finished lighting conditions for review of in-place work.
 - 5. Provide two identical 3’ 0” x 6” x ¾” smooth planed wood samples, providing segments that clearly indicate the layering of each coating application, i.e. primer, second and third coat, as required to simulate actual conditions.

- a. Resubmit samples as requested by Architect until acceptable sheen, color and texture is achieved.

1.5 DELIVERY AND STORAGE

- A. Deliver materials to job site in new and unopened packages and containers bearing manufacturer's name, label date of manufacture and batch number.
- B. Store materials not in actual use in tightly covered containers. Maintain used containers of paint in a clean condition, free of foreign materials and residue.
 - 1. Protect materials from freezing.
 - 2. Keep storage area neat and orderly. Remove oily rags and waste daily.
 - 3. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

1.6 JOB CONDITIONS

- A. Apply caulks, primers, paints, etc. only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (0 degrees C) and 95 degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply coatings in strict accordance with the manufacturers' written instructions,

PART 2 – MATERIALS

2.1 MANUFACTURER

- A. Specification is based on Sherwin-Williams Company's Products. Substitution Manufacturer must be approved by the Architect before award of Contract.
- B. Acceptable (Wood Paint) Manufacturers:
 - 1. Benjamin Moore
 - 2. Glidden Coatings
 - 3. Pratt & Lambert Inc.

2.2 MATERIALS

- A. Material quality:
 - 1. Provide the best quality grade of various types of coatings by acceptable paint materials manufacturers.
 - a. Materials not displaying manufacturer's identification as required will not be acceptable.

- B. Accessory materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.
1. Thinners, when necessary, shall only be those as recommended by the manufacturer of the paints being thinned.
- C. All materials used in the work shall be the first line product of the manufacturer specified. Materials not displaying manufacturer's identification as a standard first line product will not be acceptable. A list of such products, including brand names and numbers, shall be submitted to the Architect before commencing work.
1. Equal products shall contain not less than an equal percentage of solids by volume content of products specified.
 2. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated Pigments shall be applicable types to suit substrates and service indicated. Provide pigments fully ground, maintaining a soft paste consistency in the vehicle during storage, readily and uniformly dispersed by paddle to a completely homogeneous mixture ready for use.
 3. Each primer shall be of a suitable type for the surface, compatible with the specified finish paint and recommended by the manufacturer of the finish coat.
 4. Provide intermediate coat products compatible with finish coat and as produced by manufacturer of the finish coat.
 5. Provide ready-mixed paint, except for field catalyzed coatings. Job mixing and tinting is not acceptable.
 6. No other paints shall be brought to job. No dryers shall be added at the job.
- D. Material Application
1. Coating System. Exterior Wood Trim, Doors, and Windows:
 - a. Primer: Zinser Oil Based Primer
 - b. First Coat: Duration Exterior Latex colors per finish schedule
 - c. Second Coat: Duration Exterior Latex colors per finish schedule
 - d. Application:
 - 1) Primer: brush or spray and back-brush. Sand smooth after drying
 - 2) First coat: brush or spray and back brush
 - 3) Second and third coat (if necessary): brush or spray and back-brush
 2. Coating System. Trim, Plaster Walls & Ceilings:
 - a. Primer: Sherwin Williams Premium Wall and Wood Primer
 - b. First and Second Coat: Duration Interior Latex, finish and color by finish schedule

3. Application method: Siding
 - a. First coat: brush, using continuous horizontal stroke in direction specified in field by Architect.
 - b. Second and third coat (if necessary): brush, using continuous in direction specified in field by Architect
4. Drying time:
 - a. Recoat as recommended by manufacturer.
 - b. Lightly sand between coatings.

F. Caulking: Sherwin Williams 950A Siliconized Acrylic Latex Caulk

H. Material quality:

1. Provide the best quality grade of various types of coatings by acceptable paint materials manufacturers.
 2. Materials not displaying manufacturer's identification as required will not be acceptable.
- I. Upon completion of job, remove all paint spots, touch-up and restore all damaged finishes, and remove and dispose of accumulated trash and debris.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Do not start work on unsatisfactory substrates. Starting of work shall be construed as acceptance of surfaces and conditions within any particular area.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.2 MATERIALS PREPARATION

1. Mix and prepare painting materials in accordance with manufacturer's instructions.
2. Maintain containers used in mixing of paint in a clean condition, free of foreign materials and residue.
3. Stir materials before application to produce a mixture of uniform density, and stir as required during application.
4. Do not stir surface film into material. Remove film and strain material before using.

3.3 APPLICATION

- A. General:

1. Apply paint in accordance with manufacturer’s directions. Use applicators and techniques best suited for substrate and type of material being applied.
 2. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance.
 3. Give special attention to insure that surfaces such as edges, corners, crevices, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 4. Sand lightly between each succeeding coat.
 5. Window panes to be cut in with crisp, professional lines and clean, 90 degree corners. After all painting is completed, clean glass free of drips, spatter, dirt, etc.
- B. Scheduling painting:
1. Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 2. Allow sufficient time between successive coatings to permit proper drying.
 3. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Minimum coating thickness:
1. Apply each material at a spreading rate to establish the wet film and dry film thicknesses as recommended by the coating manufacturer.
- D. Prime coats:
1. Apply prime coats of material which is required to be painted or finished and which have not been prime coated by others.
 2. Recoat primed and sealed surfaces where there are suction spots or unsealed areas in first coat to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. Pigmented (opaque) finishes:
1. Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage.
 2. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

3.4 CLEAN-UP AND PROTECTION

- A. Clean-up:
1. During process of work, remove from site discarded paint materials, rubbish, cans and rags at the end of each work day.
 2. Maintain work area as neat and orderly as possible.

B. Protection:

1. Protect work of other trades whether to be painted or not, against damage by painting and finishing work.
2. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
3. Provide “Wet Paint” signs as required to protect newly painted finishes. Remove temporary protection wrappings provided by others of their work after completion of painting operations.
4. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces

3.5 PAINT COLOR SCHEDULE

- A. Paint Color Schedule – contractor must coordinate with restoration coordinator for exact color locations before painting.

Tag	Paint Color, Type and Reflectance	Location Description
PT-1	TBD, Satin	Attic Hatch Door

END OF SECTION