

ADDENDUM

Project No.: 2301111 Addendum No: 3 Project: New Castle HS Restroom Renovation Date: 04-16-2024

TO: ALL BIDDERS OF RECORD

ADDENDUM NO. 3, to Drawings and Specifications dated 03-13-2024, for the New Castle HS Restroom Renovation for New Castle Community Schools; as prepared by ELEVATUS Architecture, 111 E. Wayne Street, Suite 555, Fort Wayne, IN 46802

This ADDENDUM shall hereby be and become a part of the Contract Documents the same as if originally bound thereto.

The following clarifications, amendments, additions, revisions, changes, and modifications change the original Contract Documents only in the amount and to the extent hereinafter specified and set forth in this ADDENDUM.

Each Bidder shall acknowledge receipt of this ADDENDUM on the Bid Form.

PROJECT MANUAL:

ITEM NO. 1.01 - PROJECT MANUAL, 00 01 10, Table of Contents

Re-issue specification section in its entirety to included specifications changed below.

ITEM NO. 1.02 - PROJECT MANUAL, 00 73 00, Supplementary Conditions

- A. Re-issue specification section in its entirety with changes below.
 - a. Remove paragraph 3.5.4 in its entirety.
 - b. Revise paragraph 9.8.7 to read "...liquidated damages of \$1000 per calendar day..."
 - c. Revise paragraph 9.8.8 to add (for Career Academy Restroom only)
 - d. Revise paragraph 9.8.9 to add (for Career Academy Restroom only)
 - e. Add paragraph 9.8.10 in its entirety.
 - f. Add paragraph 9.8.11 in its entirety.

ITEM NO. 1.03 - PROJECT MANUAL, 09 29 00, Gypsum Board

- A. Re-issue specification section in its entirety with changes below.
 - a. Add Quikstix as an acceptable product for Drywall Grid Ceilings.

ITEM NO. 1.04 - PROJECT MANUAL, 09 51 13, Acoustical Panel Ceilings

- A. Re-issue specification section in its entirety with changes below.
 - a. Revise 2.3.B.2 to read: "Donn DX / DXL Suspension System" by USG Interior Systems, Chicago, IL

ITEM NO. 1.05 - PROJECT MANUAL, 09 91 00, Paint

- A. Re-issue specification section in its entirety with changes below.
 - a. Add Primer (Glazed CMU only)
 - SW: Extreme Bond Interior-Exterior Bonding Primer B51 Series

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DRAWINGS:

ITEM NO. 1.06 - DRAWING NO. A-141 Finishes Plan

- A. Addition of TRZ-1 terrazzo infill location in Girls C101.
- B. Addition of Finish Plan Note 4 and its implementation on view #1
- C. Addition of Finish Plan Note 5 and its implementation on views #1, 2, 3

ITEM NO. 1.07 - DRAWING NO. A-211 Interior Elevations

A. Revision of tile pattern and tile size from 4"x16" to 4"x12" on views #1, 2, 3, 4, 5, 6

Submitted By:

Samuel R. Schaust, AIA

ELEVATUS

ARCHITECTURE

cc:	File:	G:\002023\2301111 NCCSC HS Restroom Renovations\0800 Bidding\0810 Addenda\Addendum #03\Supporting Docs\2024-04-16_New Castle HS Restroom Reno_Addendum #3.docx
	Owner:	
	Contractor:	
	Consultant:	
	Consultant:	

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FACILITY CONSTRUCTION SUBGROUP

00 10 00	Notice to Bidders
00 21 13	Instructions to Bidders
00 25 13	Pre-Bid ConferenceRevised for Addendum #1
00 41 01	Contractor's Bid Form for Public Works
	Indiana State Board of Accounts Form 96 (Rev. 2013)
00 43 00	Supplemental Bid Proposal Form
00 43 10	Bidder's Checklist
00 43 15	Escrow Agreement
00 43 25	Substitution Request Form
	AIA A101, 2017 Edition, Standard Form of Agreement Between Owner and Contractor
00 50 00	AIA Document A101 Attachment
00 72 00	General Conditions
	AIA A201, 2017 Edition, General Conditions of the Contract for Construction
00 73 00	Supplementary Conditions

DIVISIONS 01: GENERAL REQUIREMENTS

01 11 00	Summary of Work
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01 23 00	Alternates
01 25 00	Substitution Procedures
01 25 13	Substitution Request Form
01 31 13	Project Coordination
01 31 19	Project Meetings
01 33 00	Submittals
01 41 19	Project Work Rules
01 45 00	Quality Control and Testing Laboratory Services
01 50 00	Temporary Facilities
01 56 00	Temporary Protection
01 60 00	Products, Materials, and Equipment
01 70 00	Project Closeout
01 73 29	Cutting and Patching
01 74 13	Construction Cleaning
01 95 00	Indemnification and Release for CAD Information

DIVISION 02: EXISTING CONDITIONS

02 41 13 Selective Demolition

DIVISION 03: CONCRETE

03 30 10 Concrete Patching

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04 05 16	Grout
04 05 23	Masonry Accessories
04 22 00	Unit Masonry

DIVISION 05: (NOT USED)

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DIVISION 06: WOOD, PLASTICS, AND COMPOSITES

06 10 00 Rough Carpentry 06 41 10 Solid Surfacing Material

DIVISION 07: (NOT USED)

DIVISION 08: OPENINGS

08 11 00	Hollow Metal Doors and Frames
08 31 00	Access Doors and Frames
00.74.00	B 11 1

08 71 00 Door Hardware

DIVISION 09: FINISHES

09 29 00	Gypsum Board	Revised for Addendum #3
09 30 13	Ceramic Tiling	
09 51 13	Acoustical Panel Ceilings	
09 65 19	Rubber Wall Base	
09 66 17	Thin Set Epoxy Terrazzo	
09 91 00	Painting	Revised for Addendum #3

DIVISION 10: SPECIALTIES

10 21 13.17 Phenolic Toilet Compartments

10 28 13 **Toilet Accessories**

DIVISIONS 11 – 19: (NOT USED)

DIVISION 20: MECHANICAL

20 05 00	Common Mechanical Work Results
20 05 03	Basic Piping Materials And Methods
20 05 13	Motors For Mechanical Equipment
20 05 23	General Duty Valves
20 05 29	Mechanical Hangers And Supports
20 05 48	Vibration Controls
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DIVISION 21: FIRE PROTECION

21 10 00 Water Based Fire Suppression Systems

DIVISION 22: PLUMBIING

22 11 16	Domestic Water Piping
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DIVISION 23: HEATING, VENTILATING AND AIR CONDITIONING

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23 09 93	Sequence Of OperationsRevi	ised for Addendum #1
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23 31 13	Metal Ducts
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23 34 23	Power Ventilators
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DIVISION 24 & 25: (NOT USED)

DIVISION 26: ELECTRICAL

26 00 01 26 00 02 26 00 03 26 00 06 26 05 26 26 05 29 26 05 33 26 05 34 26 05 53 26 09 23 26 21 01 26 24 16	Basic Electrical Requirements Common Work Results for Electrical Temporary Light and Power Electrical Demolition Grounding and Bonding for Electrical Systems Hangers and Supports for Electrical Systems Raceways and Fittings Surface Metal raceways Electrical Identification Occupancy Sensor Lighting Controls Conductors and Cables Panelboards
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SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the "General Conditions of the Contract for Construction," AIA Document A201-2017 edition. Where an Article of the General Conditions is modified or a Paragraph, Subparagraph, or a Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 Add the following sentence of this Subparagraph to read as follows:

The Contract Documents will also include Lien Waiver, Partial Waiver, Notice to Bidders, Instructions to Bidders, Addenda and its attachments, and any other documents specifically agreed by the parties to be included in the Contract Documents. Bonds as covered in the Instructions to Bidders shall be considered a part of the Contract Documents.

- 1.1.3 (Add the following sentence to the end of the Subparagraph) "...The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and include Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes, and customary standards of the construction industry."
- 1.1.9 (Add the following) MISCELLANEOUS DEFINITIONS
 - .1 The term "product" as used herein includes materials, systems, and equipment.
 - .2 The term "supplier" as used herein, includes a firm or organization furnishing or delivering products directly to the jobsite, and because of such direct delivery, could be construed under the lien laws of the State in which the work is being performed as having lien rights against the funds due the Contractor. Suppliers of material and equipment, delivering to Contractor or Subcontractor on an open account basis and not having lien rights on the Work, will not be considered suppliers within the meaning of the Contract Documents.
 - .3 A bidder selected to enter into a Contract with the Owner for Work included under the bidder's proposal is termed an "Awardee," until such time as he is awarded a Contract and becomes the Contractor.
 - .4 Where "complete" is used, it shall mean "complete with connections, supports, attachments and incidental items necessary for a finished and properly operating assembly or installation."
 - .5 Where "drawing" is used, it shall mean plans and detail drawings, both large and small scale, furnished by the Architect and Engineer for the purpose of showing the Work to be done.
 - .6 The term "furnish" to supply (only) to another party for their use of installation, including cost of delivery and unloading at the jobsite.
 - .7 The term "install" to distribute, uncrate, assemble, and fix into the intended final positions, the installer to provide all miscellaneous hardware and supplies required to anchor and support securely, clean-up, and dispose of rubbish.
 - .8 The term "connect" to bring service(s) to point of installation and make final connections to the service(s) to the installed equipment, and to provide miscellaneous auxiliary appurtenances necessary to make operable for its intended use.
 - .9 The term "provide" to furnish, install, and connect complete.
 - .10 The term "or equal" means an equal approved in writing by the Architect at least 10 days prior to bid receipt, and listed in an Addendum.

.11 The term "Contractor" refers to the Prime Contractor that has the direct contract with the Owner. Any person providing work on the Project other than the Prime Contractor is a "Subcontractor."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- 1.2.4 (Add) "If there should be a conflict between two or more of the Contract Documents, the following order of interpretation shall apply:
 - .1 The terms and conditions as set forth in the Bidding Requirements, including legal advertisement thereof, shall have full force and effect until such time as the Standard Form of Agreement between Owner and Contractor is executed between the Owner and the Awardee.
 - .2 Where there is a conflict between the Bidding Requirements and the Contract Documents, the Contract Documents shall govern.
 - .3 Where requirements specifically set forth in AIA A101, 2007 ed., Standard Form of Agreement Between Owner and Contractor are in conflict, AIA A201, 2007 ed., General Conditions of the Contract for Construction shall govern.
 - .4 Where there is conflict between the requirements of the General Conditions of the Contract and the Supplementary Conditions, the requirements of the Supplementary Conditions shall govern, except where the requirements set forth in the Supplementary Conditions are contrary to law, in which case the legal requirements shall govern. The General Conditions of the Contract shall take precedence over other Contract Documents.
 - .5 Where there is conflict between the Drawings and Specifications and conflict within the Drawings or within the Specifications, the conflict, where applicable, shall be resolved by providing better quality or greater quantity as provided in the Supplementary Conditions, Clause 3.2.4.
- 1.2.5 (Add) "It is the intent of the Contract Documents to accomplish a complete and first-grade installation in which there shall be installed new products of the latest and best design and manufacturer, and workmanship shall be thoroughly first class, executed by competent and experienced workmen.
 - .1 Details of preparation, construction, installation, and finishing encompassed by the Contract Documents shall conform to the best practices of the respective trades, and that workmanship, construction methods, shall be of first class quality so as to accomplish a neat and first class finished job.
 - .2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be complied with.
 - .3 The intent of the Contract Documents is to include all labor, equipment, and materials necessary for the proper and timely execution and completion of the Work, even though such labor, equipment, materials are not expressly included in the Contract Documents.
 - .4 The Contract Documents are complimentary, and what is required by one will be as binding as if required by all.
 - .5 The Contractor will be required to perform all parts of the Work, regardless of whether the parts of the Work are described in Sections of the Contract Documents applicable to other trades."

ARTICLE 2: OWNER

- 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
- 2.2.2 (Add the following to the first sentence) "...,including those charges and costs related to zoning changes, environmental impact statements, and similar requirements related to use of the site."

- 2.2.3 (Replace with the following) "The Owner shall not be responsible for furnishing surveys (unless required for the execution of the Work and requested by the Contractor in writing) or other information as to the physical characteristics of, legal limitations of, or utility locations for the Project site, but as necessary for the Work, shall furnish or cause to be furnished to the Contractor a legal description of the project site, which shall not constitute one of the Contract Documents. The Contractor shall confirm the location of each utility; shall relocate or dispose of each on-site utility and shall cap each utility as required by the Work or the Specifications. The Contractor shall not be entitled to additional compensation resulting from its failure to confirm the location of the site utilities or existing structures prior to the opening of its bid."
- 2.3 OWNER'S RIGHT TO STOP THE WORK
- 2.3.1 (Add the following text to the end of the Subparagraph) "This right shall be in addition to, and not in limitation of, the Owner's rights under Paragraph 13.4.

PART 3: CONTRACTOR

- 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR
- 3.2.5 (Add) "Where there is a conflict in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the more expensive way of doing the Work and the larger quantity required. Only changes or interpretations covered by Addenda or written from the Architect will be permitted during construction of the Work. The Contractor shall perform no portion of the Work at any time without Contract Documents or where required, received Shop Drawings, Product Data, or Samples for such portion of the Work.
- 3.2.6 (Add) "Before ordering material or performing any Work, the contractor shall verify all measurements at the Project site. Any differences between dimensions on the Drawings and actual measurements shall be brought to the Architect's attention for consideration before the Work proceeds. Where actual measurements require more material and work than the Drawings call for, such material and Work shall be supplied at the cost of the Contractor. No extra compensation will be allowed because of difference between actual measurements and dimensions indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the work site."
- 3.2.7 (Add) "Mechanical and Electrical Drawings are diagrammatic only. Actual work involved shall be installed from received Shop Drawings with all measurements obtained at the Project Site by the Contractor.
- 3.2.8 (Add) "Dimensions which are lacking from the Drawings shall be obtained from the Architect or field verified. In no case will the Contractor assume that the Drawings are scaled."
- 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
- 3.3.1 (Add last sentence) "Additional provisions pertaining to coordination are included in Division 1, General Requirements."
- 3.5 WARRANTY
- 3.5.1 (Add) "In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:
 - .1 The Owner will have good title to the Work and materials and equipment incorporated into the Work will be new.
 - .2 The Work and materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials.
 - .3 The Work and equipment incorporated into the Work will be fit for the purpose for which they are intended.

- .4 The Work and materials and equipment incorporated into the Work will be merchantable.
- .5 The Work and materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.
- 3.5.2 (Add) "The Contractor shall, upon completion of the Work, assign to the Owner all warranties obtained or obtainable by, the Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to the Owner.
- 3.5.3 (Add) "For a period of one year from the date of final completion and acceptance of the Work by the Owner, as evidenced by the date of the Substantial Completion, the Contractor warrants to the Owner all movable windows, apparatus, machinery, mechanical and electrical equipment. For the same period, the Contractor warrants to Owner to make good, at his own expense, any defects, shrinkages, warpages or other faults in Work required under this Contract arising out of defective materials or workmanship, ordinary wear and tear excepted."
- 3.5.4 (Add) "As part of the above warranty, it is expressly understood and agreed that the Contractor warrants that the Contractor's portion of the Work shall be waterproof and weatherproof in every respect for a period of two (2) years from the Date of Substantial Completion."
- 3.5.5 (Add) "The Contractor warrants and represents to the Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work, and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform said construction work and complete same to the entire satisfaction of the Owner and Architect."
- 3.5.6 (Add) "In addition to all of Contractor's warranties and obligations to correct defective Work provided by law or as set forth in any of the Contract Documents, the Contractor agrees, upon notice from Owner or Architect, immediately to repair, restore, correct and cure, at Contractor's expense, all defects and omissions in workmanship and materials and all failures to comply with the Contract Documents which appear within one (1) year from the Date of Substantial Completion. Contractor shall pay for, and if requested, correct, repair, restore and cure any damage or injury, whenever the same shall occur or appear, resulting from any defects, omissions or failure in workmanship and materials, and indemnify, hold harmless, and defend Owner against any and all claims, losses, costs, damages and expenses, including attorney's fees, suffered by Owner as a result of such damage or injury, whenever such damage or injury shall occur or appear."
- 3.5.7 (Add) "The foregoing guarantees and warranties shall not shorten any longer warranty or liability period provided for by law or in the plans, drawings or specifications or otherwise received from Contractor or any subcontractor, material supplier or manufacturer of Contractor nor supersede the terms of any liability for defective Work, but shall be in addition thereto, and shall be in addition to all manufacturer's and factory warranties."
- 3.5.8 (Add) "All guarantees or warranties upon any Work, labor, materials, or equipment by any subcontractor or material supplier of Contractor shall be deemed made by Contractor to Owner. All guarantees and warranties shall survive Owner's final acceptance of the Project. Neither the acceptance of any of the Work by Owner, in whole or in part, nor any payment, either partial or final, by Owner to Contractor, shall constitute a waiver by Owner of any claims against Contractor for defects in the Work, whether latent or apparent, and no such payment or acceptance of the Work by Owner shall release or discharge Contractor or Contractor's surety from any such claims for breach of such warranties."
- 3.6 TAXES
- 3.6.1 Owner is exempt from local, state, and federal taxes and shall not be responsible for any taxes levied on the Contractor. Refer to Section 01 11 00 for additional requirements relating to taxes
- 3.9 SUPERINTENDENT
- 3.9.1 (Add the following sentence) "The Superintendent shall be satisfactory to the Architect and the Owner, and the Architect and Owner shall have the right to require the Contractor to remove a Superintendent and replace with a Superintendent who is satisfactory to the Architect and Owner. The Contractor shall not replace the Superintendent without the consent of the Architect and Owner, except with another Superintendent who is satisfactory to the Architect and Owner."

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Delete this Paragraph in its entirety. Refer to Section 01 33 00 - Submittals, for provisions on this subject. References to Paragraph 3.12 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

3.13 USE OF SITE

Delete this Paragraph in its entirety. Refer to Section 01 33 00 01300 - Submittals, for provisions on this subject. References to Paragraph 3.13 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

- 3.19 (Add the following) NON-INTERFERENCE
- 3.19.1 (Add) The Contractor shall perform Work so as not to interfere with the Owner's ongoing activities and so as not to create any hazards to the Owner's employees or members of the public using the Owner's property.

ARTICLE 4: ARCHITECT

- 4.1 GENERAL
- 4.1.1 (Add) "...The term "Architect," "Architect/Engineer," or "Engineer" as used herein means the Architect or his authorized representative."
- 4.2 ADMINISTRATION OF THE CONTRACT
- 4.2.4 Delete the last sentence in its entirety.
- 4.2.7 Delete this Subparagraph in its entirety. Refer to Specification Section 01 33 00 01300 Submittals, for provisions on the subject. References to subparagraph 4.2.7 elsewhere in the Contact Documents shall read as referring to that Section in the Specifications.
- 4.2.11 (Add to the end of the first sentence) "...referring specifically to this Subparagraph 4.2.11."

ARTICLE 5: SUBCONTRACTORS

- 5.2 AWARD OF SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
- 5.2.1 (Delete the first sentence of this Subparagraph and substitute the following) "The Contractor shall furnish to the Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work, in accordance with the requirements under Specification Section 01300, Submittals, in a form acceptable to the Architect, for review by the Owner and the Architect.
- 5.2.4 (Add the following sentence at the end of this Subparagraph) "...The Owner may require the Contractor to change a Subcontractor or Sub-subcontractor previously approved, and, if at such time the Contractor is not in default under this Agreement, the Contract sum shall be increased or decreased by the difference in the cost resulting from the change."
- 5.3 SUBCONTRACTUAL RELATIONS
- 5.3.1 (Add) ... "Not withstanding the provisions of Subparagraph 5.3.1, any part of the Work performed for the Contractor by a Subcontractor or its Sub-subcontractor shall be pursuant to a written Subcontract between the Contractor and such Subcontractor (or the Subcontractor and its Sub-subcontractor at any tier). Architect will assume no responsibility for reviewing, monitoring, or verifying activities or relationships involving a Subcontractor or its Sub-subcontractor."

5.3.2 (Add) "The Contractor shall not enter into a subcontract, contract agreement, purchase order, or other arrangement ("Arrangement") for the furnishing of portions of the materials, services, equipment or Work with a party of entity if such party to entity is an Affiliated Entity (as defined below), unless such Arrangement has been approved by the Owner of such affiliation relationship and details relating to the proposed Arrangement. The term "Affiliated Entity" means an entity related to or affiliated with the Contractor or with respect to which the Contractor has direct or indirect ownership or control, including, without limitation, an entity owned in whole or part by the Contractor.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
- 6.1.5 (Add) "Refer to Specification Section 01010 Summary of the Work, for provisions concerning the administrative responsibilities of the Prime Contractor."
- 6.2 MUTUAL RESPONSIBILITY
- 6.2.4 Delete the word ... "wrongfully" ... in this Subparagraph.
- 6.2.6 (Add) "If any such other Contractor initiates legal or other proceedings against the Owner on account of damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, by counsel reasonably acceptable to the Owner, and if judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor."

ARTICLE 7: CHANGES IN THE WORK

- 7.2 CHANGE ORDERS
- 7.2.2 (Replace with the following) "Methods used in determining adjustments to the Contract Sum shall be those listed in Subparagraph 7.3.3."
- 7.3 CONSTRUCTION CHANGE DIRECTIVES
- 7.3.3 (Delete Clause .4 from Subparagraph 7.3.3 and add the following Clauses)
 - 7.3.3.4 An itemized cost breakdown for each change required as provided in Subparagraph 7.3.7.
 - 7.3.3.5 (Add) "The cost of the Contractors overhead and profit on any Change Order shall be:
 - .1 For extra Work completed by the Contractor with his own labor, 10 percent (10%) shall be added as the allowance for overhead and profit.
 - .2 For extra Work completed by Subcontractors of the Contractor, 5 percent (5%) shall be added as the allowance for overhead and profit.
 - .3 For Work deleted which would have been completed by Subcontractors of the Contractor, 10 percent (10%) shall be credited to the Owner as the allowance for overhead and profit.
 - .4 For Work deleted which would have been completed by Subcontractors of the Contractor, 5 percent (5%) shall be credited to the Owner by the Contractor as the allowance for overhead and profit."
- 7.3.7 (Change the last phrase in the first sentence) "...an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount." ... to read ... "a fixed percentage fee as provided in Clause 7.3.3.5 for profit and overhead."
- 7.3.8 (Revise the last sentence of Subparagraph 7.3.8 to read as follows) ... "When both additions and deletions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any."

- 7.3.10 (Add the following sentence at the end of the subparagraph) "When either the Owner or the Contractor disagree with the determination made by the Architect concerning adjustments in the Contract Sum and Contract Time, such disagreement shall be resolved in the manner set forth in Article 15 Claims and Disputes."
- 7.3.11 (Add) "In order to facilitate checking of quotations for extras or credits, 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 Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization. The Contractor shall submit same to the Architect within 14 days after receipt of proposal request."

ARTICLE 8: TIME

- 8.1 DEFINITIONS
- 8.1.2 (Delete and replace with the following) "The date of commencement of the Work is the effective date established in the Agreement or the date established in the Notice to Proceed given by the Owner or Architect."
- 8.3 DELAYS AND EXTENSION OF TIME
- 8.3.1 (Delete and replace with the following) "If the Contractor is delayed at any time in its progress of the Work by one of the delays for which an extension of time is permitted and gives the Architect written notice specifically describing the delay within 48 hours of its commencement, the date for the Substantial Completion of the Work will be extended by Change Order for such reasonable time as the Architect may determine. The failure to give such notice will constitute an irrevocable waiver of the contractor's right to seek an extension of the time for completion will be delays caused by the i) Architect, or the Owner, ii) physical damage to the Project over which the Contractor has no control, iii) labor disputes beyond the control of the Contractor, and iv) unusually severe weather conditions not reasonably anticipated (temperature, rain, or other precipitation within a range of twenty percent (20%) of normal amounts for the time of the year covered by the Agreement shall not be considered unusually severe weather conditions). Extensions of time will only be granted pursuant to the procedures for Change Orders set forth in the General Conditions. The Contractor agrees not to make claims for compensation for delays or acceleration in the performance of the Work resulting from acts or failure to act by the Owner, the Architect, or the employees, agents, or representatives of the Owner, or the Architect and agrees that such claim shall be fully compensated by an extension of time to complete the Work, regardless of when granted."
- 8.3.4 (Add) "If in the opinion of the Architect the Work is behind where it is supposed to be in the Project Time Schedule or it is likely that the Work will not be substantially complete by the applicable date for Substantial Completion, the Contractor upon written notice from the Architect and without additional cost or compensation will increase its work force and, if requested by the Architect, work such overtime to make up for the delay. Should the Contractor fail to increase its work force, work overtime, or proceed to make up for the delay to the satisfaction of the Architect or the Owner, the Architect or the Owner, in addition to other remedies under this Agreement and other Contract Documents, will have the right to cause other Contractors to work overtime and to take whatever other action is deemed necessary to avoid delay in the Substantial Completion of the Work and of the Project, and the cost and expense of such overtime and other action will be borne by the Contractor and may be set off against sums due the Contractor."

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Delete this Paragraph in its entirety. Refer to Specification Section 01 33 00 01300 - Submittals, for provisions on this subject. References to Paragraph 9.2 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

9.3 APPLICATIONS FOR PAYMENT

- 9.3.1 Delete this Subparagraph, Clauses 9.3.1.1 and 9.3.1.2, and substitute the following) "Applications for payment shall be made at approximately 30 day intervals in accordance with the dates established in the Standard Form of Agreement Between Owner and Contractor. At least 15 days before each progress payments falls due, the Contractor shall submit to the Architect, in quintuplet, an itemized Application for Payment, supported by such data sustaining the Contractor's right to payment as the Owner, or the Architect may require. The form of Application for Payment shall be AIA Document G702 Application and Certification for Payment, supported by AIA Document G703 Continuation Sheet. No other forms of Application for Payment will be acceptable. Continuation Sheet G703 shall be prepared the same as in the Schedule of Values submitted by the Contractor. Contractor's payment will be made within thirty (30) days after the Contractor's payment application is approved by the Architect. The Contractor will only be paid as described in the Owner-Contractor Agreement.
- 9.3.1.1 (Add) "Contractor shall submit with each monthly Application for Payment, 1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application, was submitted and the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, and 2) release or waivers of liens arising out of the Contract from each Subcontractor, materialmen, supplier, and laborer of the Contractor in the form of Partial Lien Waiver provided with the Contract Documents or such other form as may be approved by the Architect and Owner, and 3) City of ______ Claims Form available from the city Clerk's office located in
- 9.3.2 (To this Subparagraph, add the following) "Payment to Contractor for materials stored off site is discouraged. Where circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Architect for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:
 - .1 A list of the fabricated materials consigned to the project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
 - .2 Certification that items have been tagged for delivery to the project and that they will not be used for another purpose.
 - .3 A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party or their responsibility to complete the facility.
 - .4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.
 - .5 Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.
 - .6 Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage
- 9.3.3 (Replace with the following) "The Contractor warrants the title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment and is free and clear of all liens and encumbrances. The Contractor will indemnify the Owner and the Owner's property from any liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors or their Sub-subcontractors, regardless of tier, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, equipment, services or supplies relating to the Work, and from all cost and expenses, including attorneys' and consultants' fees incurred by the Owner in evaluating or defending against such liens, claims, security interests or encumbrances.
- 9.3.4 (Add) "Partial payments to the Contractor for labor performed under either a unit or lump sum price Contract shall be made at the rate of 90 percent (90%) of the Contract Sum.
 - .1 When the payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of the Owner; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, the Contractor will be required to replace them at its own expense, if not covered by builder's risk policy.

- .2 At the time the Work is fifty percent (50%) complete, the Contractor may request that no further retainage be withheld from future progress payments. If such request is approved by the Owner, and if the manner of completion and the Work and its progress are and remain satisfactory to the Architect, and in the absence of good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety (use AIA G707A), authorize any remaining partial payments to be paid in full."
- 9.3.5 (Add) "Partial or full payment to the Contractor(s) for material, equipment, or work in place shall not start the warranty period, refer to Division 1, Specification Section 01 60 00."
- 9.3.6 (Add) "An escrow amount shall be established in a financial institution, and an escrow agent, selected by Owner at time Contracts are executed. The establishing of an operation of the escrow account shall be in compliance with the requirements of Indiana Code 36-1-12-14.
 - .1 The escrow agent shall promptly invest escrowed principal in such obligations as shall be selected by the escrow agent in its discretion.
 - .2 The escrow agent shall hold the escrowed principal and income until receipt of notice from the Owner and the Contractor, or the Contractor and Subcontractor, specifying the portion or portions of the escrowed principal to be released from the escrow and to whom such portion or portions are to be released. Upon receipt of such notice the escrow agent shall promptly remit the designated portion of escrowed principal and the same proportion of then escrowed income.
 - .3 The escrow agent shall be compensated for its services as the parties may agree in an amount not to exceed 50 percent of the escrowed income of the escrow amount.
 - .4 See paragraph 9.10.3 for provisions of retainage in escrow and final payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 (Change text) ... "seven days" ... to read ... "fifteen days".

9.5 DECISIONS TO WITHHOLD CERTIFICATION

- 9.5.1 (Delete Clauses .1 through .7 and replace with the following)
 - .1 The Contractor is in default of the performance of any of its obligations under the Contract Documents, including, but not limited to: failure to provide sufficient skilled workers; work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; or failure to follow the directions of or instructions from the Architect or Owner.
 - .2 The Contractor is in default of the performance of any of its obligations under another Contract, which it has with the Owner.
 - .3 The filing of the third party claims or reasonable evidence that third party claims have been or will be filed.
 - .4 The Work has not proceeded to the extent set forth in the Application for Payment.
 - .5 Representations made by the Contractor are untrue.
 - .6 The failure of the Contractor to make payments to its Subcontractors, materialmen, or laborers.
 - .7 Damage to the Owner's property or the property of another Contractor or person.
 - .8 The determination by the Architect that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum.
 - .9 Liens filed or reasonable evidence indicating the probable filing of such liens with respect to the

Project."

- 9.5.4 (Add) "Contractor's application for a payment shall reflect an equal percentage amount (within 2-3 percent) for labor and materials for Work completed. The Architect may adjust applications where labor exceeds materials or where materials exceed labor quantities in the Work completed columns."
- 9.5.5 (Add) "If the Contractor disputes a determination by the Architect with regard to Certificate of Payment, and during any related dispute resolution, litigation, or other proceeding, the Contractor nevertheless shall continue to execute the Work as described in the Contract Documents."
- 9.7 FAILURE OF PAYMENT
- 9.7 (Change text) Each time "seven" appears in this Subparagraph, replace with "fourteen".
- 9.8 SUBSTANTIAL COMPLETION
- 9.8.1 (After ... "Contract Documents" ... insert the following) "...and when all required occupancy permits, if any, have been issued..."
- 9.8.2 (Add the following at the end of this Subparagraph) "...The time fixed by the Architect for the completion of all items on the list accompanying the Certificate of Substantial Completion shall not be greater than 14 days. The Contractor shall complete items on the list within such 14 day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense.
 - At the time the Architect commences the Substantial Completion Inspection, if the Architect discovers excessive additional items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion Inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion Inspection in a timely fashion, the Architect shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items within 7 days. The Architect will conduct additional inspections. The Architect will involve the Owner for 1) The cost of inspections between the termination of the initial Substantial Completion Inspection and the commencement of the satisfactory Substantial Completion Inspection, 2) The cost of inspection or review after the 7 day period established for the completion of the list by the Contractor. The Contractor shall reimburse the Owner for such cost, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents."
- 9.8.6 (Add) "The Contractor shall fully complete all Work under its Contract within fourteen (14) days of receiving a Certificate of Substantial Completion with attached list of items required to be completed or corrected. Failure to do so may serve as cause for the Owner to declare the Contractor in default and terminate the Contractor pursuant to Paragraph 14.2 of these Supplementary General Conditions."
- 9.8.7 (Add) "If Final Completion is not achieved within the allowable contract time, the contractor is subject to liquidated damages of \$2000 per calendar day past the stated Final Completion date, excluding federally or state recognized holidays."

9.8.8 (Add) Substantial Completion Date: 7/14/2024

9.8.9 (Add) Final Completion Date: 7/28/2024

- 9.9 PARTIAL OCCUPANCY OR USE
- 9.9.4 (Add) "Agreements as to the acceptance of the Work not complying with the requirements of the Contract Documents shall be in writing."

9.10 FINAL COMPLETION AND FINAL PAYMENT

- 9.10.2 (Add the following to the end of this Subparagraph) "...The Contractor shall furnish such evidence as may be necessary to show that any out-of-state subcontractor or supplier has fully met the requirements of payment of taxes as established in any law of the State or local subdivision thereof which may be in effect at the time of final payment. The Owner will require the submission of such proof or evidence before final payment will be approved or made. The following must be submitted to the Architect before approval of final payment:
 - .1 Affidavit of payment as required under this Paragraph shall be in the form of AIA Document G706 Contractor's Affidavit of Payment of Debt and Claims.
 - .2 Release of liens as required under this Paragraph shall be in the form of AIA Documents G706A -Contractor's Affidavit of Release of Liens, or as may otherwise be reasonably requested or required to comply with Indiana law.
 - .3 Consent of Surety as required under this Paragraph shall be in the form of AIA Document G707 -Consent of Surety Company to Final Payment.
 - .4 Submit releases and final unconditional waivers of lien from major subcontractor and supplier.
 - .5 Submit certification stating that no materials containing asbestos were incorporated into the Work."
 - .6 Submit certification that all punch list items have been completed."
- 9.10.3 (Add the following to the end of this Subparagraph) "...Final Payment, constituting the unpaid balance of the Contract Sum, shall be paid to the Contractor in full, including retainage or escrowed principal and escrowed income by the escrow agent, no less than 61 days following the date of Substantial Completion. If at that time there are remaining uncompleted items, an amount equal to 200 percent of the value of each item as determined by the Architect shall be withheld until said items are completed, and a Final Certificate of Payment issued by the Architect."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.2 (Add) "In the event the Contractor encounters on the site material reasonably believed to the asbestos or polychlorinated biphenyl (PCB), which results in exposure after the use of any permissible personal protective equipment that exceeds limits established by the Governmental agencies having jurisdiction over exposure to asbestos or PCB, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner in writing. Thereafter, the Contractor shall not resume Work until such time testing of the affected area by a qualified consultant hired by the owner confirms that exposure after the use of any permissible personal protective equipment is within permissible limits.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 After "take" in line 1 of this subparagraph add "all".

10.4 EMERGENCIES

10.4.1 (Add) "Nothing in this paragraph shall be construed as relieving the Contractor from the cost and responsibility for emergencies covered hereby, which with normal diligence, planning, and the close supervision of the Work as required under the Contract, could have been foreseen or prevented. The General Contractor shall provide the Owner and Architect a list of names and telephone numbers of the designated employees for each Subcontractor to be contacted in case of emergency during non-working hours. A copy of the list will also be displayed on the jobsite."

ARTICLE 11: INSURANCE AND BONDS

- 11.1 CONTRACTOR'S LIABILITY INSURANCE
- 11.1.1 (First line following the word "maintain", modify as follows): "... in a company or companies with ratings of no less than A- as determined by A.M. Best Company licensed to do business in the jurisdiction in which the project is located and to which the Owner has no reasonable objection ..."
- 11.1.2 (Add the following Clauses) "The Contractor's Insurance required by subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:
 - .1 Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability: Statutory
 - .2 Commercial General Liability Insurance, including Contractual Liability Insurance against the liability assumed hereinabove, and including Contractors' Protective Liability Insurance if the Contractor sublets to another all or any portion of the Work, with the following minimum limits:
 - Bodily injury (including death) and property damage with a combined single limit of \$5,000,000.00.
 - .3 Comprehensive Automobile Liability Insurance covering any auto used in connection with the Work, with the following minimum limits:

Bodily injury (including death) and property damage with a combined single limit of \$5,000,000.00.

"Each of the foregoing minimum limits will be reduced to \$1,000,000.00 where contract sum initially is less than \$500,000.00. The Contractor shall maintain the foregoing coverage for not less than one (1) year after the Date of Substantial Completion. The foregoing policy limits may be provided in conjunction with an umbrella policy." The following shall be listed as additional insured:

- .1 The Owner, its employees and staff.
- .2 The Architect, its employees, its consultants and their employees.

"The Contractors Commercial Liability insurance shall be written on an occurrence basis."

- 11.1.3 (Add the following to the end of this subparagraph) "Within two (2) business days of a request from the Owner or the Architect, the Contractor will provide the Owner with true copies of any insurance policies under which the coverages required herein are provided. Certificates of Insurance shall be submitted on the latest edition of AIA Form G705 or Accord form as acceptable to the Architect."
- 11.1.5 (Add) Contractor's commercial general liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - .1 Premises-Operations 9including X-C/U as applicable).
 - .2 Independent Contractors' Protective.
 - .3 Products and Completed Operations.
 - .4 Personal Injury Liability, coverages A, B, and C, with Fellow Employee Exclusion deleted.
 - .5 Contractual including specified provision for Contractor's obligations under Paragraph 3.18.
 - .6 Owned, non-owned and hired motor vehicles.
 - .7 Broad Form Property Damage including Completed Operations.
 - .8 Stopgap liability for \$100,000.00 limit.
- 11.1.6 (Add) "The Contractor shall require all Subcontractors to provide Workers' Compensation. Comprehensive General Liability, and Automobile Liability Insurance with the same minimum limits specified herein."+-

11.3 PROPERTY INSURANCE

11.3.1 (Delete the phrase "without optional deductibles" at the end of the first sentence in this subparagraph. Add the following at the end of this subparagraph): "The amount of any self insurance or deductible will not exceed \$1,000.00 without the written approval of the Contractor."

11.3.1.1 (Add sub-subparagraph)

- ".1 The property insurance purchased by the Owner shall be in the form as indicated and provide such coverage as selected by the Owner. The Owner will make the policy available for inspection and copying by the Contractor. This insurance is not intended and will not cover machinery, tools, and equipment which will not be a permanent part of the project. The Contractor shall bear the entire risk of loss with respect to such machinery, tools, and equipment.
- 11.3.1.3 (Add) "The Contractor shall be responsible for any minimum deductible or self insurance up to \$1,000.00 per claim. Above such limit, the Owner shall be responsible.

11.3.1.4 Delete

- 11.3.6 (Delete first sentence and replace with the following) "The Owner shall maintain copies of the insurance it is required to purchase and maintain hereunder at its offices and shall permit the Architect or the Contractor to inspect the policies during normal business hours and upon reasonable advance written notice..."
- 11.3.9 (After "reach" in third sentence delete the remainder of this sentence and replace with the following) ..."or if the Parties are unable to reach agreement, by litigation in the Common Pleas Court."
- 11.3.10 Delete the last sentence.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

- 12.2.1 (Replace this Subparagraph with the following) "Within 48 hours after written notices from the Architect, or the Owner (except such period shall be 7 days when notice is given after final payment) that the work does not conform to the Contract Documents, or immediately upon oral notice, if the nonconformance constitutes a threat to the safety of persons or property, the Contractor, without waiting for the resolution of disputes that may exist i) shall commence to correct such nonconformance, ii) shall thereafter use its best efforts to where an extension of time is granted in writing by the Owner, shall complete necessary corrections so that the nonconformance is eliminated to the satisfaction of the Architect, and the Owner within 7 days of such notice. The Contractor shall bear all costs of correcting the nonconformance, including additional testing and inspections and additional service fees of the Architect. The notice provided for in this Subparagraph 12.2.1 may be given at any time. It is the intent that the obligations under this Subparagraph 12.2.1 shall continue to apply after final completion and final payment."
- 12.2.6 (Add) "If the Contractor fails to correct nonconforming Work as provided in Subparagraph 12.2, the Owner may correct it in accordance with Paragraph 2.4. If the Subcontractor does not proceed with correction of such nonconforming Work as provided in Subparagraph 12.2.1, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense." ...

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3 (Add the following sentence to the end of this subparagraph) "...The acceptance of nonconforming Work by the Owner shall be by written Change Order, signed by the Owner's authorized representative. No person has authority to accept nonconforming work except pursuant to such written Change Order."

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.5 TESTS AND INSPECTIONS

- 13.5.1.1 (Add) "Refer to Specification Section 01 45 00 Quality Control and Testing Laboratory Services for additional provisions on this subject."
- 13.5.4 (Delete this Subparagraph in its entirety and replace with the following) "Certificates of inspection, testing, or approval, as required by Paragraphs 13.5.1 or 13.5.2, shall be secured by the Contractor using an independent agency, subject to the approval of the Architect, and Owner. The independent agency shall complete field work, testing, and prepare the test reports, logs, and certificates promptly; and deliver the required number of copies directly to the Architect."

13.6 INTEREST

Delete this Paragraph in its entirety. References to Paragraph 13.6 elsewhere in the Contract Documents shall also be deleted.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

- 14.1 TERMINATION BY THE CONTRACTOR
- 14.1 (Delete Subparagraphs 14.1.1., 14.1.2, and 14.1.3 and replace the following)
- 14.1.1 "Events of Default; each of the following constitutes an event of default of the Contractor:
 - .1 The failure of the Contractor to perform its obligation under the Contract Documents or under the Contract Documents pertaining to other agreement which the Contractor may have with the Owner and to proceed to commence to correct such failure within 48 hours after written notice thereof from the Owner, or the Architect or such lesser time as is provided in the Contract Documents, or ii) thereafter to use its best efforts to correct such failure to the satisfaction of the Owner, or, iii) except where an extension of time is granted in writing by the Owner, to correct such failure within 30 days after written notice thereof.
 - .2 The failure of the Contractor to pay its obligations as they become due, or the insolvency of the Contractor."
- 14.1.2 "Owner's Remedies; upon the occurrences of an event of default the Owner will have the following remedies, which will be cumulative:
 - .1 To order the Contractor to stop the Work or part of it, in which case the Contractor will do so immediately;
 - .2 To perform through others all or part of the Work remaining to be done and to deduct the cost thereof from the unpaid of the Contract Price;
 - .3 To terminate this Agreement and take possession, for the purpose of completing the Work or part of if, materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ a person or persons to complete the Work, including the Contractor's employees, and the Contractor will not be entitled to receive further payment until the Work is completed;
 - .4 Other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents."
- 14.1.3 "Payments Due Contractor: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation of the Architect's additional services and costs, expenses, or damages incurred by the Owner as a result of the event of default, including attorney's fees and the administrative expensive of the Owner's staff, such excess will be paid by the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Owner. The amounts to be paid by the Owner or the Contractor will be certified by the Architect, and such certification will be final determination of the amount owed, except for sums coming due thereafter. The obligations under this Subparagraph will survive the termination of this

Agreement."

14.2 TERMINATION BY THE OWNER FOR CAUSE

- 14.2.1 (Replace with the following) "The Contract may be terminated by the Owner in whole or in part without cause and for its convenience on three (3) days written notice to the Contractor. In the event of such termination for convenience, the Contractor shall be compensated for that portion of the contract sum earned to the date of termination, but Owner shall not be liable for any additional or other consequential damages. Such entitlement of Contractor shall constitute Contractor's sole and exclusive remedy and recover, and in no event shall the Contractor be entitled to recover anticipated profits and overhead on unperformed Work by reason of such termination for convenience."
- 14.2.5 (Add) "Owner shall have the right to terminate the Contract at any time upon three (3) days' written notice to contractor in the event Owner is unable to obtain or maintain financing for the portion of the Work as yet unfinanced or uncompleted. Owner shall be obligated to pay Contractor that portion of the Contract Sum earned to the date of termination, but Owner shall not be liable for any additional or other consequential damages."
- 14.2.6 (Add) "The occurrence of any labor dispute, work stoppage, strike (including sympathetic strike), slow down, picketing, or any other activity directly or indirectly attributable to Contractor's employees, either caused by them or resulting from their employment on the Project which interrupts, interferes with or delays the Work of Contractor or other separate contractors shall constitute a breach of Contract. In such event, the Owner shall have the right, in addition to any other rights and remedies provided by this Contract or the Contract Documents, or by law, following two (2) days' written notice to the Contractor, to terminate this Contract or any part thereof for all or any portion of the Work, and for purpose of completing the Work, to enter upon the premises and take possession in the same manner, to the same extent, and upon the same terms and conditions as set forth in Subparagraph 14.2.3."
- 14.2.7 (Add) "If termination of the Contract is effectuated by Owner for cause resulting from Contractor's failing to substantially perform in accordance with the terms of the Contract, and it is subsequently found or determined in legal proceedings that the Contractor was not in substantial breach of the Contract by failure to perform in accordance with its terms, or that such failure was caused through fault of the Owner, then such termination shall be deemed to be a termination for convenience pursuant to Subparagraph 14.2.1, and the Contractor's remedy and recovery as against the Owner shall, in such case, be limited to the payments provided by such Subparagraph 14.2.1."
- 14.2.8 (Add) "With fixed and agreed liquidated damages provided in the Contract, if the Owner terminates for cause the Contractor's right to proceed, the resulting damage to the Owner will consist of such liquidated damages until such reasonable time as may be required for final completion of the Work, together with any increased cost and expenses, including attorneys' fees, occasioned or incurred by Owner in completing the Work."

ARTICLE 15: CLAIMS AND DISPUTES

15.1.1 (Add to the end of Subparagraph 15.1.1) "...The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims Act, 31 USC Section 3729 et seq.) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim, the claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of _____ and executed by an authorized representative of the Contractor, which states that:

The Claim which is submitted herewith complies with Subparagraph 15.1.1 of the Supplementary General Conditions, which provides that the Contractor shall not knowingly present or cause to be a false or fraudulent Claim."

15.3 MEDIATION

Delete this Paragraph in its entirety. This Paragraph does not apply to this Project. References to Paragraph 4.5 and mediation elsewhere in the Contract Documents shall also be deleted and are not applicable for this Project.

15.4 ARBITRATION

Delete this Paragraph in its entirety. This Paragraph does not apply to this Project. References to Paragraph 4.6 and arbitration elsewhere in the Contract Documents shall also be deleted and are not applicable for this Project.

ARTICLE 16: (Add the following) EQUAL OPPORTUNITY

16.1 POLICIES OF EMPLOYMENT

- 16.1.1 The Contractor shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices forth the policies of non-discrimination.
- 16.1.2 The Contractor shall in solicitations or advertisements for employees placed by them or on their behalf, state that qualified applicants will receive consideration without regard to race, religion, color, sex, or national origin.

END OF SECTION 00 73 00

SECTION 09 29 00 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - Non-load-bearing steel framing members.
 - 2. Glass-mat water-resistant gypsum board.

1.2 DEFINITIONS

A. Gypsum Board Construction Terminology: Refer to ASTM C11 and GA-505 for definitions of terms related to gypsum board assemblies not defined in this Section or in other referenced standards.

1.3 SUBMITTALS

- A. All gypsum board products and accessories specified in this Section shall be submitted as a single package as practicable. Separate submittals for each system or product may not be acceptable.
- B. <u>Do not submit MSDS or SDS sheets with product data submittal.</u> Architect is not responsible for review of this information as practicable. Submittals that include MSDS or SDS data sheets may be returned as rejected.
- C. Product certificates signed by manufacturers of gypsum board assembly components certifying that their products comply with specified requirements.
- D. Product data for each type of product specified, including wall boards, metal studs, deflection track, and other shapes, fasteners, and finishing materials.

1.4 QUALITY ASSURANCE

- A. Materials or operations specified by reference to the published specifications of a manufacturer or other published standards shall comply with the requirements of the standards listed.
 - 1. Standards include ASTM C840 and GA216.
- B. Refer to "Recommended Specification on Levels of Gypsum Board Finish" as published by the Gypsum Association (and AWCI/CISCA/PDCA) for finish levels required herein.
- C. Single-Source Responsibility for Steel Framing: Obtain steel framing members for gypsum board assemblies from a single manufacturer.
- D. Single-Source Responsibility for Finishing Materials: Obtain finishing materials from either the same manufacturer that supplies gypsum board and other panel products or from a manufacturer acceptable to gypsum board manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Neatly stack gypsum panels flat to prevent sagging.
- C. Handle gypsum board to prevent damage to edges, ends, and surfaces. Do not bend or otherwise damage metal corner beads and trim.

1.6 PROJECT CONDITIONS

- A. Environmental Conditions: Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C 840 and with gypsum board manufacturer's recommendations.
- B. Room Temperatures: For non-adhesive attachment of gypsum board to framing, maintain not less than 40 deg F For adhesive attachment and finishing of gypsum board, maintain not less than 50 deg F for 48 hours prior to application and continuously after until dry. Do not exceed 95 deg F when using temporary heat sources.
- C. Ventilation: Ventilate building spaces, as required, for drying joint treatment materials. Avoid drafts during hot dry weather to prevent finishing materials from drying too rapidly.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Steel Framing and Furring:
 - a. Clark Dietrich Metal Framing, Inc., Westchester, OH
 - b. Telling Industries, Willoughby, OH
 - c. Craco Manufacturing, York, SC
 - d. MRI Steel Framing, LLC, Hinsdale, IL
 - e. Marino\Ware. East Chicago. IN
 - f. MBA Metal Framing, Libertyville, IL
 - g. The Steel Network, Inc., Durham, NC
 - 2. Gypsum Board and Related Products:
 - a. Georgia-Pacific Corp. Atlanta, GA
 - b. CertainTeed Gypsum, Valley Forge, PA
 - c. Fry Reglet; Alpharetta, GA
 - d. Pittcon Industries, Riverdale, MD
 - e. United States Gypsum Company, Chicago, IL
 - f. National Gypsum Co., Charlotte, NC
 - 3. Non-Rated Deflection Track:
 - a. "Max-Track" by Clark Dietrich, Westchester, OH
 - b. "True-Action Slotted Track" by Telling Industries, Willoughby, OH
 - c. "Slotted Slip Track" by Craco Mfg, York, SC

d. "Slotted Track" by MRI Steel Framing, LLC, Hinsdale, IL

2.2 STEEL FRAMING FOR WALLS AND PARTITIONS

- A. Provide steel framing members complying with the following requirements:
 - Component Sizes: As indicated but not less than that required to comply with ASTM C 754 under the following maximum deflection and lateral loading conditions:
 - a. Maximum Deflection: L/240 at 5 lbf per sq. ft.
 - 2. Protective Coating: G-40 hot-dip galvanized coating per ASTM C 645.
- B. Steel Studs and Runners: ASTM C 645, with flange edges of studs bent back 90 deg and doubled over to form 3/16-inch-wide minimum lip (return) and complying with the following requirements for depth:
 - 1. Depth: 3-5/8 inches, unless otherwise indicated.
- C. Fasteners for Metal Framing: Provide fasteners of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendations of gypsum board manufacturers for applications indicated.
- D. Unless indicated otherwise, metal stud framing shall be formed from the following gauge metal. If two conditions apply in the following listing, use the heavier gauge:
 - 1. Framed openings (heads and jambs of openings) 16 gauge.
 - 2. Remaining metal studs 20 gauge.
- E. Runners: Galvanized steel, sizes and gauges as recommended by the steel stud manufacturer for the wall systems indicated. Runners shall not be lighter than 20 gauge. Comply with ASTM C645. Flex-C Trac by Flex-Ability Concepts Edmund, OK or equal may be used in lieu of cutting top and bottom tracks at curved partitions.

2.3 FRAMING COMPONENTS FOR SUSPENDED CEILINGS

- A. Provide components of sizes indicated but not less than that required to comply with ASTM C 754 for conditions indicated.
- B. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft temper.
 - 1. Tie wire shall be 18 gauge galvanized annealed wire.
 - 2. Hanger wire shall be 8 gauge galvanized annealed wire.
- C. Hanger Rods: Mild steel and zinc-coated or protected with rust-inhibitive paint.
- D. Flat Hangers: Mild steel and zinc-coated or protected with rust-inhibitive paint.
- E. Angle-Type Hangers: Angles with legs not less than 7/8 inch wide, formed from 0.0635-inch-thick galvanized steel sheet complying with ASTM A 446 Coating Designation G90, with bolted connections and 5/16-inch-diameter bolts.

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- F. Channels: Cold-rolled steel, 0.05980-inch-minimum thickness of base (uncoated) metal and 7/16-inch-wide flanges, and as follows:
 - 1. Carrying Channels: 1-1/2 inch deep, 475 lb per 1000 feet, unless otherwise indicated.
 - 2. Furring Channels: 7/8 inch deep, 325 lb per 1000 feet, unless otherwise indicated.
 - 3. Finish: G-90 hot-dip galvanized coating per ASTM A 525 for framing for exterior soffits and where indicated.
- G. Steel Rigid Furring Channels: ASTM C 645, hat-shaped, depth of 7/8 inch, and minimum thickness of base (uncoated) metal as follows:
 - 1. Thickness: 0.0329 inch, unless otherwise indicated.
- H. Protective Coating: G40 hot-dip galvanized coating per ASTM A 525.
- I. CONTRACTOR'S OPTION (DRYWALL GRID):
 - Steel framing components for suspended gypsum board ceilings may be drywall grid as follows in lieu of the carrying and furring channels as specified above:
 - a. "Frameall Flat Drywall Grid" and "Quikstik Drywall Grid" by Armstrong World Industries
 - b. or equal by USG.
 - 2. Consists of pre-engineered drywall main beams and drywall cross tees as required for room, ceiling height and configuration.
 - 3. Provide all items and accessories as required for a complete installation in every respect.
- J. This system is preferred over the carrying channels, furring channels and other hangers as specified above.

2.4 GYPSUM BOARD PRODUCTS

- A. Provide gypsum board of types indicated in maximum lengths available to minimize end-to-end butt joints.
 - 1. Thickness: Provide gypsum board 5/8 inch thick to comply with ASTM C 840 for application system and support spacing indicated.
- B. Gypsum Wallboard: ASTM C 36 and as follows:
 - 1. Type: Provide Type C at ceilings.
 - 2. Edges: Tapered.
 - 3. Thickness: 5/8 inch, unless otherwise noted.
 - 4. Type: WR or MR gypsum board as may be indicated.
- C. Glass-Mat Water-Resistant Gypsum Board: ASTM C1177, latest edition, of type and thickness indicated below:
 - 1. Type and Thickness: Type "X", 5/8 inch thick, unless otherwise indicated.
 - 2. Product: Subject to compliance with requirements, provide "Dens-Glass Gold" manufactured by Georgia Pacific Corp., Atlanta, Georgia;
 - 3. GlasRoc by BPB America, Inc. is an acceptable equal.

2.5 TRIM ACCESSORIES

- A. Accessories for Interior Installation: Corner beads, edge trim, and control joints complying with ASTM C 1047 and requirements indicated below:
 - 1. Shapes indicated below by reference to Fig. 1 designations in ASTM C 1047:
 - a. Cornerbead on outside corners, unless otherwise indicated.

2.6 JOINT TREATMENT MATERIALS

- A. Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of sheet products and of joint treatment materials for each application indicated.
- B. Joint Tape for Gypsum Board: Paper reinforcing tape, unless otherwise indicated.
- C. Setting-Type Joint Compounds for Gypsum Board: Factory-packaged, job-mixed, chemical-hardening powder products formulated for uses indicated.
 - 1. There setting-type joint compounds are indicated as a taping compound only or for taping and filling only, use formulation that is compatible with other joint compounds applied over it.
 - 2. For prefilling gypsum board joints, use formulation recommended by gypsum board manufacturer for this purpose.
 - 3. For filling joints and treating fasteners of water-resistant gypsum backing board behind base for ceramic tile, use formulation recommended by the gypsum board manufacturer for this purpose.
 - 4. For topping compound, use sandable formulation.

2.7 MISCELLANEOUS MATERIALS

- A. Provide auxiliary materials for gypsum board construction that comply with referenced standards and recommendations of gypsum board manufacturer.
- B. Steel drill screws complying with ASTM C 1002 for the following applications:
 - 1. Fastening gypsum board to steel members less than 0.03 inch thick.
 - 2. Fastening gypsum board to gypsum board.
- C. Steel drill screws complying with ASTM C 954 for fastening gypsum board to steel members from 0.033 to 0.112 inch thick.
- D. Corrosion-resistant-coated steel drill screws of size and type recommended by board manufacturer for fastening cementitious backer units.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates to which gypsum board assemblies attach or abut, installed hollow metal frames, cast-in-anchors, and structural framing with Installer present for compliance with requirements for installation tolerances and other conditions affecting performance of assemblies specified in this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

GYPSUM BOARD

3.2 PREPARATION

- A. Ceiling Anchorages: Coordinate installation of ceiling suspension systems with installation of overhead structural assemblies to ensure that inserts and other provisions for anchorages to building structure have been installed to receive ceiling hangers that will develop their full strength and at spacing required to support ceilings.
 - 1. Furnish concrete inserts and other devices indicated to other trades for installation well in advance of time needed for coordination with other construction.

3.3 INSTALLING STEEL FRAMING, GENERAL

- A. Steel Framing Installation Standard: Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.
- B. Install supplementary framing, blocking, and bracing at terminations in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with recommendations of gypsum board manufacturer.
- C. Isolate steel framing from building structure to prevent transfer of loading imposed by structural movement. Comply with details shown on Drawings, or if not shown, use vertical sliding slide clip application or use of deflection track and plate track two-piece system, or slip-joint with U-channel.
 - 1. There building structure abuts ceiling perimeter or penetrates ceiling.
 - 2. There partition framing and wall furring abut structure, including steel beams, steel joists, at bottom of roof decks and floor decks, except at floor.
 - a. Provide slip-type joints as detailed to attain lateral support and avoid axial loading.
- D. Do not bridge building expansion and control joints with steel framing or furring members. Independently frame both sides of joints with framing or furring members as indicated.
- E. Provide all required accessories for a complete installation in every respect.

3.4 INSTALLING STEEL FRAMING FOR WALLS AND PARTITIONS

- A. Install runners (tracks) at floors, ceilings, and structural walls and columns where gypsum board stud assemblies abut other construction.
 - 1. Where metal framing is installed directly against exterior walls, install asphalt felt strips between studs and wall.
- B. Installation Tolerances: Install each steel framing and furring member so that fastening surfaces do not vary more than 1/8 inch from the plane formed by the faces of adjacent framing.
- C. Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Cut studs short of full height to allow for roof or floor above, structural deflection. Calculate and indicate on submittals. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
- Terminate partition framing at suspended ceilings where indicated and continue to structure above where indicated.

GYPSUM BOARD

- E. Install steel studs and furring in sizes and at spacings indicated but not less than that required by the referenced steel framing installation standard to comply with maximum deflection and minimum loading requirements specified:
 - 1. Space all studs at 16 inches o.c.
- F. Install steel studs so that flanges point in the same direction and so that leading edges or ends of each gypsum board can be attached to open (unsupported) edges of stud flanges first.

3.5 APPLYING AND FINISHING GYPSUM BOARD, GENERAL

- A. Gypsum Board Application and Finishing Standards: Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
- B. Install ceiling board panels across framing to minimize the number of abutting end joints and avoid abutting end joints in the central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install wall/partition board panels to minimize the number of abutting end joints or avoid them entirely. Stagger abutting end joints not less than one framing member in alternate courses of board. At stairwells and other high walls, install panels horizontally with end abutting joints over studs and staggered.
- D. Install gypsum panels with face side out. Do not install imperfect, damaged, or damp panels. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- E. Locate both edge or end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Position adjoining panels so that tapered edges abut tapered edges, and field-cut edges abut field-cut edges and ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions. Avoid joints at corners of framed openings where possible.
- F. Attach gypsum panels to steel studs so that the leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- G. Attach gypsum panels to framing provided at openings and cutouts.
- H. Form control joints and expansion joints at locations indicated and as detailed, with space between edges of adjoining gypsum panels, as well as supporting framing behind gypsum panels. Provide control joints spread not more than 30 feet on center in partitions. Not more than 50 feet on center in gypsum board ceilings.
 - Control Joint: Apply over face of gypsum board where specified. Cut to length with a fine-toothed hacksaw (32 teeth per inch). Cut end joints square, butt together and align to provide neat fit. Attach control joint to gypsum board with fasteners spaced 6 inches o.c. maximum along each flange. Remove plastic tape after finishing with joint compound or veneer finish.
 - a. Leave a $\frac{1}{2}$ inch continuous opening between gypsum boards for insertion of surface-mounted joint.
 - b. Interrupt wood floor and ceiling plates with a ½ inch gap, wherever there is a control joint in the structure.
 - c. Do not attach gypsum board to steel studs on one side of control joint.
 - d. Provide separate supports for each control joint flange.
 - e. Provide an adequate seal and an additional layer of Type "X" gypsum board behind control joints where sound or fire ratings are prime considerations.

GYPSUM BOARD

Addendum #2 – 4/2/2024 Addendum #3 – 4/16/2024 Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's recommendations.

3.6 GYPSUM BOARD APPLICATION METHODS

- A. Single-Layer Application: Install gypsum wallboard panels as follows:
 - 1. On ceilings, apply gypsum panels prior to wall/partition board application to the greatest extent possible and at right angles to framing, unless otherwise indicated.
- B. Single-Layer Fastening Methods: Apply gypsum panels to supports as follows: Fasten with screws.

3.7 INSTALLING TRIM ACCESSORIES

- A. General: For trim accessories with back flanges, fasten to framing with the same fasteners used to fasten gypsum board. Otherwise, fasten trim accessories according to accessory manufacturer's directions for type, length, and spacing of fasteners.
- B. Install corner beads at external corners.
- C. Install edge trim where edge of gypsum panels would otherwise be exposed or semi-exposed. Provide edge trim type with face flange formed to receive joint compound except where other types are indicated.
 - 1. Install LC-bead where gypsum panels are tightly abutted to other construction and back flange can be attached to framing or supporting substrate.
 - 2. Install L-bead where edge trims can only be installed after gypsum panels are installed.
 - 3. Install U-bead where indicated.
- D. Install control joints at locations indicated, and where not indicated according to ASTM C 840, and in locations approved by Architect for visual effect.
- E. All trim, accessories and corner beads shall be installed using screws. "Crimping" tool and staple attachment is not allowed.

3.8 FINISHING GYPSUM BOARD ASSEMBLIES

- A. Apply joint treatment at gypsum board joints (both directions); flanges of corner bead, edge trim, and control joints; penetrations; fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration and levels of gypsum board finish indicated.
- B. Prefill open joints, rounded or beveled edges, and damaged areas using setting-type joint compound.
- C. Apply joint tape over gypsum board joints and to trim accessories with concealed face flanges as recommended by trim accessory manufacturer and as required to prevent cracks from developing in joint compound at flange edges.
- D. Levels of Gypsum Board Finish: Provide the following levels of gypsum board finish per GA-214.
 - Level 4: Joints and interior angles shall have tape embedded in joint compound and three separate coats of joint compound applied over joints, angles, fastener heads, and accessories. Joint compound shall be smooth and free of tool marks and ridges. Note: Prepare surface to be coated with a primer/sealer prior to the application of final finishes. This finish level shall be used where textured finishes, wall coverings, and painted finishes are to be applied.

GYPSUM BOARD

Addendum #2 – 4/2/2024 Addendum #3 – 4/16/2024

3.9 CLEANING AND PROTECTION

- A. Promptly remove any residual joint compound from adjacent surfaces.
- B. Provide final protection and maintain conditions, in a manner suitable to Installer that ensures gypsum board assemblies remain without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide labor, materials, and equipment necessary for complete installation of acoustical panel ceilings and related items indicated on Drawings and specified herein including the removal and renovation of existing systems as indicated.
- B. Review "Room Finish Schedule" and Mechanical and Electrical Drawings for type of material, layout, and pattern of acoustical units, location of recessed light fixtures, ceiling diffusers and grilles, details of suspension system, details at change of level, details at ceiling penetrations, details of fire rated acoustical treatment, access doors, special edge treatment, and necessary connections to work of other trades.

1.2 SUBMITTALS

- A. All acoustical panel ceiling products and accessories specified in this Section shall be submitted as a single package as practicable. Separate submittals for each system or product may not be acceptable.
- B. <u>Do not submit MSDS or SDS sheets with product data submittal.</u> Architect is not responsible for review of this information as practicable. Submittals that include MSDS or SDS data sheets may be returned as rejected.
- C. Product data for each type of product specified.
- D. Coordination drawings for reflected ceiling plans drawn accurately to scale and coordinating penetrations and ceiling-mounted items. Show the following:
 - 1. Ceiling suspension members.
 - 2. Method of attaching hangers to building structure.
 - 3. Size and location of initial access modules.
 - 4. Ceiling-mounted items including light fixtures; air outlets and inlets; speakers; sprinkler heads; and special moldings at walls, column penetrations, and other junctures with adjoining construction.
- E. Samples for verification purposes of each type of exposed finish required, prepared on samples of size indicated below and of same thickness and material indicated for final unit of Work. Where finishes involve normal color and texture variations, include sample sets showing full range of variations expected.
- F. Qualification data for firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include list of completed projects with project names, addresses, names of Architects and Owners, and other information specified.
- G. Research reports or evaluation reports of the model code organization acceptable to authorities having jurisdiction that show compliance of acoustical ceiling system and components with building code in effect for Project
- H. Product test reports from qualified independent testing laboratory that are based on its testing of current products for compliance of acoustical ceiling systems and components with requirements.
- I. Submit pre-installation conference meeting minutes as specified herein.

J. Submit warranties as specified herein.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has successfully completed acoustical ceilings similar in material, design, and extent to that indicated for Project.
- B. Fire Performance Characteristics: Provide acoustical ceilings that are identical to those tested for the following fire performance characteristics, per ASTM test method indicated below, by UL or other testing and inspecting organizations acceptable to authorities having jurisdiction. Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
 - Surface Burning Characteristics: As follows, tested per ASTM E84 and complying with ASTM E 1264 for Class A products.

a. Flame Spread: 25 or less.

- b. Smoke Developed: 50 or less.
- 2. FIre-Resistance Ratings: As indicated by reference to design designations in UL Fire Resistance Directory, for types of assemblies where acoustical ceilings function as a fire ceiling assembly and tested per ASTM E119.
 - Protect lighting fixtures and air ducts to comply with requirements indicated for rated assembly.
- C. Single-Source Responsibility for Ceiling Units: Obtain each type of acoustical ceiling unit from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.
- D. Single-Source Responsibility for Suspension System: Obtain each type of suspension system from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.
- E. Coordination of Work: Coordinate layout and installation of acoustical ceiling units and suspension system components with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system components, and partition system.
 - 1. Confirm MEP/FP above-ceiling review with the Architect/Engineers has occurred and has been documented prior to installation of acoustical ceiling tile.
- F. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.
- D. Packages required under this Section shall be properly marked on the outside with the identification of the materials contained in the package, so that they may be readily identified with the location to be used.

1.5 PROJECT CONDITIONS

A. Space Enclosure: Do not install interior acoustical ceilings until space is enclosed and weatherproof, wet work in space is completed and nominally dry, work above ceilings is complete, and ambient conditions of temperature and humidity will be continuously maintained at values near those indicated for final occupancy.

1.6 EXTRA MATERIALS

- A. Maintenance Stock: Under this Section furnish to the Owner before final acceptance, extra maintenance stock of acoustical materials, consisting of a minimum of one (1) two (2) three (3) five (5) ten (10) percent of area of each size, type, and thickness installed on the job. This extra stock is for the Owner's use after completion of the Project and is not to be used for repair or replacement required during the construction period or during the 60-day period following Substantial Completion. Properly package, seal, and identify extra stock material,
- B. Replacement Stock: In addition to the maintenance stock specified above, provide extra replacement stock of acoustical materials, consisting of a minimum of one (1) two (2) three (3) five (5) ten (10) percent of area of each size, type and thickness installed on the job.
 - Extra stock is for replacement of damaged materials during the 60-day period following Substantial Completion, when the party responsible for the damage cannot be ascertained by the Owner's agent.
 - 2. Replacement stock that is not used shall be furnished to the Owner as maintenance stock.

1.7 WARRANTY

- A. Acoustical Panel: Submit a written warranty executed by the manufacturer agreeing to repair or replace acoustical panels that fail within the warranty period. Failures include: sagging and warping, and rusting of the suspension system and components.
- B. Warranty Periods:
 - 1. Acoustical Panels: Ten (10) years from the Date of Substantial Completion.
 - 2. Grid: Ten (10) years from the Date of Substantial Completion.
 - 3. Acoustical panels and grid system provided by the same manufacturer shall be warranted for fifteen (15) years from the Date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Acoustical Panel Ceilings
 - 1. Armstrong World Industries, Lancaster, PA
 - 2. USG Interior Systems, Chicago, IL

2.2 MATERIALS

A. Acoustical Ceiling Tile: Provide manufacturer's standard tiles of configuration indicated and item numbers indicated, that comply with ASTM E1264 classifications as designated by type, form, pattern, acoustical rating, and light reflectance unless otherwise noted. Finish shall be factory applied, washable, white latex paint, unless noted otherwise.

1. APC-1:

- Armstrong Item No. 607 square edge lay-in "Ceramaguard Fine Fissured" 5/8 inch thick by 24 inches by 24 inches, perforated, fire resistive (UL labeled) with CAC of 40 minimum. Washable and scrubbable. Color: white. LR = 0.79.
- B. Standard for Acoustical Ceiling Units: Provide manufacturers' standard units of configuration indicated that comply with ASTM E1264 classifications as designated by reference to types, patterns, acoustical ratings, and light reflectance's, unless otherwise indicated.
- C. Colors and Patterns: Provide products to match appearance characteristics indicated under each product type.
 - For acoustical ceiling units whose appearance characteristics are indicated by reference to ASTM E
 1264 designations for pattern and not by limiting to the naming of one or more products or
 manufacturers, provide Architect's selections from each named manufacturer's full range of standard
 products of type, color, pattern, and light reflectance indicated.
- D. Antimicrobial Treatment for Type APC-1 ceilings: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D3273, ASTM D3274, or ASTM G21 and evaluated according to ASTM D3274 or ASTM G21.

2.3 CEILING SUSPENSION SYSTEMS

- A. Acoustical ceiling suspension systems materials shall be products of the following manufacturers, and are the type, size, function, quality, and arrangement required.
- B. Other Acceptable Manufacturers: Products of the following manufacturers are acceptable providing they meet or exceed the requirements and specifications of the specified product:
 - 1. "Chicago Metallic 200 Snap-Grid 15/16" Exposed" by Rockfon North America, Chicago, IL
 - 2. "Prelude XL 15/16" Exposed Tee" "Donn DX / DXL Suspension System" by USG Interior Systems, Chicago, IL
 - 3. "15/16" EZ Stab Classic System" by CartainTeed Corporations, Tampa, FL
- C. Suspension systems shall meet or exceed the requirements of ASTM C635 for dimensional tolerances, coatings and finishes, and load carrying capabilities. Grid color shall match with no variance in color to the tile. Individual component deflection shall not exceed 1/360 of the span.
- D. Finishes and Colors: Provide hot-dipped galvanized finish (G-30 minimum) on all ceiling suspension components. Exposed surfaces of suspension system components shall receive a white baked-on enamel paint.
- E. Acoustical Lay-In Suspension System: Armstrong "Prelude XL System" snap grid exposed hot-dipped galvanized grid with 15/16" face; or equal by other listed manufacturers. This type of suspension system shall be used at all ceilings unless specified otherwise herein.
- F. Provide hold down clips and edge clips at the following lay-in ceiling areas:
 - 1. B101, B102, C101, C102, M101, M102, B201, B202, M201, M202, B301, B302, M301, M302
- G. Wall channel, except as specified following; shall be Armstrong hemmed edge type.
- H. Rough Suspension Materials:

- Metal Channel Runners: 1 ½ inch, 475 pounds per thousand lineal feet and ¾ inch, 300 pounds, per thousand lineal feet, cold rolled painted channels.
- 2. Hanger and Tie Wire: Not less than 12 gauge galvanized soft annealed steel.
- 3. Wood Plank Suspension Systems: Provide the required wood plank clip system that attaches to the suspension system for a complete installation.
- I. Do not hang suspension system from metal floor or roof decks.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and structural framing to which ceiling system attaches or abuts, with Installer present, for compliance with requirements specified in this and other sections that affect installation and anchorage of ceiling system. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.
 - Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.
- B. Testing Substrates: Before installing adhesively applied tile on wet-placed substrates such as cast-in-place concrete or plaster, test and verify that moisture level is below tile manufacturer's recommended limits.
- C. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less-than-half-width units at borders, and comply with reflected ceiling plans.
- D. Refer to Room Finish Schedule and Legend for spaces to receive acoustical ceiling tile. Grid shall be laid out and coordinated for lighting fixtures and mechanical system items.
- E. Application of acoustical treatment shall be done by the manufacturer of his authorized applicator and in strict accordance with the manufacturer's specifications, except as herein modified.
- F. The installation of the ceiling shall be done before the installation of shelving, built-in counters, and finished floors; but after the other work in the room has been completed, including painting, unless otherwise approved by the Architect.

3.3 INSTALLATION

- A. Support ceiling suspension system from building structural steel and joists. Provide steel angles or uni-strut system between structural members and steel joists. Do not attach directly to metal roof deck.
- B. Install suspension wires 4 foot on centers, maximum, both directions. Secure suspension hangers to building structure above. For lighting fixtures install hanger wires to runners at all 4 corners of fixtures. Do not attach hanger wire to metal roof or floor decks, electrical, or mechanical equipment or related support systems.
 - 1. Suspension wires, straps, and chains shall not be attached to or through steel roof decks.

- C. Install metal channel by saddle tying hanger wire or with leveling clips to a leveling tolerance of 1/8 inch in 12 feet each way.
- D. Install grid suspension system in strict accordance with the manufacturer's recommendations.
- E. Install wall angle at intersection of suspended ceiling and vertical surfaces. Where plenum space occurs above ceiling, apply continuous ribbon of acoustical adhesive or caulking compound on top of vertical wall angle after installation.
- F. Install acoustical units in a true and even plane, in straight line courses following lay out pattern shown in reflective ceiling plan. If no reflective ceiling plan is indicated, lay out symmetrically about center lines of ceiling or panel, continuing pattern through wall openings. Border tile shall not be less than 6 inches wide. Fit border units neatly against vertical surfaces.
- G. Recessed fixtures in fire rated ceiling assemblies shall be protected per UL requirements using "tent" type assemblies to comply with the fire ratings indicated in the Finish Schedule. Use hold-down clips and edge clips at border units.
- H. Seal joints in acoustical units around pipes, ducts, and electrical outlets with caulking compound.
- I. Just before final acceptance, remove and replace skinned, damaged, or dirty tiles with new material.
- J. Install edge moldings of type indicated at perimeter of acoustical ceiling area and at locations where necessary to conceal edges of acoustical units.
 - Sealant Bed: Apply continuous ribbon of acoustical sealant, concealed on back of vertical leg before installing moldings.
 - 2. Screw-attach moldings to substrate at intervals not over 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to tolerance of 1/8 inch in 12 ft. 0 inches. Miter corners accurately and connect securely.
- K. Install acoustical tile in coordination with suspension system.

3.4 CLEANING

A. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch-up of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 51 13

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SECTION 09 91 00 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY/DESCRIPTION

- A. Provide labor, materials, and equipment necessary for complete painting, and finishing work as detailed on the Drawings and as specified herein of surfaces as scheduled throughout the building.
 - 1. Paints specified in this Section are for interior finishes of the buildings. The term "paint" as used herein and elsewhere, includes enamels, paints, sealers, stains, fillers, emulsions, and other coatings, whether used as prime, intermediate, or finish coats.
- B. The Architect shall not be limited in the number of colors selected for single space or for the complete Project.
- C. References
 - 1. American National Standards Institute (ANSI) Performance Standards
 - 2. Paint Decorating Contractors of America (PDCA) Application Standard.
 - 3. National Paint and Coatings Association (NPCA) Gloss Standard.
 - 4. American Society for Testing Materials (ASTM) Testing Methods.
 - 5. Ozone Transmission Commission (OTC) Established levels of Volatile Organic Compounds.

D. Work Not Included in this Section

- Shop or Factory Primed Surfaces: Shop priming of ferrous and galvanized metal items is included under the various Sections for structural steel, metal decking, miscellaneous metal items, hollow metal work, and similar items, and shop-fabricated or factory-built mechanical and electrical equipment and accessories.
- Pre-Finished Items: Field finish does not include painting when factory-finishing is specified
 for items such as acoustical materials, finished mechanical and electrical equipment,
 including light fixtures and distribution cabinets. Field touch-up is required, however, in all
 cases where the factory finish is damaged.
- Concealed Surfaces: Painting is not required on wall or ceiling surfaces in concealed areas
 and generally inaccessible areas, such as foundation spaces, furred areas, utility tunnels,
 pipe spaces, duct shafts, elevator shafts and behind the steel cells. Paint piping, equipment,
 and other such items within these areas as indicated.
- 4. Nonferrous Metal Surfaces: Anodized aluminum, stainless steel, copper, and similar nonferrous metal materials will not require finish painting unless otherwise indicated or specified.
- 5. Operating Parts and Labels:
 - a. Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts, and expansion joints, will not require finish painting unless otherwise indicated.
 - b. Do not paint over coderequired labels, such as UL, FM, and WH, or equipment identification, performance rating, name, or nomenclature plates.
- 6. Do not paint automatic fire sprinkler heads.
- 7. Miscellaneous Surfaces: Rubber and elastomeric sealants, cementitious fireproofing, and machined surfaces of metal hardware and related fittings will not require finish painting.

E. The intent is to provide a finished building, exterior and interior, whether or not specifically indicated. Exterior shall be finished coatings are specified in Section 09 96 11). Some items may not be specifically indicated to be painted on the Drawings, the schedules, or herein, however, all items shall be finished and/or painted as directed by the Architect, whether or not specifically scheduled or indicated as such. Coordinate with Section 09 96 11 High Performance Coatings.

1.2 SUBMITTALS

- A. All painting products and accessories specified in this Section shall be submitted as a single package as practicable. Separate submittals for each system or product may not be acceptable.
- B. <u>Do not submit MSDS or SDS sheets with product data submittal.</u> Architect is not responsible for review of this information as practicable. Submittals that include MSDS or SDS data sheets may be returned as rejected.
- C. Materials List: Prior to the start of Work and before paint materials are delivered to the job site, submit to the Architect a complete list of materials proposed and equivalent to specified painting schedule, to be provided under this portion of the Work.
 - 1. This shall in no way be construed as permitting substitution of materials for those specified or approved for this Work by the Architect.
- D. Color Chip Catalog: Paint manufacturer shall provide Architect with a complete current color chip catalog to select colors. (Large 8 x 10 samples may be requested for color selection). Manufacturers may fulfill this requirement by updating catalog that Architect may presently have in his possession. (Large drawdown samples will be required of each color after Architect selection).
- E. Manufacturer's Recommendations: In each case where material proposed is not the material specified or specifically described as an acceptable manufacturer in this Section of these Specifications, submit for the Architect's review the current recommended method of application published by the manufacturer of the proposed material.
- F. Product Data:
 - 1. Submit a complete list of all materials proposed for use, together with manufacturers' product specifications for such products.
 - 2. No claim by the Contractor concerning the unsuitability of any material specified, or the Contractor's inability to produce first class work with such materials, will be considered unless such claim is made in writing to the Architect before the work is started.
 - 3. Product data shall be clearly labeled indicating the coating system it applies to.
- G. Paint color selection draw-down samples shall be photographed in HD color and printed pictures shall also be submitted with the actual draw-down samples.

1.3 QUALITY ASSURANCE

- A. Qualifications of Painters: Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces; in the acceptance or rejection of installed painting, no allowance will be made for lack of skill on the part of painters.
- B. Codes and Standards: In addition to complying with pertinent codes and regulations, comply with "Standard (Type 1)" as defined by the Painting and Decorating Contractors of America in their "Modern Guide to Paint Specifications," current edition.
- C. Field Conditions: Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F.

D. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.4 PRODUCT HANDLING

A. Delivery: Deliver paint materials to the job site in their original unopened containers with labels intact and legible at time of use.

B. Protection

- 1. Store only the approved materials at the job site and store only in a suitable and designated area restricted to the storage of paint materials and related equipment.
- 2. Use means necessary to ensure the safe storage and use of paint materials and the prompt and safe disposal of waste.
- 3. Use means necessary to protect paint materials before, during, and after application and to protect the installed work and materials of other trades.
- C. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F., warmer temperatures as manufacturer may require.

1.5 EXTRA STOCK

A. Upon completion of this portion of the Work, deliver to the County an extra stock of paint consisting of five (5) gallons of each color used in each coating material used, with such extra stock tightly sealed in clearly labeled containers.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Painting manufacturers and Contractor shall conform to State and local V.O.C. (Volatile Organic Compound) Regulations in area where Project is located. Notify Architect in writing if variations to Specifications herein are required.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 - PRODUCTS

2.1 PAINTING MATERIALS MANUFACTURER

- A. Painting materials shall be the products of one of the following manufacturers, specified as the type, function, and quality of products to be provided. All painting products shall be by a single manufacturer.
- B. Products of the following manufacturers are acceptable, providing their products are equal in every respect, or exceed the quality specified.
 - 1. Sherwin Williams, Cleveland, OH
 - 2. PPG Paints, Louisville, KY
 - 3. Benjamin Moore, Montvale, NJ

2.2 COMPATIBILITY

- A. Paint materials selected for coating systems for each type of surface shall be the product of a single manufacturer.
- B. Paint materials and equipment shall be compatible in use; finish coats shall be compatible with prime coats; prime coats shall be compatible with the surface to be coated; tools and equipment shall be compatible with the coating to be applied.
- C. Thinners, when used, shall be only those thinners recommended for that purpose by the manufacturer of the material to be thinned.

2.3 ACCEPTANCE OF SPECIFICATIONS

A. By submitting a bid, the painting contractor acknowledges that the types of paints and the number of coats, all as specified, are sufficient for the project. If the painting contractor or bidder has objections to or other suggestions, they shall be submitted in writing to the Architect at least 10 days prior to bid due date with all product data so additional paint types, etc. can be issued by addendum to all bidders, if approved by the Architect.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify the Architect in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.
- B. Starting of painting work will be constructed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint surface.
- **D.** Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the maximums as recommended, for the types of coatings to be used, by the manufacturer.

3.2 SURFACE PREPARATION

A. General

- 1. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions, and as herein specified, for each particular substrate condition.
- Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish painted or provide surface applied protection prior to surface preparation and painting operations; remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.
- 3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminates from cleaning process will not fall onto wet, newly painted surfaces.

B. Cementitious Materials

- Prepare cementitious surfaces of concrete, concrete block, and cement plaster to be painted by removing efflorescence, chalk, dirt, grease, oils, and by roughening as required to remove glaze.
- Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.
- 3. Clean concrete floor surfaces scheduled to be painted with a commercial solution of muriatic acid or other etching cleaner. Flush floor with clean water to neutralize acid and allow to dry before painting.

3.3 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's direction.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

3.4 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 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. Give special attention to
 ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners
 receive a dry film thickness equivalent to that of flat surfaces.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment.
 - Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, nonspecular black paint.
 - 4. Paint back sides of access panels and removable or hinged covers to match exposed
 - 5. Sand lightly between each succeeding enamel or varnish coat.
- B. Scheduling Painting: 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.
 - Allow sufficient time between successive coatings to permit proper drying. 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.
 - 2. Slightly vary the color of succeeding coats.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate and as specified herein, to establish a total dry film thickness as indicated or, if not indicated, as recommended by the coating manufacturer.
- D. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed to view in interior occupied spaces and exterior walls and roof, or as otherwise may be noted.

- E. Prime Coats: Apply prime coat of material which is required to be painted or finished and which has not been prime coated by others. Primer may not be required on shop-primed items, coordinate with manufacturer and verify compatibility with shop primed items and second and third coats as specified.
 - Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn through or other defects due to insufficient sealing.
 - 2. Coordinate shop-primed surfaces and materials with primers as specified herein. Verify compatibility and submit verification letters to the Architect with the shop drawing submittals.
 - 3. If compatibility is not obtained or approved by the painting manufacturer or the primer manufacturer, then this painting contractor shall properly prepare substrate surfaces to receive primers as specified herein.
- F. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

3.5 FIELD QUALITY CONTROL

- A. The right is reserved by Owner/Architect to invoke the following material testing procedure when and as often as he deems necessary during the period of field painting.
 - Engage services of an independent testing laboratory to sample paint being used. Samples
 of materials delivered to project site will be taken, identified, and sealed, and certified in
 presence of Contractor.
 - 2. Testing laboratory will perform appropriate test for one or each of the following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, re- coating, skinning, color retention, alkali resistance, and quantitative materials analysis.
 - a. If test results show that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surface coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the 2 coatings are non-compatible.

3.6 CLEAN-UP AND PROTECTION

- A. Clean-Up: During progress of Work remove from site discarded paint materials, rubbish, cans, and rags at end of each workday.
- B. Upon completion of painting work clean window glass and other paint- spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct damage by cleaning, repairing, or replacing and repainting, as acceptable to Architect.
- D. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- E. At the completion of Work of other trades, touch-up and restore damaged or defaced painted surfaces.

3.7 PAINT TYPES AND NUMBER OF COATS

- A. The following painting schedules are intended to identify the type of finishes which are required for the various surfaces, and to identify the surfaces to which each finish is to be applied. Refer to Finish Schedule.
- B. To define requirements for quality, function, size, gages, textures, and color, the following list of materials designates the manufacturer's brand, types, and number of coats required; and other requirements that are to be furnished to conform to the requirements of this Project.
- C. Where specific finishes are called for on the Drawings and in the Finish Schedule by code designation, it shall specifically refer to the following identified types of coatings.
- D. The primer indicated under Material Identification is intended for the particular substrate surface specified. Where the same numbered finish is scheduled, but for another substrate, provide the proper primer compatible with substrate and the finish.
- E. Where the substrate has a compatible and satisfactory prime coat already on it, the prime coat specified for the numbered finish may be omitted. Test prime coat for compatibility before applying additional coats. Obtain paint manufacturers written approval
- F. Abbreviation Definitions:
 - 1. SW = Sherwin Williams
 - 2. PPG = PPG Industries
 - 3. BM = Benjamin Moore

3.8 INTERIOR PAINTING SCHEDULE

- A. Provide the following **interior paint systems** for substrates indicated:
- B. **Gypsum Board**: Provide the following finish systems over interior gypsum board surfaces at all gypsum board walls and ceilings:
 - 1. Acrylic Latex Finish:
 - a. **Primer:** Latex-based, interior primer applied at spreading rate recommended by the manufacturer.
 - 1) SW: Premium Wall & Wood Interior Latex Primer
 - 2) PPG: Seal Grip High Hide Primer
 - 3) BM: Eco Spec Interior Latex Primer
 - b. **First and Second Coats: Semi-Gloss Eggshell Satin**, interior latex applied at spreading rate recommended by the manufacturer.
 - 1) SW: ProMar 200 Zero VOC Interior Latex Eg-Shel
 - 2) PPG: Speed Hide Zero Semi Gloss
 - 3) BM: Eco Spec Interior Latex
 - c. <u>Surfaces</u>: Gypsum board bulkheads and ceilings
- C. **Concrete Masonry Units**: Provide the following finish systems over interior concrete masonry block units:

Note: Prepare CMU surfaces as recommended by the manufacturer prior to applying primer.

- 1. Waterborne Acrylic Epoxy Coating:
 - a. Filler Coat: Epoxy concrete masonry block filler.

1) SW: Kem Cati-Coat HS 2) TNEC: EpoxoBlock WB 3) PPG: Amercoat 114 A

- a) Note: Prepare CMU surfaces as recommended by the manufacturer prior to applying primer
- b) Epoxy filler coat shall be back rolled and squeegeed. Prior to application of second and third coats, verify that all CMU surfaces are PINHOLE FREE.
- b. Primer (Glazed CMU only)
 - 4)1) SW: Extreme Bond Interior-Exterior Bonding Primer B51 Series
- e.c. Second and Third Coats: Eggshell finish, high performance, acrylic epoxy, water-based coating.

1) SW: Pro Industrial Water Based Catalyzed Epoxy B73-300 Series

2) TNEC: H.B. Tneme-Tufcoat Series 113

3) PPG: Amerlock 2

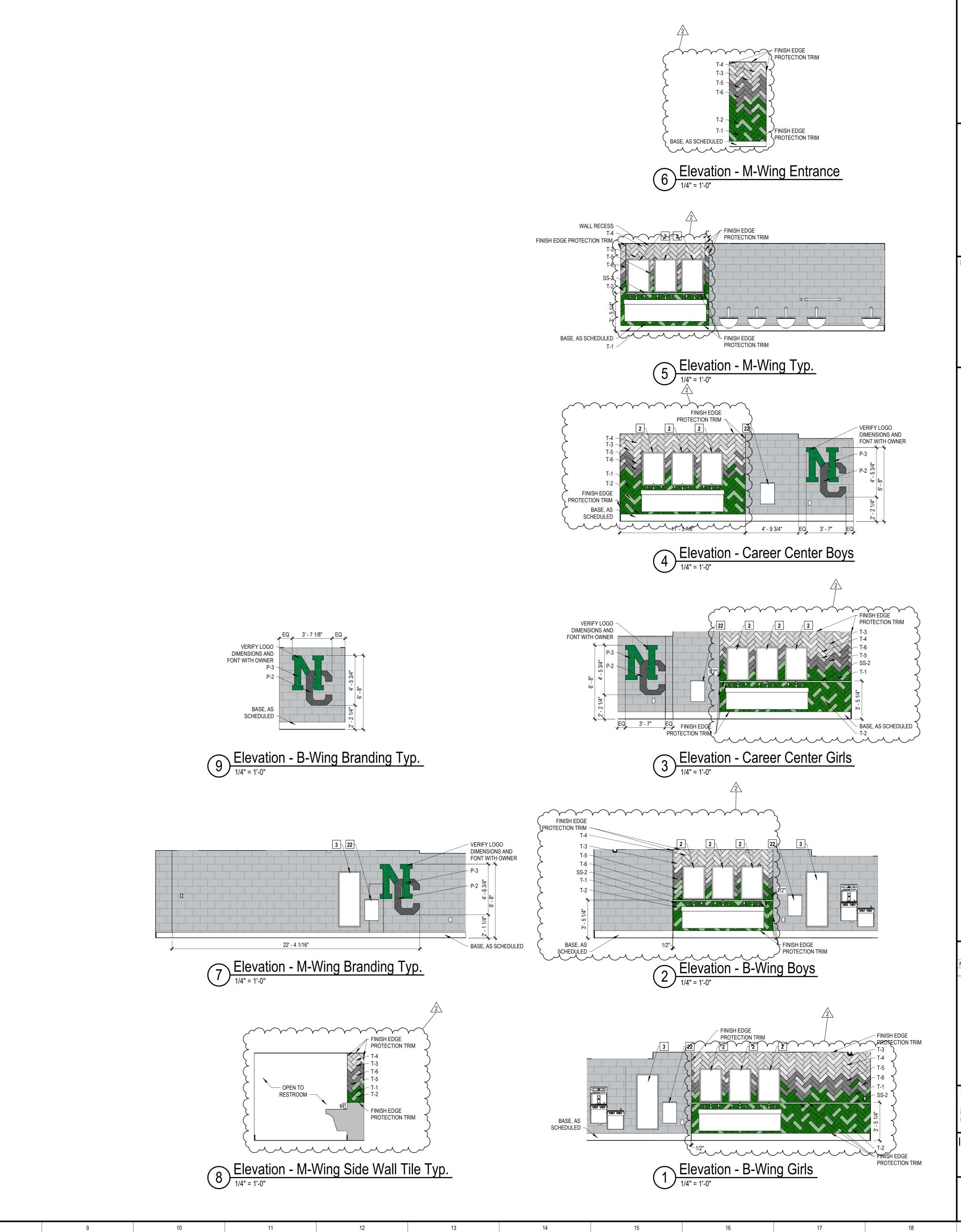
e-d. Spreading Rate: 6.0 DFT mils per coat, min.d-e. Surfaces: Exposed CMU walls in Restrooms

END OF SECTION



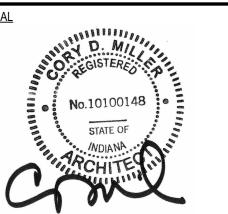
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New Castle CSC High School Restroom Renovation 801 Parkview Dr New Castle, IN 47362

IO. DESCRIPTION
2 ADDENDA #03 DATE 4-16-2024

REVISIONS

<u>ISSUE DATE</u> 03-13-2024 SUBMITTAL
Issue Bids, Permits, and Construction

Interior Elevations

A-211