SPECIFICATIONS FOR

DELAWARE ARMY NATIONAL GUARD
BUILDING ENVELOPE AND
KITCHEN PLUMBING UPGRADES
PIGMAN READINESS CENTER
601 BRIDGEVILLE HIGHWAY
SEAFORD, DELAWARE 19973
DEARNG #20-2016
STATE OF DELAWARE #MC7601000092

NOT FOR BIDDING PURPOSES

Prepared for

Delaware Army National Guard
Armed Forces Reserve Center
DEARNG/FMO
250 Airport Road
New Castle, Delaware 19720

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STATE OF DELAWARE
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TABLE OF CONTENTS

A. Specifications for this project are arranged in accordance with the Construction Specification Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.

B. Documents bound herewith.

DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS

INTRODUCTORY INFORMATION		
00 01 01	Project Title Page	1 page
00 01 10	Table of Contents	3 pages
00 01 15	List of Drawing Sheets	1 page
PROCUREMENT REQUIREMENTS		
00 11 16	Advertisement for Bids	1 pages
00 21 13	Instructions to Bidders	13 pages
00 41 13	Bid Form	4 pages
	- Affidavit of Employee Drug Testing Program	1 page
00 43 13	Bid Bond	1 page
CONTRACTING REQUIREMENTS		
00 52 13	Standard Form of Agreement Between Owner and Contractor (A101-2007)	8 pages
00 54 13	Supplement to Agreement Between Owner and Contractor (A101-2007)	1 page
00 61 13.13	Performance Bond	2 pages
00 61 13.16	Payment Bond	2 pages
00 62 76	Application and Certificate for Payment Forms (G702 & G703)	2 pages
00 72 13	General Conditions to the Contract (A201)	42 pages
00 73 13	Supplementary General Conditions	11 pages
00 73 43	Prevailing Wage Rates	1 page
00 73 46	Wage Determination Schedule	1 page
00 81 13	General Requirements	16 pages
00 81 14	Special Requirements - Employee Drug Testing Forms	2 pages
00 81 15	Special Requirements - Article VIII - Applicable Laws and Regulations	5 pages

DIVISION 01 – GENERAL REQUIREMENTS

01 10 00	Summary	4 pages
01 21 00	Allowances	3 pages
01 22 00	Unit Prices	2 pages

NOT FOR BIDDING PURPOSES

01 26 00	Contract Modification Procedures	2 pages
01 29 00	Payment Procedures	5 pages
01 31 00	Project Management and Coordination	5 pages
01 32 00	Construction Progress Documentation	7 pages
01 32 33	Photographic Documentation	3 pages
01 33 00	Submittal Procedures	6 pages
01 40 00	Quality Requirements	7 pages
01 50 00	Temporary Facilities and Controls	4 pages
01 73 00	Execution	7 pages
01 74 19	Construction Waste Management	6 pages
01 77 00	Closeout Procedures	4 pages
01 78 39	Project Record Documents	4 pages

DIVISION 02 – EXISTING CONDITIONS

02 41 00	Selective Demolition	5 pages

DIVISION 04 – MASONRY

04 20 00	Unit Masonry	12 pages
04 90 01	Masonry Restoration	10 pages

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 10 53	Miscellaneous Rough Carpentry	4 pages

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 62 00	Sheet Metal Flashing and Trim	7 pages
07 92 00	Joint Sealants	7 pages

DIVISION 08 – OPENINGS

08 11 13	Hollow Metal Frames	6 pages
08 41 00	Aluminum Framed Entrances and Storefronts	3 pages
08 51 13	Aluminum Windows	6 pages
08 71 00	Door Hardware	16 pages
08 80 00	Glazing	11 pages

DIVISION 09 – FINISHES

09 91 13	Exterior Painting	6 pages

DIVISION 22 – PLUMBING

22 05 00	Common Work Results for Plumbing	5 pages
22 11 16	Domestic Water Piping	3 pages
22 13 16	Sanitary Waste and Vent Piping	3 pages
22 13 19	Sanitary Waste Piping Specialties	2 pages
22 40 00	Plumbing Fixtures	3 pages

NOT FOR BIDDING PURPOSES

APPENDIX

Delaware National Guard, TAG Policy Memorandum No. 6 – Tobacco Free Workplace

NOT FOR BIDDING PURPOSES

SECTION 00 01 15

LIST OF DRAWING SHEETS

T1 .....Title Sheet
D1.....Demolition Plan
D2.....Demolition Exterior Elevations
A1.....Renovation Floor Plan
A2.....Exterior Elevations
A3.....Schedules / Details
P1 .....Kitchen Plan Plumbing
P2 .....Roof Plan Plumbing

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 00 11 16

ADVERTISEMENT FOR BIDS

Sealed bids for **DEARNG Contract No. 20-2016 – Pigman Readiness Center Building Envelope and Kitchen Plumbing Upgrades**, will be received by the Delaware Army National Guard at the Security Officers desk in the Main Lobby of the Biden National Guard/Reserve Center, 250 Airport Road, New Castle, Delaware, 19720 until 1**:30 PM local time on June 9, 2017**, at which time they will be publicly opened and read aloud in the Multi-Purpose Room.

Bidders are required to show identification at the Guard Booth when entering the site and must sign in at the Security Officers desk once inside. Please allow sufficient time to comply with these requirements. No exceptions. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves window and door replacements, masonry and EIFS repairs and kitchen plumbing upgrades and associated work at the Pigman Readiness Center in Seaford, DE.

Attention is called to the construction schedule as detailed in the Contract Documents.

A **MANDATORY** Pre-Bid Meeting will be held on **May 24, 2017 at 10:30 AM** at the Pigman Readiness Center, 601 Bridgeville Highway, Seaford, Delaware, 19973, for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT**.

Sealed bids shall be addressed to the Delaware Army National Guard, Biden National Guard/Reserve Center, 250 Airport Road, New Castle, Delaware, 19720, ATTN: William R. Davis. The outer envelope should clearly indicate: **DEARNG CONTRACT NO. 20-2016 – Pigman Readiness Center Building Envelope and Kitchen Plumbing Upgrades - SEALED BID – DO NOT OPEN.**

Contract Documents can be obtained at the Pre-Bid Meeting or at the office of the Architect, Davis, Bowen & Friedel, 23 North Walnut Street, Milford, Delaware, 19963 upon receipt of $100.00 per set/ non-refundable. Call (302)424-1441 to ensure documents are available. Checks are to be made payable to "Davis, Bowen & Friedel."

Construction documents will be available for review at the office of the Architect, Delaware Contractors Association and the Associated Builders and Contractors, Delaware.

Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE), Women-Owned Business Enterprises (WBE) and Veteran-Owned Business Enterprises (VBE) will be afforded full opportunity to submit bids on this contract and will not be subject to discrimination on the basis of race, color, national origin or sex in consideration of this award.

Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the

NOT FOR BIDDING PURPOSES

bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

END OF ADVERTISEMENT FOR BIDS

NOT FOR BIDDING PURPOSES

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS

2. BIDDER'S REPRESENTATION

3. BIDDING DOCUMENTS

4. BIDDING PROCEDURES

5. CONSIDERATION OF BIDS

6. POST-BID INFORMATION

7. PERFORMANCE BOND AND PAYMENT BOND

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

NOT FOR BIDDING PURPOSES

ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

NOT FOR BIDDING PURPOSES

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).

1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.

1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.

1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.

1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.

1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1 PRE-BID MEETING

2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.

2.2 By submitting a Bid, the Bidder represents that:

NOT FOR BIDDING PURPOSES

2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

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

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

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

NOT FOR BIDDING PURPOSES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

NOT FOR BIDDING PURPOSES

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

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

3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).

4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.

4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible

NOT FOR BIDDING PURPOSES

for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.

4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License.'

4.1.12 Each bidder shall include signed Affidavit(s) for the Bidder and each listed Subcontractor certifying compliance with OMB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

NOT FOR BIDDING PURPOSES

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.4.1 During the performance of this contract, the contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity 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 to be provided by the contracting agency setting forth this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.5.3 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

NOT FOR BIDDING PURPOSES

4.5.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.6 SUBMISSION OF BIDS

4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked “LATE BID” and returned.

4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

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

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

NOT FOR BIDDING PURPOSES

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

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

A. The Bidder's financial, physical, personnel or other resources including Subcontracts;

B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;

C. The Bidder's written safety plan;

D. Whether the Bidder is qualified legally to contract with the State;

E. Whether the Bidder supplied all necessary information concerning its responsibility; and,

F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

NOT FOR BIDDING PURPOSES

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."

5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and

NOT FOR BIDDING PURPOSES

all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.

5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

6.2 BUSINESS DESIGNATION FORM

6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

NOT FOR BIDDING PURPOSES

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The bonds shall be dated on or after the date of the Contract.

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF INSTRUCTIONS TO BIDDERS

NOT FOR BIDDING PURPOSES

SECTION 00 41 13

BID FORM

For Bids Due: _____ **To:** **Delaware Army National Guard**
Armed Forces Reserve Center
DEARNG/FMS
250 Airport Road
New Castle, DE 19720

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____
(A copy of Bidder's Delaware Business License must be attached to this form.)

(Other License Nos.): _____

Phone No.: ( ) _____ - _____ **Fax No.: ( ) _____ - _____**

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

$_____
($)

ALLOWANCES

Refer to specification Section 01 21 00 - ALLOWANCES, for a list of allowances to be included in the Base Bid.

UNIT PRICES

Refer to specification Section 01 22 00 - UNIT PRICES.

A. Unit Price 1: Cost associated to remove and replace existing steel lintel (3'-0" wide opening). Work shall include removing and reinstalling existing brick as needed.

$_____EA

B. Unit Price 2: Cost associated with removing rust, cleaning existing lintels and repainting (3'-0" wide opening).

$_____EA

NOT FOR BIDDING PURPOSES

BID FORM

I/We acknowledge Addendums numbered _____ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within 150 calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

Witness: _____ By: _____
(Authorized Signature)

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement
Affidavit(s) of Employee Drug Testing Program
Bid Security
(Others as Required by Project Manuals)

NOT FOR BIDDING PURPOSES

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.** This form must be filled out completely with no additions or deletions. **Note that all subcontractors listed below must have a signed Affidavit of Employee Drug Testing Program included with this bid.**

Subcontractor Category	Subcontractor	Address (City & State)	Subcontractors tax payer ID # or Delaware Business license #
1. Masonry			
2. Carpentry			
3. Sealants			
4. Plumbing			

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BID FORM

NON-COLLUSION
SUSPENSION/DEBARMENT
DISCLOSURE STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the State of Delaware, Delaware Army National Guard.

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO_____ If yes, please explain (use separate page and include with Bid Form.)

All the terms and conditions of this project have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

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AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

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STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

SECTION 00 43 13

BID BOND
TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____ _____of _____ in the County of _____ _____and State of _____as **Principal**, and _____ _____ of _____ in the County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____ _____ Dollars ($_____), or _____ percent not to exceed _____ _____ Dollars ($_____) of amount of bid on Contract No. _____, to be paid to the **State** for the use and benefit of _____ (***insert State agency name***) for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal** who has submitted to the _____ (***insert State agency name***) a certain proposal to enter into this contract for the furnishing of certain material and/or services within the **State**, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this Contract as may be required by the terms of this Contract and approved by the _____ _____ (***insert State agency name***) this Contract to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of Surety

Witness:_____

By: _____

_____
Title

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AIA® Document A101™ – 2007

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

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

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

Delaware Army National Guard
Armed Forces Reserve Center
250 Airport Road
New Castle, DE 19720

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

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

Delaware Army National Guard
Pigman Readiness Center
Building Envelope and Kitchen Plumbing Upgrades
Seaford, Delaware

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

Davis, Bowen & Friedel, Inc., General Corporation
23 N. Walnut Street
Milford, DE 19963
Telephone Number: (302) 424-1441
Fax Number: (302) 424-0430

The Owner and Contractor agree as follows.

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

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

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

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(829633395)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

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by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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

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

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

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

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

Armed Forces Reserve Center
250 Airport Road
New Castle, DE 19720

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

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

§ **8.6** Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ **9.1.3** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

Section	Title	Date	Pages

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

Number	Title	Date

§ **9.1.6** The Addenda, if any:

Number	Date	Pages

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

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

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(829633395)

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount ($0.00)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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SECTION 00 52 13

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR A101-2007

The contract to be utilized on this project shall be the "Standard Form of Agreement Between Owner and Contractor" AIA Document A101-2007.

NOT FOR BIDDING PURPOSES

SECTION 00 54 13

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2007. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

"Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum."

8.5 Delete paragraph 8.5 in its entirety and replace with the following:

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

END OF SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

SECTION 00 61 13.13

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (***insert State agency name***), in the amount of _____ ($_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

NOT FOR BIDDING PURPOSES

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

_____

By: _____(SEAL)

Name:

Name:

Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest:

Address: _____

_____

By: _____ (SEAL)

Name:

Name:

Title:

(Corporate Seal)

NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

SECTION 00 61 13.16

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (***insert State agency name***), in the amount of _____ ($_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of_____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

NOT FOR BIDDING PURPOSES

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

_____

By: _____(SEAL)

Name:

Name:

Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest:

Address: _____

_____

By: _____(SEAL)

Name:

Name:

Title:

(Corporate Seal)

NOT FOR BIDDING PURPOSES

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Delaware Army National Guard
Armed Forces Reserve Center
250 Airport Road
New Castle, DE 19720

FROM CONTRACTOR:

PROJECT: Delaware Army National Guard Pigman Readiness Center Building Envelope and Kitchen Plumbing Upgrades
Seaford, Delaware

VIA ARCHITECT: Davis, Bowen & Friedel, Inc.
23 N. Walnut Street

Milford, DE 19963

APPLICATION NO: 001
PERIOD TO:
CONTRACT FOR: General Construction
CONTRACT DATE:
PROJECT NOS: 0999J011.Q01 / /

Distribution to:
OWNER: X
ARCHITECT: X
CONTRACTOR: X
FIELD:
OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ 0.00
2. **NET CHANGE BY CHANGE ORDERS** ..... $ 0.00
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 0.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703) ..... $ 0.00
5. **RETAINAGE:**
   a. 0 % of Completed Work (Column D + E on G703) $ 0.00
   b. 0 % of Stored Material (Column F on G703) $ 0.00
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... $ 0.00
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 0.00
   (Line 4 Less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ 0.00
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $ 0.00
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) $ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this Month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO: 0999J011.001

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
	GRAND TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	0.00 %	$0.00	$0.00

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SECTION 00 72 13

GENERAL CONDITIONS OF THE CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual.

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Delaware Army National Guard
Pigman Readiness Center Building
Envelope and Kitchen Plumbing Upgrades
Seaford, Delaware

THE OWNER:
(Name, legal status and address)
Delaware Army National Guard
Armed Forces Reserve Center
250 Airport Road
New Castle, DE 19720

THE ARCHITECT:
(Name, legal status and address)
Davis, Bowen & Friedel, Inc., General Corporation
23 N. Walnut Street
Milford, DE 19963

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

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

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

Init.
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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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(928672622)

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

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User Notes:
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Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1

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(928672622)

CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.3.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

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Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3

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Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9

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User Notes:

(928672622)

Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

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(928672622)

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12

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User Notes:

(928672622)

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

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

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(928672622)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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(928672622)

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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(928672622)

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

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User Notes:

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

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§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ **5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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.4 As provided in Section 7.3.7.

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding

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dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

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§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be

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extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

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Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

(Paragraph deleted)

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

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§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Sections 11.2 and 11.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of

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insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the

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Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

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§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any

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other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

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

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case

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may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding

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on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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SECTION 00 73 13

SUPPLEMENTARY GENERAL CONDITIONS A201-2007

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS

2. OWNER

3. CONTRACTOR

4. ADMINISTRATION OF THE CONTRACT

5. SUBCONTRACTORS

6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7. CHANGES IN THE WORK

8. TIME

9. PAYMENTS AND COMPLETION

10. PROTECTION OF PERSONS AND PROPERTY

11. INSURANCE AND BONDS

12. UNCOVERING AND CORRECTION OF WORK

13. MISCELLANEOUS PROVISIONS

14. TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in its entirety and replace with the following:

"The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor's completed Bid and the Award Letter."

Add the following Paragraph:

1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

1.2.5 The word "PROVIDE" as used in the Contract Documents shall mean "FURNISH AND INSTALL" and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word "PRODUCT" as used in the Contract Documents means all materials, systems and equipment.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete Paragraph 1.5.1 in its entirety and replace with the following:

"All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on

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other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

"The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities."

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

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3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.

3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.

3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.

3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.

3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

NOT FOR BIDDING PURPOSES

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.

3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.

3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

3.17 In the second sentence of the paragraph, insert "indemnify" between "shall" and "hold".

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgment to permit adequate review.

Add the following Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

Add to Paragraph 4.2.13 "and in compliance with all local requirements." to the end of the sentence.

NOT FOR BIDDING PURPOSES

ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 In the second sentence, strike the word "shall" and insert the word "may".

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike "arbitration" and insert "remedies at law or in equity".

Add the following Paragraph:

8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

NOT FOR BIDDING PURPOSES

Delete Paragraph 8.3.3 in its entirety and replace with the following:

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.

9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

.8 failure to provide a current Progress Schedule;
.9 a lien or attachment is filed;

NOT FOR BIDDING PURPOSES

.10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

9.7 FAILURE OF PAYMENT

In first sentence, strike "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3 - Add the following sentence:

"If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect's fees."

9.8.5 In the second sentence, strike "shall" and insert "may".

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.1.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered

NOT FOR BIDDING PURPOSES

hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraph 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Strike "the Owner" immediately following "(1)" and strike "and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

Delete Paragraph 11.3 in its entirety and replace with the following:

11.3 The State will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Add the following sentence: "The bonds will conform to those forms approved by the Office of Management and Budget."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

NOT FOR BIDDING PURPOSES

12.2.2.1 Strike “one” and insert “two”.

12.2.2.2 Strike “one” and insert “two”.

12.2.2.3 Strike “one” and insert “two”.

12.2.5 In second sentence, strike “one” and insert “two”.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike “except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.”

13.6 INTEREST

Strike “the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.” Insert “30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.4.3 in its entirety and replace with the following:

14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 Throughout the Paragraph strike “21” and insert “45”.

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

NOT FOR BIDDING PURPOSES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

Delete Paragraph 15.2.5 in its entirety and replace with the following:

15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

15.3.1 Strike "binding dispute resolution" and insert "any or all remedies at law or in equity".

15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement," Strike "binding dispute resolution" and insert "remedies at law and in equity".

15.4 ARBITRATION

Delete Paragraph 15.4 and its sub-sections in its entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

NOT FOR BIDDING PURPOSES

SECTION 00 73 43

PREVAILING WAGE RATES

PART 1 - GENERAL

A. Refer to General Provisions "Article 2.4 Wage Provisions" for requirements and records.

B. A certified copy of the March 2017, Prevailing Wage Rates for Building Construction are included in this section. In the event that a contract is not executed within one hundred twenty (120) days from the earliest date the specifications are published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

C. The Contractor will not be entitled to increases in the contract sum as a result of changing Prevailing Wage Rates which may occur during the bidding or construction phases of this project.

D. It is the contractor's responsibility to:

1. Verify with the Department of Labor that the State of Delaware prevailing wage rate schedule presented by the architect inside the project manual is **current** and **certified** for use for each project/contract.
2. Post in prominent locations at each contract's work site all prevailing wage rate schedules applicable to said contract.
3. Verify that the contractor and sub-contractors furnish weekly the sworn payroll information for each said Public Construction Contract to the Delaware Department of Labor.

E. The following sample payroll report is provided for informational purposes only and is to be utilized as required by the State of Delaware Department of Labor.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 00 81 13

GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL PROVISIONS

2. OWNER

3. CONTRACTOR

4. ADMINISTRATION OF THE CONTRACT

5. SUBCONTRACTORS

6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7. CHANGES IN THE WORK

8. TIME

9. PAYMENTS AND COMPLETION

10. PROTECTION OF PERSONS AND PROPERTY

11. INSURANCE AND BONDS

12. UNCOVERING AND CORRECTION OF WORK

13. MISCELLANEOUS PROVISIONS

14. TERMINATION OR SUSPENSION OF THE CONTRACT

NOT FOR BIDDING PURPOSES

ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, sexual orientation, gender identity 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 to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all

NOT FOR BIDDING PURPOSES

material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.

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

3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.

3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.

3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.

3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.

3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."

NOT FOR BIDDING PURPOSES

3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

3.13 During the contract Work, the Contractor and each listed Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects". "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.

4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

NOT FOR BIDDING PURPOSES

4.2 FAILURE TO COMPLY WITH CONTRACT

4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

NOT FOR BIDDING PURPOSES

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:

A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;

B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and

C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

A. Is unqualified to perform the work required;

B. Has failed to execute a timely reasonable Subcontract;

C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or

D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

NOT FOR BIDDING PURPOSES

5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed $10,000

5.3 ASBESTOS ABATEMENT

5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.

6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

NOT FOR BIDDING PURPOSES

7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.

7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).

7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.

7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractor's subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.

8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

NOT FOR BIDDING PURPOSES

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

NOT FOR BIDDING PURPOSES

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

NOT FOR BIDDING PURPOSES

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets <u>must</u> be provided <u>directly to the Owner</u> along with the shipping slips that include those products.

NOT FOR BIDDING PURPOSES

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 <u>Contractor's Contractual Liability Insurance</u>

Minimum coverage to be:

Bodily Injury	$500,000	for each person
	$1,000,000	for each occurrence
	$1,000,000	aggregate

NOT FOR BIDDING PURPOSES

Property Damage	$500,000	for each occurrence
	$1,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	$500,000	for each person
	$1,000,000	for each occurrence
	$1,000,000	aggregate
Property Damage	$500,000	for each occurrence
	$500,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	$1,000,000	for each person
	$1,000,000	for each occurrence
Property Damage	$500,000	per accident

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

NOT FOR BIDDING PURPOSES

11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

13.2 DIMENSIONS

13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable

NOT FOR BIDDING PURPOSES

time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OF CONTRACT

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 “If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”

END OF GENERAL REQUIREMENTS

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

SECTION 00 81 14

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending:_____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____
_____
_____

Number of employees who worked on the jobsite during the report period:_____

Number of employees subject to random testing during the report period:_____

Number of Negative Results _____ Number of Positive Results _____

Action taken on employee(s) in response to a failed or positive random test:
_____
_____
_____

Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

NOT FOR BIDDING PURPOSES

EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____
_____
_____

Name of employee with positive test result:_____

Last 4 digits of employee SSN:_____

Date test results received:_____

Action taken on employee in response to a positive test result:
_____
_____
_____

Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

This form shall be sent by mail to the Owner within 24 hours of receipt of test results.

Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.

NOT FOR BIDDING PURPOSES

ARTICLE VIII – APPLICABLE LAWS AND REGULATIONS

Section 801. Applicable Law.

This MCCA is incidental to implementation of a federal program. Accordingly, this MCCA shall be governed by and construed according to federal law as it may affect rights, remedies, and obligations of the United States.

Section 802. Governing Regulations.

To the extent not inconsistent with express terms of this MCCA, provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, the DoD 3210.6R, DoD Grant and Agreement Regulations (4/13/98), OMB Circular A-87, and NGR 5-1/ANGI 63-101, which circular and regulations are hereby incorporated into this MCCA by reference as if fully set forth herein, shall govern this MCCA.

Section 803. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

Section 804. Nondiscrimination.

The State covenants and agrees that by signing this agreement or accepting funds under this agreement, the recipient assures that it will comply with applicable provision of the following, national policies prohibiting discrimination:

a. On the basis of race, color, or national origin, in Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), as implemented by DOD regulations 32 CFR Part 195.

b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp. p. 339], as implemented by Department of Labor regulations issued thereunder (41 CFR Part 60);

c. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) as implemented by Department of Justice regulations at 28 CFR part 41 and DoD Regulations at 32 CFR Part 56; and,

d. On the basis of Age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

Section 805. Lobbying.

a. The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency or a member of Congress in connection with any of the following covered federal actions: The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement provisions of Section 319 of Public Law 102-121 (31 U.S.C. § 1352) is incorporated by reference and the State agrees to comply with provisions thereof, including amendments to the that may hereafter be issued.

Section 806. Drug-Free Work Place.

a. The State covenants and agrees that it will comply with provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and will maintain a drug-free workplace.

b. Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (41 USC 702) to implement provisions of the Drug-Free Work Place Act of 1988, is incorporated by reference and the State covenants and agrees to comply with provisions thereof, including amendments that may hereafter be issued.

NOT FOR BIDDING PURPOSES

Section 807. Environmental Standards. (By signing this agreement or accepting funds under this agreement, the recipient assure that it will):

a. Comply with applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq) and Clean Water Act (33 USC 1251, et.seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the recipient further agrees that it will:

- Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5 (awards of less than $100,000, and certain other awards, exempt from the EPA regulations), as long as the facility remains on the list.

- Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the recipient knows has been recommended to be placed on the List of Violating Facilities.

b. Identify to the awarding agency any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et.seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. Seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et.seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with eh Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300h-3).

Section 808. Preference for U.S. Flag Air Carriers.
(Any agreement under which international air travel may be supported by U.S. Government funds)

Travel supported by U.S. Government funds under this agreement shall use U.S flag air carriers (air carriers holding certificates under 49U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Section 809. Debarment and Suspension.

a. The State shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension".

b. Government-Wide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement provisions of Executive Order 12549 "Debarment and Suspension," is incorporated by reference and the State covenants and agrees to comply with provisions thereof, including amendments that may hereafter be issued.

NOT FOR BIDDING PURPOSES

Section 810. Buy American Act.

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 811. Relocation Assistance and Real Property Acquisition Policies.

The State covenants and assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by Federally assisted programs or persons whose property is acquired as a result of such programs.

Section 812. Copeland "Anti-Kickback" Act. *(All contracts and subgrants for construction or repair)*

The State covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this MCCA, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 813. Contract Work Hours and Safety Standards Act. *(Construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics and laborers)*

The State covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this MCCA, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this MCCA shall be required or permitted to work more than 40 hours in any work week unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay.

Section 814. Davis-Bacon Act. Contractor to comply with State of Delaware prevailing wage requirements, pursuant to Delaware Code, Title 29, Section 6960

~~**DO NOT USE THIS CLAUSE UNLESS AUTHORIZED BY NGB-ARI.**~~

~~The State covenants and agrees that it will comply with the Davis-Bacon (40 U.S.C. 276 a to a-7) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). All rulings and interpretations of the Davis-Bacon Act contained in 29 CFR Part 5 are incorporated by reference in this MCCA. As applied to this MCCA, the Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the Federal Government provides assistance funding for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a provision that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.~~

Section 815. National Historic Preservation. *(Any construction, acquisition, modernization, or other activity that may impact a historic property.)*

The State covenants and agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559).

(36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

NOT FOR BIDDING PURPOSES

Section 816. Hatch Act.

The State covenants and agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7326), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Section 817. Equal Employment Opportunity. *(All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees.)*

The State covenants and agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

Section 818. Cargo Preference. *(Any agreement under which international air travel may be supported by U.S. Government funds.)*

The State covenants and agrees that it will comply with the Cargo Preference Act of 1954 (46 USC 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S. flag commercial vessels, if available.

Section 819. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.

The State covenants and agrees that it will comply with Executive Order 13202 of February 17, 2001, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, as amended on April 6, 2001.

NOT FOR BIDDING PURPOSES

SECTION 00 81 15

SPECIAL REQUIREMENTS

TABLE OF ARTICLES

1. MISCELLANEOUS PROVISIONS

ARTICLE 1: MISCELLANEOUS PROVISIONS

13.1 Article VIII – Applicable Laws and Regulations – August 2005

13.1.1 Article VIII as referenced in the General Requirements (00 81 13) is included in its entirety for referenced.

13.1.2 Only Section 810 of Article VIII (See Section 13.8 of the General Requirements applies to the contract.

END OF SPECIAL REQUIREMENTS

NOT FOR BIDDING PURPOSES

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.
9. Miscellaneous provisions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: DEARNG Contract No. 20-2016: Pigman Readiness Center – Building Envelope and Kitchen Plumbing Upgrades.

1. Project Location: Seaford, Delaware

B. Owner: Delaware Army National Guard, Armed Forces Reserve Center, 250 Airport Road, New Castle, Delaware 19720.

1. Owner's Representative: William Davis

C. Architect: Davis, Bowen & Friedel, Inc., Michael Bauman, mpb@dbfinc.com, 302-424-1441

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Base bid includes removal and replacement of exterior doors and windows, brick repointing, joint replacement, and kitchen plumbing upgrades.

NOT FOR BIDDING PURPOSES

B. Type of Contract.

1. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to areas within 20 feet of the limits of disturbance.
2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Work on the exiting building is not required or included as part of this project. Repair damage caused by construction operations.

D. Condition of Existing Site: The project will utilize existing entrances, access and gates to access the proposed work area. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.6 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

NOT FOR BIDDING PURPOSES

B. On-Site Work Hours: Limit work on the site to normal business working hours of 7:00 A.M. to 4:30 P.M., Monday through Friday, except as noted below.

1. The Delaware Army National Guard works a flex schedule that generally allows them to have off every other Monday. Contractor shall plan on working 9 days every two weeks with a 3:30 P.M. end time for the Friday before an off Monday. A list of days off will be provided during the mandatory pre-bid meeting and will be incorporated as part of the contract documents.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect and Owner not less than three days in advance of proposed utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Architect and Owner not less than three days in advance of proposed disruptive operations.

E. Tobacco Free Site: The Georgetown Readiness Center is a non-smoking site as directed by the Governor of the State of Delaware and The Adjutant General Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy. (See Appendix)

F. Controlled Substances: Use of other controlled substances on the property is not permitted.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

NOT FOR BIDDING PURPOSES

2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Related Requirements:

1. Section 01 22 00 "Unit Prices" for procedures for using unit prices.
2. Section 01 40 00 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

NOT FOR BIDDING PURPOSES

1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 QUANTITY ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes**,** freight**,** and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

NOT FOR BIDDING PURPOSES

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Allow $20,000.00 for unforeseen conditions. This amount shall be included in the base bid.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Requirements:

1. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price 1: Cost associated to remove and replace existing steel lintel (3'-0" wide opening). Work shall include removing and reinstalling existing brick as needed.

B. Unit Price 2: Cost associated with removing rust, cleaning existing lintels and repainting (3'-0" wide opening).

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
   e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

NOT FOR BIDDING PURPOSES

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Work Change Proposal Request Form: Use form acceptable to Architect.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Work Change Directive: Architect may issue a Work Change Directive on AIA Document G714. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 29 00

PAYMENT PROCEDURES

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 01 22 00 "Unit Prices" for administrative requirements governing the use of unit prices.
2. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
3. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

   a. Application for Payment forms with continuation sheets.
   b. Submittal schedule.
   c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

   a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum. Each application for payment shall include 5% retainage. The retainage can be billed at Final Payment.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

NOT FOR BIDDING PURPOSES

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

NOT FOR BIDDING PURPOSES

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Schedule of unit prices.
5. Submittal schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
9. Initial progress report.
10. Report of preconstruction conference.
11. Certificates of insurance and insurance policies.
12. Performance and payment bonds.
13. Data needed to acquire Owner's insurance.

I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 95 percent completion (100% with 5% Retainage) for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

NOT FOR BIDDING PURPOSES

8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Requests for Information (RFIs).
2. Project meetings.

B. Related Requirements:

1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.

NOT FOR BIDDING PURPOSES

11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Architect's actions on submittals.
   f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."

   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Use Software log with not less than the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

NOT FOR BIDDING PURPOSES

2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.4 PROJECT MEETINGS

A. General: Architect will schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 30 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Tentative construction schedule.
b. Critical work sequencing and long-lead items.
c. Designation of key personnel and their duties.
d. Procedures for processing field decisions and Change Orders.
e. Procedures for RFIs.
f. Procedures for testing and inspecting.
g. Procedures for processing Applications for Payment.
h. Distribution of the Contract Documents.
i. Submittal procedures.
j. Preparation of record documents.
k. Use of the premises and existing building.
l. Work restrictions.
m. Working hours.
n. Owner's occupancy requirements.
o. Responsibility for temporary facilities and controls.
p. Procedures for disruptions and shutdowns.
q. Construction waste management and recycling.
r. Parking availability.
s. Office, work, and storage areas.
t. Equipment deliveries and priorities.
u. First aid.
v. Security.
w. Progress cleaning.

NOT FOR BIDDING PURPOSES

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Architect will conduct progress meetings at biweekly intervals.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Status of submittals.
2) Deliveries.
3) Off-site fabrication.
4) Access.
5) Site utilization.
6) Temporary facilities and controls.
7) Progress cleaning.
8) Quality and work standards.
9) Status of correction of deficient items.
10) Field observations.
11) Status of RFIs.
12) Status of proposal requests.
13) Pending changes.
14) Status of Change Orders.
15) Pending claims and disputes.
16) Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's construction schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Special reports.

B. Related Requirements:

1. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
2. Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
2. PDF electronic file.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

C. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.

D. Construction Schedule Updating Reports: Submit with Applications for Payment.

NOT FOR BIDDING PURPOSES

E. Daily Construction Reports: Submit at weekly intervals.

F. Material Location Reports: Submit at weekly intervals.

G. Site Condition Reports: Submit at time of discovery of differing conditions.

H. Special Reports: Submit at time of unusual event.

I. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing.
4. Review submittal requirements and procedures.
5. Review time required for review of submittals and resubmittals.
6. Review requirements for tests and inspections by independent testing and inspecting agencies.
7. Review time required for Project closeout.
8. Review and finalize list of construction activities to be included in schedule.
9. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

NOT FOR BIDDING PURPOSES

7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

   a. Subcontract awards.
   b. Submittals.
   c. Purchases.
   d. Deliveries.
   e. Installation.
   f. Tests and inspections.
   g. Adjusting.
   h. Curing.

8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

   a. Phase completion.
   b. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and the following interim milestones:

1. Phase completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and Contract Time.

F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

1. Use Microsoft Project for Windows 7 operating system.

2.2 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.

NOT FOR BIDDING PURPOSES

2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (see special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Work Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.3 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.

1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

NOT FOR BIDDING PURPOSES

B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.

B. Related Requirements:

1. Section 01 22 00 "Unit Prices" for procedures for unit prices for extra photographs.
2. Section 01 33 00 "Submittal Procedures" for submitting photographic documentation.
3. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.
4. Section 02 41 19 "Selective Structure Demolition" for photographic documentation before selective demolition operations commence.
5. Section 31 10 00 "Site Clearing" for photographic documentation before site clearing operations commence.

1.3 INFORMATIONAL SUBMITTALS

A. Digital Photographs: Submit image files within three days of taking photographs.

1. Digital Camera: Minimum sensor resolution of 8 megapixels.
2. Format: Minimum 640 x 480 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
3. Identification: Provide the following information with each image description in file metadata tag:

   a. Name of Project.
   b. Name and contact information for photographer.
   c. Name of Architect.
   d. Name of Contractor.
   e. Date photograph was taken.

NOT FOR BIDDING PURPOSES

f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

B. Construction Photographs: Submit two prints of each photographic view within seven days of taking photographs.

1. Format: 5-by-7-inch smooth-surface matte prints on single-weight, commercial-grade photographic paper; punched for standard three-ring binder.
2. Identification: On back of each print, provide an applied label or rubber-stamped impression with the following information:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Architect.
d. Name of Contractor.
e. Date photograph was taken if not date stamped by camera.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 640 x 480 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Engage a qualified photographer to take construction photographs.

B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.
2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.

D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.

NOT FOR BIDDING PURPOSES

1. Flag construction limits before taking construction photographs.
2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

E. Periodic Construction Photographs: Take 20 photographs weekly with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

F. Architect-Directed Construction Photographs: From time to time, Architect will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

G. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.

1. Do not include date stamp.

H. Additional Photographs: Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:

    a. Special events planned at Project site.
    b. Immediate follow-up when on-site events result in construction damage or losses.
    c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    d. Substantial Completion of a major phase or component of the Work.
    e. Extra record photographs at time of final acceptance.
    f. Owner's request for special publicity photographs.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 33 00

SUBMITTAL PROCEDURES

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow seven days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow seven days for review of each resubmittal.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

   a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software or electronic form acceptable to Owner, containing the following information:

   a. Project name.
   b. Date.
   c. Name and address of Architect.
   d. Name of Contractor.
   e. Name of firm or entity that prepared submittal.
   f. Names of subcontractor, manufacturer, and supplier.
   g. Category and type of submittal.
   h. Submittal purpose and description.
   i. Specification Section number and title.
   j. Specification paragraph number or drawing designation and generic name for each of multiple items.
   k. Drawing number and detail references, as appropriate.
   l. Location(s) where product is to be installed, as appropriate.
   m. Related physical samples submitted directly.
   n. Indication of full or partial submittal.
   o. Transmittal number, numbered consecutively.
   p. Submittal and transmittal distribution record.
   q. Other necessary identification.
   r. Remarks.

NOT FOR BIDDING PURPOSES

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

   a. Project name.
   b. Number and title of appropriate Specification Section.
   c. Manufacturer name.
   d. Product name.

E. Options: Identify options requiring selection by Architect.

F. Deviations: Identify deviations from the Contract Documents on submittals.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

   1. Submit electronic submittals via email as PDF electronic files.

      Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

   2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

      a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
      b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

NOT FOR BIDDING PURPOSES

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. Submit Product Data before or concurrent with Samples.
5. Submit Product Data in the following format:

a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
3. Submit Shop Drawings in the following format:

a. PDF electronic file.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Submit product schedule in the following format:

a. PDF electronic file.

NOT FOR BIDDING PURPOSES

E. Application for Payment and Schedule of Values: Comply with Section 006276 “Application and Certificate for Payment Forms.

F. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."

G. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."

H. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

I. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

J. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

K. Schedule of Tests and Inspections: Comply with requirements specified in Section 01 40 00 "Quality Requirements."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

NOT FOR BIDDING PURPOSES

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

NOT FOR BIDDING PURPOSES

D. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.

NOT FOR BIDDING PURPOSES

2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

NOT FOR BIDDING PURPOSES

1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

C. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

NOT FOR BIDDING PURPOSES

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

1.9 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will provide at Owner’s cost testing and inspection services.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

NOT FOR BIDDING PURPOSES

6. Do not perform any duties of Contractor.

E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

A. TBD

3.2 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.3 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

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PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Toilets: Use of Owner's existing toilet facilities will not be permitted.

D. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

C. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."

E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

F. Construction Trailer: Provide a construction trailer for use by the on-site superintendent and sized to accommodate up to ten people for meetings.

1. Trailer shall be equipped with electricity and have printing / copying capability. All approved construction documents, shop drawings, etc. shall be stored in the construction trailer and shall be accessible at all times during working hours.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

NOT FOR BIDDING PURPOSES

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION

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SECTION 01 73 00

EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.
9. Correction of the Work.

B. Related Requirements:

1. Section 01 10 00 "Summary" for limits on use of Project site.
2. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

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PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

NOT FOR BIDDING PURPOSES

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Layout of all the work is the responsibility of the Contractor.

C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

NOT FOR BIDDING PURPOSES

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

NOT FOR BIDDING PURPOSES

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

NOT FOR BIDDING PURPOSES

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

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3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements"

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

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WASTE MANAGEMENT PROGRESS REPORT				
	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE		
MATERIAL CATEGORY		Recycled	Salvaged	Reused
1. Acoustical Ceiling Tiles				
2. Asphalt				
3. Asphalt Shingles				
4. Cardboard Packaging				
5. Carpet and Carpet Pad				
6. Concrete				
7. Drywall				
8. Fluorescent Lights and Ballasts				
9. Land Clearing Debris (vegetation, stumpage, dirt)				
10. Metals				
11. Paint (through hazardous waste outlets)				
12. Wood				
13. Plastic Film (sheeting, shrink wrap, packaging)				
14. Window Glass				
15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard)				
16. Other (insert description)				
17. Other (insert description)				
Total (In Weight)		(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)		
		Percentage of Waste Diverted	(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)	

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SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT

PART 1 — GENERAL

1.1 SUMMARY

A. Section includes: Administrative and procedural requirements for construction waste management activities.

1.2 DEFINITIONS

A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.

B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.

C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.

D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.

E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.

F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.

G. Approved Recycling Facility: Any of the following:

1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.

2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

1.3 SUBMITTALS

A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the **Notice to Proceed**.

B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit **3** copies of report.

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1.4 PERFORMANCE REQUIREMENTS

A. General: Divert a minimum of **75%** CDL waste, by weight, from the landfill by one, or a combination of the following activities:

1. Salvage
2. Reuse
3. Source-Separated CDL Recycling
4. Co-mingled CDL Recycling

B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:

1. Acoustical ceiling tiles
2. Asphalt
3. Asphalt shingles
4. Cardboard packaging
5. Carpet and carpet pad
6. Concrete
7. Drywall
8. Fluorescent lights and ballasts
9. Land clearing debris (vegetation, stumpage, dirt)
10. Metals
11. Paint (through hazardous waste outlets)
12. Wood
13. Plastic film (sheeting, shrink wrap, packaging)
14. Window glass
15. Wood
16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.5 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.

D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.

1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.

NOT FOR BIDDING PURPOSES

a. Owner
b. Architect
c. Contractor's superintendent
d. Major subcontractors
e. Waste Management Coordinator
f. Other concerned parties

2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:

   a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
   b. Review requirements for documenting quantities of each type of waste and its disposition.
   c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
   d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
   e. Review waste management requirements for each trade.

3. Minutes: Record discussion. Distribute meeting minutes to all participants.
   Note: If there is a Project Architect, they will perform this role.

1.6 WASTE MANAGEMENT PLAN — Contactor shall develop and document the following:

A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.

B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.

C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:

   1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.

   2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:

      a. Contracting with a deconstruction specialist to salvage materials generated,
      b. Selective salvage as part of demolition contractor's work,
      c. Reuse of materials on-site or sale or donation to a third party.

   3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:

      a. Requiring subcontractors to take their CDL waste to a recycling facility;
      b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved

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recycling or material recovery facility;
c. Processing and reusing materials on-site;
d. Self-hauling to a recycling or material recovery facility.

4. Name of recycling or material recovery facility receiving the CDL wastes.

5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Including cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2- PRODUCTS (Not Used)

PART 3— EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.

B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.

C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.

D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

NOT FOR BIDDING PURPOSES

F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.2 SOURCE SEPARATION

A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.

Separate recyclable materials by type.

1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.\
3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from weather.

3.3 CO-MINGLED RECYCLING

A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.

B. Transport CDL waste materials off Owner's property and legally dispose of them.

C. Burning of CDL waste is not permitted.

END OF SECTION

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SECTION 01 77 00

CLOSEOUT PROCEDURES

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PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.2 ACTION SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 00 and 01 Sections, including project record documents and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Participate with Owner in conducting inspection and walkthrough with local jurisdictions.
2. Complete final cleaning requirements, including touchup painting.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.5 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

NOT FOR BIDDING PURPOSES

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each item affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Architect will return annotated copy.
b. PDF electronic file. Architect will return annotated copy.

1.7 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence.

1. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Clean work area and structure before requesting inspection for Certification of Substantial Completion.

NOT FOR BIDDING PURPOSES

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 01 73 00 "Execution" for final property survey.
2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit two set(s) of marked-up record prints and a CD with scanned record drawings.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

D. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Work Change Directive.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

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1. Format: Annotated PDF electronic file with comment function enabled.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.
4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

    a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
    b. Architect will provide data file layer information. Record markups in separate layers.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

NOT FOR BIDDING PURPOSES

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 02 41 00

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 Definitions:

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated otherwise.

B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.2 Materials Ownership:

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be legally removed from Project site.

1.3 Submittals:

A. Proposed protection measures. Contractors shall meet with Owners' Representative to determine protection measures for areas adjacent to construction.

B. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition work, interruption of utility services, and locations of temporary partitions and means of egress, if required.

C. Pre-demolition Photographs: Show existing conditions of adjoining construction.

1.4 Regulatory Requirements:

A. Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.5 Standards:

A. Comply with ANSI A10.6 and NFPA 241.

1.6 Project Conditions:

A. Owner may occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

NOT FOR BIDDING PURPOSES

B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

C. Owner assumes no responsibility for condition of areas to be selectively demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

D. Contractor shall meet with Owner's Representative to discuss power and utility shutdowns.

1.7 Hazardous Materials:

A. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner.

1.8 Sale of removed items or materials on-site will not be permitted.

1.9 Existing Warranties:

A. Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 Repair Materials:

A. Use repair materials identical to existing materials.

1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

3.2 When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.3 Existing Utilities:

NOT FOR BIDDING PURPOSES

A. Maintain services indicated to remain and protect them against damage during selective demolition operations.

3.4 Utility Requirements:

A. Locate, identify, disconnect, shut off, and seal or cap off indicated utilities serving areas to be selectively demolished.

1. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.

3.5 Dangerous Materials:

A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.

3.6 Temporary Facilities:

A. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent items to remain.

3.7 Temporary Enclosures:

A. Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior if necessary.

3.8 Temporary Shoring:

A. Provide and maintain shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.10 Dust Control:

A. Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.

3.11 Disposal:

A. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent which complies with all state regulations.

NOT FOR BIDDING PURPOSES

2. Debris staging areas will be at agreed upon areas. Protection of property and people will be the responsibility of the contractor.

3.12 Cleaning:

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.13 Selective Demolition:

A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

3.14 Existing Facilities:

A. Comply with Owner's requirements for using and protecting building facilities during selective demolition operations.

3.15 Removed and Salvaged Items:

A. Comply with the following:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Protect items from damage during storage.

3.16 Removed and Reinstalled Items:

A. Comply with the following:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.

NOT FOR BIDDING PURPOSES

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.17 Existing Items to Remain:

A. Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.18 Patching and Repairs:

A. Promptly repair damage to adjacent construction caused by selective demolition operations.

1. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
2. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
4. Ceilings: patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.19 Disposal of Demolished Materials:

A. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION

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SECTION 04 20 00

UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Face Brick
2. Mortar
3. Masonry accessories
4. Masonry waste disposal

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 3, Section "Cast-in-Place"

1.3 PERFORMANCE REQUIREMENTS

A. Provide unit masonry that develops the following installed compressive strengths (f'm) at 28 days.

1. For Concrete Unit Masonry: As follows, based on net area:

a. f'm = 1500 psi (10.3 MPa).

1.4 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product data for each different masonry unit, accessory, and other manufactured product specified.

C. Samples for initial selection of the following:

1. Unit masonry samples in small-scale form showing the full range of colors and textures available for each different exposed masonry unit required.

D. Material certificates for the following, signed by manufacturer and Contractor, certifying that each material complies with requirements.

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1. Each different cement product required for mortar and grout, including name of manufacturer, brand, type, and weight slips at time of delivery.
2. Each material and grade indicated for reinforcing bars.
3. Each type and size of joint reinforcement.
4. Each type and size of anchors, ties, and metal accessories.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store masonry units on elevated platforms, under cover, and in a dry location to prevent their deterioration or damage due to moisture, temperature changes, contaminants, corrosion, and other causes. If units become wet, do not install until they are in an air-dried condition.

B. Store cementitious materials on elevated platforms, under cover, and in a dry location.

C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

D. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

E. Deliver mortar and grout materials in manufacturer's original, unopened, protective packaging.

1.6 PROJECT CONDITIONS

A. Protection of Masonry: During erection, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

1. Extend cover a minimum of 24 inches (600 mm) down both sides and hold cover securely in place.
2. Where one wythe of multi-wythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches (600 mm) down face next to unconstructed wythe and hold cover in place.

B. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.

1. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on ground and over wall surface.
2. Protect sills, ledges, and projections from mortar droppings.
3. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt on completed masonry.

C. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace

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unit masonry damaged by frost or freezing conditions. Comply with the following requirements:

1. Cold-Weather Construction: When the ambient temperature is within the limits indicated, use the following procedures:

   a. 40 to 32 deg F (4 to 0 deg C): Heat mixing water or sand to produce mortar temperatures between 40 and 120 deg F (4 and 49 deg C).
   b. 32 to 25 deg F (0 to -4 deg C): Heat mixing water and sand to produce mortar temperatures between 40 and 120 deg F (4 and 49 deg C). Heat grout materials to produce grout temperatures between 40 and 120 deg F (4 and 49 deg C). Maintain mortar and grout above freezing until used in masonry.
   c. 25 to 20 deg F (-4 to -7 deg C): Heat mixing water and sand to produce mortar temperatures between 40 and 120 deg F (4 and 49 deg C). Heat grout materials to produce grout temperatures between 40 and 120 deg F (4 and 49 deg C). Maintain mortar and grout above freezing until used in masonry. Heat masonry units to 40 deg F (4 deg C) if grouting. Use heat on both sides of walls under construction.
   d. 20 deg F (-7 deg C) and Below: Heat mixing water and sand to produce mortar temperatures between 40 and 120 deg F (4 and 49 deg C). Heat grout materials to produce grout temperatures between 40 and 120 deg F (4 and 49 deg C). Maintain mortar and grout above freezing until used in masonry. Heat masonry units to 40 deg F (4 deg C). Provide enclosures and use heat on both sides of walls under construction to maintain temperatures above 32 deg F (0 deg C) within the enclosures.

2. Cold-Weather Protection: When the mean daily temperature is within the limits indicated, provide the following protection:

   a. 40 to 25 deg F (4 to -4 deg C): Cover masonry with a weather-resistant membrane for 48 hours after construction.
   b. 25 to 20 deg F (-4 to -7 deg C): Cover masonry with insulating blankets or provide enclosure and heat for 48 hours after construction to prevent freezing. Install wind breaks when wind velocity exceeds 15 mi./h (25 km/h).
   c. 20 deg F (-7 deg C) and Below: Provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 48 hours after construction.

3. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and above and will remain so until masonry has dried out, but not less than 7 days after completion of cleaning.

E. Hot-Weather Requirements: Protect unit masonry work when temperature and humidity conditions produce excessive evaporation of water from mortar and grout. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F (38 deg C) and above.

PART 2 - PRODUCTS

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2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

1. Concrete Masonry Units:

   a. Anchor Concrete Products, Inc.
   b. Fizzano Bros.
   c. York Building Products Co., Inc.

2. Portland Cement, Mortar Cement, Masonry Cement, and Lime:

   a. Essroc Materials, Inc.
   b. Glen-Gery Corporation.
   c. Lafarge Corporation.
   d. Lehigh Portland Cement Co.
   e. Riverton Corporation (The).

3. Joint Reinforcement, Ties, and Anchors:

   a. AA Wire Products Co.
   b. Dur-O-Wal, Inc.
   c. Heckman Building Products, Inc.
   d. Hohmann & Barnard, Inc.
   e. Masonry Reinforcing Corp. of America.
   f. National Wire Products Industries.
   g. Southern Construction Products.

4. Masonry Sealers:

   - Harris Speciality Chemicals, Inc.

2.2 BRICK

A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units:

B. Clay Face Brick: Facing brick complying with ASTM C 216

1. Grade SW.
2. Type FBX.
3. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested according to ASTM C 67.
4. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."

NOT FOR BIDDING PURPOSES

5. Surface Coating: Brick with colors or textures produced by application of coatings shall withstand 50 cycles of freezing and thawing according to ASTM C 67 with no observable difference in the applied finish when viewed from 10 feet.
6. Size (Actual Dimensions): 3-5/8 inches wide by 2-1/4 inches high by 7-5/8 inches long.
7. Color and Texture: Match existing.

2.3 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color selected by Owner.

B. Masonry Cement: ASTM C 91.

1. For pigmented mortars, use premixed, colored masonry cements of formulation required to produce color indicated, or if not indicated, as selected from manufacturer's standard formulations. Pigments shall not exceed 5 percent of masonry cement by weight for mineral oxides nor 1 percent for carbon black.
2. For colored-aggregate mortars, use masonry cement of natural color or white as required to produce mortar color indicated.

C. Mortar Cement: U.B.C. Standard No. 21-14.

1. For pigmented mortars, use premixed, colored mortar cements of formulation required to produce color indicated, or if not indicated, as selected from manufacturer's standard formulations. Pigments shall not exceed 5 percent of mortar cement by weight for mineral oxides nor 1 percent for carbon black.
2. For colored-aggregate mortars, use mortar cement of natural color or white as required to produce mortar color indicated.

D. Hydrated Lime: ASTM C 207, Type S.

E. Portland Cement-Lime Mix: Packaged blend of portland cement complying with ASTM C 150, Type I or Type III, and hydrated lime complying with ASTM C 207.

1. For pigmented mortars, use colored portland cement-lime mix of formulation required to produce color indicated, or if not indicated, as selected from manufacturer's standard formulations. Pigments shall not exceed 10 percent of portland cement by weight for mineral oxides nor 2 percent for carbon black.

F. Aggregate for Mortar: ASTM C 144; except for joints less than 1/4 inch (6.5 mm), use aggregate graded with 100 percent passing the No. 16 (1.18 mm) sieve.

1. White-Mortar Aggregates: Natural white sand or ground white stone.
2. Colored-Mortar Aggregates: Natural-colored sand or ground marble, granite, or other sound stone, as required to match Architectural (split and ground face) CMU.

NOT FOR BIDDING PURPOSES

G. Aggregate for Grout: ASTM C 404.

H. Ready-Mixed Mortar: Cementitious materials, water, and aggregate complying with requirements specified in this Article; combined with set-controlling admixtures to produce a ready-mixed mortar complying with ASTM C 1142.

I. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494, Type C, and recommended by the manufacturer for use in masonry mortar of composition indicated.

J. Water: Potable.

K. Products: Subject to compliance with requirements, provide one of the following:

1. Colored Masonry Cement:

a Brixment-in-Color; Essroc Materials, Inc.
b. Centurion Colorbond; Lafarge Corporation.
c. Lehigh Custom Color Masonry Cement; Lehigh Portland Cement Co.
d. Flamingo Color Masonry Cement; Riverton Corporation (The).

2. Colored Portland Cement-Lime Mix:

a. Color Mortar Blend; Glen-Gery Corporation.
b. Centurion Colorbond PL; Lafarge Corporation.
c. Lehigh Custom Color Portland/Lime; Lehigh Portland Cement Co.
d. Riverton Portland Cement Lime Custom Color; Riverton Corporation (The).

3. Cold-Weather Admixture:

a. Accelguard 80; Euclid Chemical Co.
b. Morset; Grace: W.R. Grace & Co.

2.4 MISCELLANEOUS MASONRY ACCESSORIES

A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Type 2, Class A, Grade 1; compressible up to 35 percent; of width and thickness indicated; formulated from the following material:

1. Neoprene.
2. Urethane.
3 Polyvinyl chloride.

B. Preformed Control-Joint Gaskets: Material as indicated below, designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

1. Styrene-Butadiene Rubber Compound: ASTM D 2000, Designation M2AA-805.

NOT FOR BIDDING PURPOSES

C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

D. Joint Sealant: Polyurethane, elastomeric sealant meeting the requirements of ASTM C-920. Color to match mortar.

E. Weep Hole Vents: Quadra Vent (QU) by Hohmann & Barnard, Inc. or approved equal.

2.5 MASONRY CLEANERS

A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new constructions stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Diedrich Technologies, Inc.
b. EaCo Chem, Inc.
c. ProSoCo, Inc.

2.6 MASONRY SEALER

A. Water-based penetrating sealer: Clear, voc-compliant, water repellant sealer for concrete block.

2.7 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
2. Add cold-weather admixture (if used) at the same rate for all mortar, regardless of weather conditions, in order to ensure that mortar color is consistent.

B. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification, for types of mortar indicated below:

1. Limit cementitious materials in mortar to portland cement and lime.
2. For masonry below grade, in contact with earth, and where indicated, use type indicated below:

a. Type: S.
b. Type: M.

NOT FOR BIDDING PURPOSES

3. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions, and for other applications where another type is not indicated, use type indicated below:

a. Type: N.

E. Grout for Unit Masonry: Comply with ASTM C 476. Use grout of consistency indicated or, if not otherwise indicated, of consistency (fine or coarse) at time of placement that will completely fill spaces intended to receive grout.

1. Use fine grout in grout spaces less than 2 inches (50 mm) in horizontal dimension, unless otherwise indicated.
2. Use coarse grout in grout spaces 2 inches (50 mm) or more in least horizontal dimension, unless otherwise indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of unit masonry. Do not proceed with installation until unsatisfactory conditions have been corrected.

B. Examine rough-in and built-in construction to verify actual locations of piping connections prior to installation.

3.2 INSTALLATION, GENERAL

A. Thickness: Build cavity and composite walls and other masonry construction to the full thickness shown. Build single-wythe walls to the actual thickness of the masonry units, using units of thickness indicated.

B. Build chases and recesses to accommodate items specified in this and other Sections of the Specifications.

C. Leave openings for equipment to be installed before completion of masonry. After installing equipment, complete masonry to match construction immediately adjacent to the opening.

D. Cut masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide continuous pattern and to fit adjoining construction. Use full-size units without cutting, where possible. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

E. Mix units for exposed unit masonry from several pallets or cubes as they are placed to produce uniform blend of colors and textures.

NOT FOR BIDDING PURPOSES

3.3 CONSTRUCTION TOLERANCES

A. Variation from Plumb: For vertical lines and surfaces of columns, walls, and arrises, do not exceed 1/4 inch in 10 feet (6 mm in 3 m), nor 3/8 inch in 20 feet (10 mm in 6 m), nor 1/2 inch in 40 feet (12 mm in 12 m) or more. For external corners, expansion joints, control joints, and other conspicuous lines, do not exceed 1/4 inch in 20 feet (6 mm in 6 m), nor 1/2 inch in 40 feet (12 mm in 12 m) or more. For vertical alignment of head joints, do not exceed plus or minus 1/4 inch in 10 feet (6 mm in 3 m), nor 1/2 inch (12 mm) maximum.

B. Variation from Level: For bed joints and lines of exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines, do not exceed 1/4 inch in 20 feet (6 mm in 6 m), nor 1/2 inch in 40 feet (12 mm in 12 m) or more. For top surface of bearing walls, do not exceed 1/8 inch (3 mm) in 10 feet (3 m), nor 1/16 inch (1.5 mm) within width of a single unit.

C. Variation of Linear Building Line: For position shown in plan and related portion of columns, walls, and partitions, do not exceed 1/2 inch in 20 feet (12 mm in 6 m), nor 3/4 inch in 40 feet (19 mm in 12 m) or more.

D. Variation in Cross-Sectional Dimensions: For columns and thickness of walls, from dimensions shown, do not exceed minus 1/4 inch (6 mm) nor plus 1/2 inch (12 mm).

E. Variation in Mortar-Joint Thickness: Do not vary from bed-joint thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm). Do not vary bed-joint thickness from bed-joint thickness of adjacent course by more than 1/8 inch (3 mm). Do not vary from head-joint thickness indicated by more than plus or minus 1/8 inch (3 mm). Do not vary head-joint thickness from adjacent head-joint thickness by more than 1/8 inch (3 mm). Do not vary from collar-joint thickness indicated by more than minus 1/4 inch (6 mm) or plus 3/8 inch (10 mm).

3.4 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint widths and for accurate locating of openings, movement-type joints, returns, and offsets. Avoid the use of less-than-half-size units at corners, jambs, and where possible at other locations.

B. Lay walls to comply with specified construction tolerances, with courses accurately spaced and coordinated with other construction.

C. Bond Pattern for Exposed Masonry: Lay exposed masonry in the running bond pattern.

D. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches (50 mm). Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.

E. Stopping and Resuming Work: In each course, rack back 1/2-unit length for one-half running; do not tooth. Clean exposed surfaces of set masonry, wet clay masonry units

NOT FOR BIDDING PURPOSES

lightly if required, and remove loose masonry units and mortar prior to laying fresh masonry.

F. Built-in Work: As construction progresses, build-in items specified under this and other Sections of the Specifications. Fill in solidly with masonry around built-in items.

G. Build nonload-bearing interior partitions full height of story to underside of solid floor or roof structure above and as follows:

1. Provide for closing voids between cells over partitions that are perpendicular to direction of cells. Provide a one-piece closure strip for partitions 100 mm 4 inches nominal or less in thickness and two-piece closure strips for wider partitions.

3.5 MORTAR BEDDING AND JOINTING

A. Lay hollow concrete masonry units as follows:

1. With full mortar coverage on horizontal and vertical face shells.
2. Bed webs in mortar in starting course on footings and in all courses of piers, columns, and pilasters, and where adjacent to cells or cavities to be filled with grout.
3. For starting course on footings where cells are not grouted, spread out full mortar bed, including areas under cells.
4. Maintain joint widths indicated, except for minor variations required to maintain bond alignment. If not indicated, lay walls with 3/8-inch (10-mm) joints.

B. Mixing pointing mortar: Mix all materials as dry as can be handled in a mechanical mixer until thoroughly combined. Just before pointing, add only enough water to make mortar workable. Use mortar within 20 minutes after adding water.

C. Mixing setting mortar: While mixer is in operation, add three-fourths of the required water, one-half of the sand, and all of the lime and cement; then the remainder of the sand. Allow batch to mix briefly; add water in small quantities until mortar is of a workable consistency. To ensure complete hydration, mix all cementitious materials and sand in mechanical batch mixer for a minimum of 10 minutes after adding all materials. If mortar begins to stiffen, retemper immediately by adding water and remix. When air temperature is 80 degrees F or higher, use mortar within 1 1/2 hours; under 80 degrees F, use within 2 hours. Discard remaining mortar. Retempering within these time limits will be permitted only as necessary to maintain workability. Use no calcium admixtures or antifreeze chemicals.

D. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness, unless otherwise indicated. Bed joints in split face block shall be raked.

3.6 HORIZONTAL-JOINT REINFORCEMENT

A. General: Provide continuous horizontal-joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch (16 mm) on

NOT FOR BIDDING PURPOSES

exterior side of walls, 1/2 inch (13 mm) elsewhere. Lap reinforcing a minimum of 6 inches (150 mm).

1. Space reinforcement not more than 16 inches (406 mm) o.c.
2. Provide reinforcement in mortar joint 1 block course above and below wall openings and extending 12 inches (305 mm) beyond opening.

   a. Reinforcement above is in addition to continuous reinforcement.

B. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated.

C. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcement units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.7 CONTROL AND EXPANSION JOINTS

A. General: Install control and expansion joints in unit masonry where indicated. Build-in related items as the masonry progresses. Do not form a continuous span through movement joints unless provisions are made to prevent in-plane restraint of wall or partition movement.

B. Form control joints in concrete masonry as follows:

1. Fit bond-breaker strips into hollow contour in ends of block units on one side of control joint. Fill the resultant core with grout and rake joints in exposed faces.

3.8 REPAIRING, POINTING, CLEANING, AND SEALING

A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or if units do not match adjoining units. Install new units to match adjoining units; install in fresh mortar or grout, pointed to eliminate evidence of replacement.

B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point-up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for application of sealants.

C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears prior to tooling joints.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.

NOT FOR BIDDING PURPOSES

3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
4. Wet wall surfaces with water prior to application of cleaners; remove cleaners promptly by rinsing thoroughly with clear water.
5. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2 applicable to type of stain present on exposed surfaces.

E. Protection: Provide final protection and maintain conditions that ensure unit masonry is without damage and deterioration at time of Substantial Completion.

3.9 MASONRY WASTE DISPOSAL

A. Recycling: Undamaged, excess masonry materials are Contractor's property and shall be removed from the Project site for his use.

B. Disposal as Fill Material: Dispose of clean masonry waste, including broken masonry units, waste mortar, and excess or soil-contaminated sand, by crushing and mixing with fill material as fill is placed.

1. Crush masonry waste to less than 4 inches (100 mm) in greatest dimension.
2. Mix masonry waste with at least 2 parts specified fill material for each part masonry waste. Fill material is specified in Division 2 Section "Earthwork."
3. Do not dispose of masonry waste as fill within 18 inches (450 mm) of finished grade.

C. Excess Masonry Waste: Remove excess, clean masonry waste that cannot be used as fill, as described above, and other masonry waste and legally dispose of off Owner's property.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 04 90 01

MASONRY RESTORATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes maintenance of unit masonry consisting of brick clay masonry restoration and cleaning as follows:

1. Repairing unit masonry, including replacing units.
2. Repointing joints.
3. Cleaning, including removing plant growth.
4. Repairing and refinishing of limestone units.
5. Sealing masonry and joints.

1.2 DEFINITIONS

A. Low-Pressure Spray: 50 psi or less (690 to 2750 kPa).

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples: For each exposed product and for each color and texture specified.

1.4 QUALITY ASSURANCE

A. Restoration Specialist Qualifications: Engage an experienced masonry restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience installing standard unit masonry is not sufficient experience for masonry restoration work.

1. At Contractor's option, work may be divided between two specialist firms: one for cleaning work and one for repair work.
2. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that clay masonry restoration and cleaning work is in progress.
3. Restoration Worker Qualifications: Persons who are experienced in restoration work of types they will be performing. When masonry units are being patched, assign at least one worker among those performing patching work who is trained and certified by manufacturer of patching compound to apply its products.

NOT FOR BIDDING PURPOSES

B. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.

1. Masonry Repair: Prepare sample areas for each type of masonry material indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than 2 adjacent whole units or approximately 48 inches (1200 mm) in least dimension. Erect sample areas in existing walls unless otherwise indicated, to demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:

a. Replacement:

1) Brick unit replaced.

b. Patching: Three small holes at least 1 inch (25 mm) in diameter for each type of masonry material indicated to be patched, so as to leave no evidence of repair.

2. Repointing: Rake out joints in 2 separate areas, for Owner's review.

PART 2 - PRODUCTS

2.1 MASONRY MATERIALS

A. Face Brick: Provide face brick, including specially molded, ground, cut, or sawed shapes where required to complete masonry restoration work.

1. Provide units with physical properties, colors, color variation within units, surface texture, size, and shape to match existing brickwork.

a. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.

B. Building Brick: Provide building brick complying with ASTM C 62, Grade SW where in contact with earth, Grade SW, MW, or NW for concealed backup; and of same vertical dimension as face brick, for masonry work concealed from view.

2.2 MORTAR MATERIALS

A. Portland Cement: ASTM C 150, Type I or Type II, white or gray or both where required for color matching of exposed mortar.

1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.

B. Hydrated Lime: ASTM C 207, Type S.

NOT FOR BIDDING PURPOSES

C. Mortar Sand: ASTM C 144 unless otherwise indicated.

1. Color: Provide natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
2. For pointing mortar, provide sand with rounded edges.
3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.

D. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.

E. Water: Potable.

2.3 CLEANING MATERIALS

A. Water: Potable.

B. Hot Water: Water heated to a temperature of 140 to 160 deg F (60 to 71 deg C).

C. Job-Mixed Detergent Solution: Basis of Design: Prosoco 600 Masonry Cleaner or SureKlean Restoration Cleaner. Provide one of these products or equal. Do not apply with pressure over 50 psi. Apply per manufacturer's recommendations.

2.4 ACCESSORY MATERIALS

A. Setting Buttons: Resilient plastic buttons, nonstaining to masonry, sized to suit joint thicknesses and bed depths of masonry units without intruding into required depths of pointing materials.

2.5 MORTAR MIXES

A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

B. Do not use admixtures in mortar unless otherwise indicated.

2.6 MASOSNRY REPAIR MATERIAL

A. Provide material specially formulated to repair or simulate masonry, brick or stone.

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B. Material shall be based on pure, natural hydraulic lime and aggregates.

C. Basis of Design: Lithomex Limeworks, US, Milford Square, PA, (215) 536-6706.

2.7 SILICATE DISPERSION PAINT

A. Provide exterior permeable finish able to chemically bond with red limestone substrate.

B. Basis of Design: ECO HOUSE Inorganic Mineral Paint System #1010 Quartzguard (877) ECO-HOUS.

2.8 CHEMICAL CLEANING SOLUTIONS

A. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by chemical-cleaner manufacturer.

B. Acidic Cleaner Solution for Brick: Dilute with water to produce hydrofluoric acid content of 3 percent or less, but not greater than that recommended by chemical-cleaner manufacturer.

2.9 MASONRY SEALER

A. Provide translucent, clear, liquid applied masonry sealer with 10-year waterproofing warranty.
   1. Product must be certified low VOC content.
   2. Product to conform with ASTM 642-82 “Masonry Absorption Test for Brick.”
   3. Acceptable manufacturers: Basis of Design: Prosoco Sure Klean Custom Masonry Sealer or Siloxane PD Weather Seal. Provide one of these products or approved equal.

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.

B. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical-cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.

   1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. When no longer needed, promptly remove masking to prevent adhesive staining.
   2. Keep wall wet below area being cleaned to prevent streaking from runoff.

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3.2 BRICK REMOVAL AND REPLACEMENT

A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.

B. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.

C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.

D. Remove in an undamaged condition as many whole bricks as possible.

1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.

E. Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.

F. Replace removed damaged brick with other removed brick in good quality, where possible, or with new brick matching existing brick, including size. Do not use broken units unless they can be cut to usable size.

G. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.

1. Maintain joint width for replacement units to match existing joints.
2. Use setting buttons or shims to set units accurately spaced with uniform joints.

H. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. (30 g/194 sq. cm per min.). Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.

1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
2. Rake out mortar used for laying brick before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
3. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.

3.3 MASONRY UNIT PATCHING

A. Patching Bricks:

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1. Remove loose material from masonry surface. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4 inch (6 mm) thick, but not less than recommended by patching compound manufacturer.
2. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of masonry unit.
3. Mix patching compound in individual batches to match each unit being patched.
4. Rinse surface to be patched and leave damp, but without standing water.
5. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
6. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the masonry unit. Shape and finish surface before or after curing, as determined by testing, to best match existing masonry unit.
8. Keep each layer damp for 72 hours or until patching compound has set.

3.4 CLEANING MASONRY, GENERAL

A. Proceed with cleaning in an orderly manner. Ensure that dirty residues and rinse water will not wash over cleaned, dry surfaces.

B. Use only those cleaning methods indicated for each masonry material and location.

1. Do not use wire brushes or brushes that are not resistant to chemical cleaner being used. Do not use plastic-bristle brushes if natural-fiber brushes will resist chemical cleaner being used.
2. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage masonry.

   a. Equip units with pressure gages.

3. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with cone-shaped spray tip.
4. For water-spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.
5. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F (60 and 71 deg C) at flow rates indicated.

C. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces.

D. Water-Spray Application Method: Unless otherwise indicated, hold spray nozzle at least 6 inches (150 mm) from surface of masonry and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.

E. Chemical-Cleaner Application Methods: Apply chemical cleaners to masonry surfaces to comply with chemical-cleaner manufacturer's written instructions; use brush application. Do

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not spray apply at pressures exceeding 50 psi (345 kPa). Do not allow chemicals to remain on surface for periods longer than those indicated or recommended by manufacturer.

F. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.

1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.

3.5 PRELIMINARY CLEANING

A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing to dry as long as possible before removal. Remove loose soil and debris from open masonry joints to whatever depth they occur.

B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods being used. Extraneous substances include paint, calking, asphalt, and tar.

1. Carefully remove heavy accumulations of material from surface of masonry with a sharp chisel. Do not scratch or chip masonry surface.
2. Remove paint and calking with alkaline paint remover.

   a. Comply with requirements in "Paint Removal" Article.
   b. Repeat application up to two times if needed.

3. Remove asphalt and tar with solvent-type paint remover.

   a. Comply with requirements in "Paint Removal" Article.
   b. Apply paint remover only to asphalt and tar by brush without prewetting.
   c. Allow paint remover to remain on surface for 10 to 30 minutes.
   d. Repeat application if needed.

3.6 CLEANING MASONRY

A. Detergent Cleaning:

1. Wet masonry with cold water applied by low-pressure spray.
2. Scrub masonry with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that masonry surface remains wet.
3. Rinse with cold water applied by medium-pressure spray to remove detergent solution and soil.
4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.

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B. Mold, Mildew, and Algae Removal:

1. Wet masonry with cold water applied by low-pressure spray.
2. Apply mold, mildew, and algae remover by brush.
3. Scrub masonry with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that masonry surface remains wet.
4. Rinse with cold water applied by medium-pressure spray to remove mold, mildew, and algae remover and soil.
5. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.

C. Cleaning Implements

Furnish brushes that contain natural or nylon fiber bristles only. Do not use wire brushes. Scrapers and application paddles shall be made of wood with rounded edges. Metallic tools are not permitted.

3.7 REPOINTING MASONRY

A. Masonry Installation Conditions:

Do not perform any masonry repointing unless air temperatures are between 40 degrees F and 95 degrees F and will remain so for at least 48 hours after completion of work. Phase repointing during hot weather by completing process on the shady side of the building or schedule installation of materials during cooler evening hours to prevent premature evaporation of the water from the mortar. Do not use frozen materials or materials mixed or coated with ice or frost. Do not lower the freezing point of mortar by the use of admixtures or anti-freeze agents. Do not add chlorides to the mortar. Prevent repointing mortar from staining the face of the masonry or other exposed surfaces. Immediately remove all repointing mortar that comes in contact with such surfaces. Cover partially completed work when work is not in progress. Protect sills, ledges and projections from mortar droppings. If the Contractor fails to protect against building damage as a result of work of this Section, such damage shall be the Contractor's responsibility. The Contractor shall restore damaged areas to the complete satisfaction of the Owner at no expense to the Owner. Do not apply products under conditions outside manufacturer's requirements, which include:

1. Surfaces that are frozen; allow complete thawing prior to installation.
2. Surface and air temperatures below 5 degrees C 40 degrees F.
3. Surface and air temperatures above 35 degrees C 95 degrees F.
4. When surface or air temperature is not expected to remain above 5 degrees C 40 degrees F for at least 48 hours after application.
5. Wind conditions that may blow materials onto surfaces not intended to be treated.

B. Rake out and repoint joints to the following extent:

1. All joints in areas indicated.
2. Joints where mortar is missing or where they contain holes.
3. Cracked joints where cracks can be penetrated at least 1/4 inch (6 mm) by a knife blade 0.027 inch (0.7 mm) thick.

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4. Cracked joints where cracks are 1/8 inch (3 mm) or more in width and of any depth.
5. Joints where they sound hollow when tapped by metal object.
6. Joints where they are worn back 1/4 inch (6 mm) or more from surface.
7. Joints where they are deteriorated to point that mortar can be easily removed by hand, without tools.
8. Joints where they have been filled with substances other than mortar.
9. Joints indicated as sealant-filled joints.

C. Do not rake out and repoint joints where not required.

D. Rake out joints as follows, according to procedures demonstrated in approved mockup:

1. Remove mortar from joints to depth of joint width plus 1/8 inch (3 mm), but not less than 1/2 inch (13 mm) or not less than that required to expose sound, unweathered mortar.
2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Architect.

   a. Cut out mortar by hand with chisel and resilient mallet. Do not use power-operated grinders.
   b. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and resilient mallet.

E. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.

F. Pointing with Mortar:

1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours including weekends and holidays.

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a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.

6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

G. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.8 FINAL CLEANING

A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.

1. Do not use metal scrapers or brushes.
2. Do not use acidic or alkaline cleaners.

B. Warranties:

1. Cleaning Warranty:

Warrant cleaning procedures for a period of two years against harm to substrate (masonry and mortar) or to adjacent materials including, but not limited to, discoloration of substrate from improper procedures or usage, chemical damage from inadequate rinse procedures, and abrasive damage from improper procedures.

2. Repair Warranty

Warrant repair procedures, including repointing, for a period of two years against: discoloration or mismatch of new mortar to adjacent original historic mortar, discoloration or damage to masonry from improper mortar clean-up, loss of bond between masonry and mortar, fracturing of masonry edges from improper mortar joint preparation procedures or improper mortar formulation, and occurrence of efflorescence.

3.9 MASONRY SEALER

A. Apply masonry sealer per manufacturer's instructions.

END OF SECTION

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SECTION 06 10 53

MISCELLANEOUS ROUGH CARPENTRY

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PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Wood framing.
2. Miscellaneous lumber.
3. Interior wood trim.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA C2 (lumber) and AWPA C9 (plywood), except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).

B. Kiln-dry material after treatment to a maximum moisture content of 19 percent.

C. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

2.3 DIMENSION LUMBER

A. General: Of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.

B. Non-Load-Bearing Interior Partitions: Construction, Stud, or No. 2 grade and any of the following species:

1. Mixed southern pine; SPIB.
2. Eastern softwoods; NELMA.
3. Northern species; NLGA.
4. Western woods; WCLIB or WWPA.

C. Other Framing: Construction or No. 2 grade and any of the following species:

1. Douglas fir-larch, Douglas fir-larch (north), or Douglas fir-south; NLGA, WCLIB, or WWPA.
2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
3. Southern pine; SPIB.
4. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.

2.4 MISCELLANEOUS LUMBER

A. Provide miscellaneous lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Cants.
3. Nailers.
4. Furring.
5. Grounds.

B. For items of dimension lumber size, provide Construction, Stud, or No. 2 grade lumber with 19 percent maximum moisture content of any species.

C. For exposed boards, provide lumber, with 19 percent maximum moisture content, of eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Finish or 1 Common (Colonial) grade; NELMA, NLGA, WCLIB, or WWPA.

D. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine, No. 2 grade; SPIB.
2. Eastern softwoods, No. 2 Common grade; NELMA.
3. Northern species, No. 2 Common grade; NLGA.
4. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.

2.5 INTERIOR WOOD TRIM

A. Hardwood Lumber Trim for Transparent Finish (Stain or Clear Finish): Clear, kiln-dried, red oak or white maple finished lumber (S4S), selected for compatible grain and color.

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B. Lumber Trim for Opaque Finish (Painted): Finished lumber (S4S), either finger-jointed or solid lumber, of one of the following species and grades:

1. Grade D Select Finish or 2 Common eastern white pine; NELMA or NLGA.
2. Grade D Select (Quality) Idaho white, lodgepole, ponderosa, or sugar pine; NLGA or WWPA.

C. Moldings: Made to patterns included in WMMPA WM 7. Wood moldings made from kiln-dried stock and graded according to WMMPA WM 4.

1. Moldings for Transparent Finish (Stain or Clear Finish): N-grade eastern white, Idaho white, lodgepole, ponderosa, or sugar pine red oak.
2. Moldings for Opaque Finish (Painted): P-grade eastern white, Idaho white, lodgepole, ponderosa, or sugar pine

2.6 FASTENERS

A. General: Where carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Power-Driven Fasteners: CABO NER-272.

C. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

B. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.

C. Countersink fastener heads on exposed carpentry work and fill holes with wood filler.

D. Wood Structural Panels: Comply with applicable recommendations contained in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.

E. Wood Trim Installation: Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Cope at returns and miter at corners to produce tight-fitting joints. Use scarf joints for end-to-end joints.

1. Match color and grain pattern across joints.
2. Install trim after gypsum board joint-finishing operations are completed.

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3. Install to tolerance of 1/8 inch in 96 inches3 mm in 2438 mm for level and plumb. Install adjoining finish carpentry with 1/32-inch0.8-mm maximum offset for flush installation and 1/16-inch1.6-mm maximum offset for reveal installation.

END OF SECTION

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SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

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PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manufactured reglets with counterflashing.
2. Formed wall sheet metal fabrications.

1.2 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.3 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1.4 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Finish Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.

1. As-Milled Finish: Standard one-side bright.
2. Alclad Finish: Metallurgically bonded surfacing alloy on both sides, forming aluminum sheet with reflective luster.
3. Factory Prime Coating: Where painting after installation is required, pretreat metal with white or light-colored, factory-applied, baked-on epoxy primer coat; minimum dry film thickness of 0.2 mil (0.005 mm).
4. Clear Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

5. Exposed Coil-Coated Finish:

a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
b. Three-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
c. Siliconized Polyester: Epoxy primer and silicone-modified, polyester-enamel topcoat; with dry film thickness of not less than 0.2 mil (0.005 mm) for primer and 0.8 mil (0.02 mm) for topcoat.

C. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304, dead soft, fully annealed; 2B (bright, cold rolled) finish.

2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

B. Synthetic Underlayment: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over

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220 deg F (111 deg C); and complying with physical requirements of ASTM D 226/D 226M for Type I and Type II felts.

C. Self-Adhering, High-Temperature Sheet: Minimum 30 mils (0.76 mm) thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.

1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F (116 deg C) or higher.
2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F (29 deg C) or lower.

D. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m) minimum.

2.4 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

   a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
   b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
   c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.

2. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
3. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
4. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
5. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.

C. Solder:
1. For Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.

D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.

NOT FOR BIDDING PURPOSES

E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

H. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.

I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.5 MANUFACTURED REGLETS

A. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with interlocking counterflashing on exterior face, of same metal as reglet.

1. Material: Stainless steel, 0.019 inch (0.48 mm) thick or Aluminum, 0.024 inch (0.61 mm) thick.
2. Finish: Mill.

2.6 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.

1. Obtain field measurements for accurate fit before shop fabrication.
2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

C. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.

NOT FOR BIDDING PURPOSES

D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

F. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.

H. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches (50 mm).

B. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, according to manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.

C. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps and edges with roller. Cover underlayment within 14 days.

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

NOT FOR BIDDING PURPOSES

3. Space cleats not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
5. Torch cutting of sheet metal flashing and trim is not permitted.

B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of uncoated-aluminum or stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Seal joints as required for watertight construction. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches (38 mm); however, reduce pre-tinning where pre-tinned surface would show in completed Work.

1. Do not solder aluminum sheet.
2. Do not use torches for soldering.
3. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
4. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
5. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

H. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

NOT FOR BIDDING PURPOSES

3.3 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes sealants for the following applications, including those specified by reference to this Section:

1. Exterior joints in vertical surfaces and nontraffic horizontal surfaces.
2. Exterior joints in horizontal traffic surfaces.
3. Interior joints in vertical surfaces and horizontal nontraffic surfaces.
4. Interior joints in horizontal traffic surfaces.

1.3 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each type and color of joint sealant required. Install joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.

E. Product Test Reports: From a qualified testing agency indicating sealants comply with requirements, based on comprehensive testing of current product formulations.

F. Warranties: Special warranties specified in this Section.

NOT FOR BIDDING PURPOSES

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.

B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

C. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.

D. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.

E. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.

F. Test elastomeric joint sealants according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in peel, and indentation hardness.

G. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.

2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F (4.4 deg C).

3. When joint substrates are wet.

NOT FOR BIDDING PURPOSES

B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.

C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.8 WARRANTY

A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:

1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified in the sealant schedules at the end of Part 3.

2.2 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

B. Colors of Exposed Joint Sealants: Match Architect's samples.

NOT FOR BIDDING PURPOSES

C. Colors of Exposed Joint Sealants: As indicated by referencing manufacturer's designations.

D. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.

2.3 ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant, including those referencing ASTM C 920 classifications for type, grade, class, and uses.

B. Additional Movement Capability: Where additional movement capability is required, provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719.

C. Stain-Test-Response Characteristics: Where elastomeric sealants are applied to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

2.4 LATEX JOINT SEALANTS

A. Latex Sealant Standard: Comply with ASTM C 834.

2.5 PREFORMED JOINT SEALANTS

A. Preformed Silicone-Sealant System: For each product of this description, provide manufacturer's standard system consisting of pre-cured low-modulus silicone extrusion, in sizes to fit required joint widths, combined with a neutral-curing silicone sealant for bonding extrusions to substrates.

2.6 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

1. Type C: Closed-cell material with a surface skin, or
2. Type O: Open-cell material, or,
3. Type B: Bicellular material with a surface skin.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler

NOT FOR BIDDING PURPOSES

materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.7 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
   1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
   2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
   3. Remove laitance and form-release agents from concrete.
   4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine

NOT FOR BIDDING PURPOSES

primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.

E. Install sealants by proven techniques to comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses provided for each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealants from surfaces adjacent to joint.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
4. Provide flush joint configuration, per Figure 5B in ASTM C 1193, where indicated.
5. Provide recessed joint configuration, per Figure 5C in ASTM C 1193, of recess depth and at locations indicated.

NOT FOR BIDDING PURPOSES

a. Use masking tape to protect adjacent surfaces of recessed tooled joints.

G. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:

1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
2. Apply a bead of silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's printed schedule and covering a bonded area of not less than a 3/8 inch (10 mm). Hold edge of sealant bead inside of masking tape by 1/4 inch (6 mm).
3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
4. Complete installation of horizontal joints before installing vertical joints. Lap vertical joints over horizontal joints. At end of joints, cut silicone extrusion with a razor knife.

3.3 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.4 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion.

B. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 08 11 13

HOLLOW METAL FRAMES

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Steel door and frames.
2. Fire-rated door and frame assemblies.

B. Related Sections include the following:

1. Division 8 Section "Flush Wood Doors" for wood doors installed in steel frames.
2. Division 9 Section "Painting" for field painting factory-primed doors and frames.

1.3 DEFINITIONS

A. Steel Sheet Thicknesses: Thickness dimensions, including those referenced in ANSI A250.8, are minimums as defined in referenced ASTM standards for both uncoated steel sheet and the uncoated base metal of metallic-coated steel sheets.

1.4 SUBMITTALS

A. Product Data: For each type of door and frame indicated, include door designation, type, level and model, material description, core description, construction details, label compliance, sound and fire-resistance ratings, and finishes.

B. Shop Drawings: Show the following:

1. Elevations of each door design.
2. Details of doors including vertical and horizontal edge details.
3. Frame details for each frame type including dimensioned profiles.
4. Details and locations of reinforcement and preparations for hardware.
5. Details of each different wall opening condition.
6. Details of anchorages, accessories, joints, and connections.
7. Coordination of glazing frames and stops with glass and glazing requirements.

C. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for factory-finished doors and frames.

D. Door Schedule: Use same reference designations indicated on Drawings in preparing schedule for doors and frames.

1.5 QUALITY ASSURANCE

A. Steel Door and Frame Standard: Comply with ANSI A 250.8, unless more stringent requirements are indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver doors and frames cardboard-wrapped or crated to provide protection during transit and job storage. Provide additional protection to prevent damage to finish of factory-finished doors and frames.

B. Inspect doors and frames on delivery for damage, and notify shipper and supplier if damage is found. Minor damages may be repaired provided refinished items match new work and are acceptable to Architect. Remove and replace damaged items that cannot be repaired as directed.

C. Store doors and frames at building site under cover. Place units on minimum 4-inch-(100-mm-) high wood blocking. Avoid using nonvented plastic or canvas shelters that could create a humidity chamber. If door packaging becomes wet, remove cartons immediately. Provide minimum 1/4-inch (6-mm) spaces between stacked doors to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Steel Doors and Frames:

a. Amweld Building Products, Inc.
b. Benchmark Commercial Doors; a division of General Products Co., Inc.
c. Ceco Door Products; a United Dominion Company.
d. Curries Company.
e. Steelcraft; a division of Ingersoll-Rand.
f. S.W. Fleming, LTD.

2.2 MATERIALS

A. Hot-Rolled Steel Sheets: ASTM A 569/A 569M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

B. Cold-Rolled Steel Sheets: ASTM A 366/A 366M, Commercial Steel (CS), or ASTM A 620/A 620M, Drawing Steel (DS), Type B; stretcher-leveled standard of flatness.

NOT FOR BIDDING PURPOSES

C. Metallic-Coated Steel Sheets: ASTM A 653/A 653M, Commercial Steel (CS), Type B, with an A40 (ZF120) zinc-iron-alloy (galvannealed) coating; stretcher-leveled standard of flatness.

D. Electrolytic Zinc-Coated Steel Sheet: ASTM A 591/A 591M, Commercial Steel (CS), Class B coating; mill phosphatized; suitable for unexposed applications; stretcher-leveled standard of flatness where used for face sheets.

2.3 DOORS

A. General: Provide doors of sizes, thicknesses, and designs indicated.

B. Interior Doors: Provide doors complying with requirements indicated below by referencing ANSI 250.8 for level and model and ANSI A250.4 for physical-endurance level:

1. Level 2 and Physical Performance Level B (Heavy Duty), Model 1 (Full Flush).

C. Exterior Doors: Provide doors complying with requirements indicated below by referencing ANSI A250.8 for level and model and ANSI A250.4 for physical-endurance level:

1. Level 2 and Physical Performance Level B (Heavy Duty), Model 1 (Full Flush).

D. Vision Lite Systems: Manufacturer's standard kits consisting of glass lite moldings to accommodate glass thickness and size of vision lite indicated.

2.4 FRAMES

A. General: Provide steel frames for doors and other openings that comply with ANSI A250.8 and with details indicated for type and profile. Conceal fastenings, unless otherwise indicated.

B. Frames of 0.053-inch- (1.3-mm-) thick steel sheet.

C. Door Silencers: Except on weather-stripped frames, fabricate stops to receive three silencers on strike jambs of single-door frames and two silencers on heads of double-door frames.

D. Supports and Anchors: Fabricated from not less than 0.042-inch- (1.0-mm-) thick, electrolytic zinc-coated or metallic-coated steel sheet.

E. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where zinc-coated items are to be built into exterior walls, comply with ASTM A 153/A 153M, Class C or D as applicable.

2.5 FABRICATION

A. General: Fabricate steel door and frame units to comply with ANSI A250.8 and to be rigid, neat in appearance, and free from defects including warp and buckle. Where practical, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at Project site.

NOT FOR BIDDING PURPOSES

B. Exterior Door Construction: For exterior locations and elsewhere as indicated, fabricate doors, panels, and frames from metallic-coated steel sheet. Close top and bottom edges of doors flush as an integral part of door construction.

C. Interior Door Faces: Fabricate exposed faces of doors and panels from cold-rolled steel sheet.

D. Core Construction: Manufacturer's standard core construction that produces a door complying with SDI standards.

E. Clearances for Non-Fire-Rated Doors: Not more than 1/8 inch (3.2 mm) at jambs and heads, except not more than 1/4 inch (6.4 mm) between pairs of doors. Not more than 3/4 inch (19 mm) at bottom.

F. Single-Acting, Door-Edge Profile: Square edge.

G. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."

H. Fabricate concealed stiffeners, reinforcement, edge channels, louvers, and moldings from either cold- or hot-rolled steel sheet.

I. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed screws and bolts.

J. Thermal-Rated (Insulating) Assemblies: At exterior locations and elsewhere as shown or scheduled, provide doors fabricated as thermal-insulating door and frame assemblies and tested according to ASTM C 236 or ASTM C 976 on fully operable door assemblies.

1. Unless otherwise indicated, provide thermal-rated assemblies with U-value of 0.41 Btu/sq. ft. x h x deg F (2.33 W/sq. m x K) or better.

K. Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements in ANSI A250.6 and ANSI A115 Series specifications for door and frame preparation for hardware.

1. For concealed overhead door closers, provide space, cutouts, reinforcement, and provisions for fastening in top rail of doors or head of frames, as applicable.

L. Frame Construction: Fabricate frames to shape shown.

1. For exterior applications, fabricate frames with mitered or coped and continuously welded corners and seamless face joints.
2. For interior applications, fabricate knock-down frames with mitered or coped corners, for field assembly.
3. Provide welded frames with temporary spreader bars.

M. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project site.

N. Locate hardware as indicated on Shop Drawings or, if not indicated, according to ANSI A250.8.

NOT FOR BIDDING PURPOSES

O. Glazing Stops: Manufacturer's standard, formed from 0.032-inch- (0.8-mm-) thick steel sheet.

1. Provide nonremovable stops on outside of exterior doors and on secure side of interior doors for glass, louvers, and other panels in doors.
2. Provide screw-applied, removable, glazing stops on inside of glass, louvers, and other panels in doors.

2.6 FINISHES

A. Prime Finish: Manufacturer's standard, factory-applied coat of rust-inhibiting primer complying with ANSI A250.10 for acceptance criteria.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install steel doors, frames, and accessories according to Shop Drawings, manufacturer's data, and as specified.

B. Placing Frames: Comply with provisions in SDI 105, unless otherwise indicated. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.

1. Except for frames located in existing walls or partitions, place frames before construction of enclosing walls and ceilings.
3. In existing concrete construction, provide at least three completed opening anchors per jamb; install adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Set frames and secure to adjacent construction with bolts and masonry anchorage devices.
4. In metal-stud partitions, provide at least three wall anchors per jamb; install adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Attach wall anchors to studs with screws.
5. For in-place gypsum board partitions, install knock-down, drywall slip-on frames.
6. Install fire-rated frames according to NFPA 80.

C. Door Installation: Comply with ANSI A250.8. Fit hollow-metal doors accurately in frames, within clearances specified in ANSI A250.8. Shim as necessary to comply with SDI 122 and ANSI/DHI A115.1G.

3.2 ADJUSTING AND CLEANING

A. Prime-Coat Touchup: Immediately after installation, sand smooth any rusted or damaged areas of prime coat and apply touch up of compatible air-drying primer.

NOT FOR BIDDING PURPOSES

B. Protection Removal: Immediately before final inspection, remove protective wrappings from doors and frames.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 08 11 13

HOLLOW METAL DOORS AND FRAMES

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Standard and custom hollow metal doors and frames.
2. Steel sidelight, borrowed lite and transom frames.
3. Light frames and glazing installed in hollow metal doors.

B. Related Sections:

1. Division 04 Section "Unit Masonry" for embedding anchors for hollow metal work into masonry construction.
2. Division 08 Section "Glazing" for glass view panels in hollow metal doors.
3. Division 08 Section "Door Hardware".
4. Division 09 Sections "Exterior Painting" and "Interior Painting" for field painting hollow metal doors and frames.

C. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
2. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
3. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
4. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
5. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
6. ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
7. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
8. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
9. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.
10. ANSI/BHMA A156.115 - Hardware Preparation in Steel Doors and Frames.
11. ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
12. ANSI/NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association.
13. ANSI/NFPA 105: Standard for the Installation of Smoke Door Assemblies.

14. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
15. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
16. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, hardware reinforcements, profiles, anchors, fire-resistance rating, and finishes.

B. Door hardware supplier is to furnish templates, template reference number and/or physical hardware to the steel door and frame supplier in order to prepare the doors and frames to receive the finish hardware items.

C. Shop Drawings: Include the following:

1. Elevations of each door design.
2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
4. Locations of reinforcement and preparations for hardware.
5. Details of anchorages, joints, field splices, and connections.
6. Details of accessories.
7. Details of moldings, removable stops, and glazing.
8. Details of conduit and preparations for power, signal, and control systems.

D. Samples for Verification:

1. Samples are only required by request of the architect and for manufacturers that are not current members of the Steel Door Institute.

1.3 QUALITY ASSURANCE

A. Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.

B. Quality Standard: In addition to requirements specified, comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".

C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to UL10C (neutral pressure at 40” above sill) or UL 10C.

1. Oversize Fire-Rated Door Assemblies Construction: For units exceeding sizes of tested assemblies, attach construction label certifying doors are built to standard construction requirements for tested and labeled fire rated door assemblies except for size.
2. Temperature-Rise Limit: Where indicated and at vertical exit enclosures (stairwell openings) and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F (250 deg C) above ambient after 30 minutes of standard fire-test exposure.

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3. Smoke Control Door Assemblies: Comply with NFPA 105.

a. Smoke "S" Label: Doors to bear “S” label, and include smoke and draft control gasketing applied to frame and on meeting stiles of pair doors.

D. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257. Provide labeled glazing material.

E. Pre-Submittal Conference: Conduct conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier, Installer, and Contractor to review proper methods and procedures for installing hollow metal doors and frames and to verify installation of electrical knockout boxes and conduit at frames with electrified or access control hardware.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity.

1. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.6 COORDINATION

A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.

B. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. CECO Door Products (C).
2. Curries Company (CU).
3. Steelcraft (S).

2.2 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

2.3 HOLLOW METAL DOORS

A. General: Provide 1-3/4 inch doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8 and ANSI/NAAMM HMMA 867.

B. Exterior Doors (Energy Efficient): Face sheets fabricated of commercial quality hot-dipped zinc coated steel that complies with ASTM A924 A60. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model, ANSI/SDI A250.4 for physical performance level, and HMMA 867 for door construction.

1. Design: Flush panel.
2. Core Construction: Foamed in place polyurethane and steel stiffened laminated core with no stiffener face welds, in compliance with HMMA 867 “Laminated Core”.

   a. Provide 22 gauge steel stiffeners at 6 inches on-center internally welded at 5" on-center to integral core assembly, foamed in place polyurethane core chemically bonded to all interior surfaces. No stiffener face welding is permitted.
   b. Thermal properties to rate at a fully operable minimum U-Factor 0.29 and R-Value 3.4, including insulated door, thermal-break frame and threshold.
   c. Kerf Type Frames: Thermal properties to rate at a fully operable minimum U-Factor 0.36 and R-Value 2.7, including insulated door, kerf type frame, and threshold.

3. Level/Model: Level 3 and Physical Performance Level A (Extra Heavy Duty), Minimum 16 gauge (0.053 inch - 1.3-mm) thick steel, Model 2.
4. Vertical Edges: Vertical edges to be mechanically interlocked with hairline seam. Beveled Lock Edge, 1/8 inch in 2 inches (3 mm in 50 mm).

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5. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet. Doors with an inverted top channel to include a steel closure channel, screw attached, with the web of the channel flush with the face sheets of the door. Plastic or composite channel fillers are not acceptable.
6. Hinge Reinforcement: Minimum 7 gauge (3/16") plate 1-1/4" x 9".
7. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

C. Manufacturers Basis of Design:

1. Curries Company (CU) - Energy Efficient - 777 Trio-E Series.

2.4 HOLLOW METAL FRAMES

A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.

B. Thermal Break Frames: Subject to the same compliance standards and requirements as standard hollow metal frames. Tested for thermal performance in accordance with NFRC 102, and resistance to air infiltration in accordance with NFRC 400. Where indicated provide thermally broken frame profiles available for use in both masonry and drywall construction. Fabricate with 1/16” positive thermal break and integral vinyl weatherstripping.

C. Exterior Frames: Fabricated of hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60.

1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.
2. Frames: Minimum 16 gauge (0.053-inch -1.3-mm) thick steel sheet.
3. Manufacturers Basis of Design:

a. Curries Company (CU) – Thermal Break TQ Series.

D. Fire rated frames: Fabricate frames in accordance with NFPA 80, listed and labeled by a qualified testing agency, for fire-protection ratings indicated.

E. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 Table 4 with reinforcement plates from same material as frames.

2.5 FRAME ANCHORS

A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, formed from A60 metallic coated material, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
2. Stud Wall Type: Designed to engage stud and not less than 0.042 inch thick.

B. Floor Anchors: Floor anchors to be provided at each jamb, formed from A60 metallic coated material, not less than 0.042 inches thick.

NOT FOR BIDDING PURPOSES

C. Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.6 LIGHT OPENINGS AND GLAZING

A. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints at fabricator's shop. Fixed and removable stops to allow multiple glazed lites each to be removed independently. Coordinate frame rabbet widths between fixed and removable stops with the type of glazing and installation indicated.

B. Moldings for Glazed Lites in Doors and Loose Stops for Glazed Lites in Frames: Minimum 20 gauge thick, fabricated from same material as door face sheet in which they are installed.

C. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8 inch (16 mm) high unless otherwise indicated. Provide fixed frame moldings and stops on outside of exterior and on secure side of interior doors and frames.

D. Preformed Metal Frames for Light Openings: Manufacturer's standard frame formed of 0.048-inch-thick, cold rolled steel sheet; with baked enamel or powder coated finish; and approved for use in doors of fire protection rating indicated. Match pre-finished door paint color where applicable.

2.7 ACCESSORIES

A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.

B. Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.8 FABRICATION

A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.

B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.

C. Hollow Metal Doors:

1. Exterior Doors: Provide optional weep-hole openings in bottom of exterior doors to permit moisture to escape where specified.
2. Glazed Lites: Factory cut openings in doors with applied trim or kits to fit. Factory install glazing where indicated.
3. Astragals: Provide overlapping astragals as noted in door hardware sets in Division 08 Section "Door Hardware" on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted.
4. Continuous Hinge Reinforcement: Provide welded continuous 12 gauge strap for continuous hinges specified in hardware sets in Division 08 Section "Door Hardware".

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D. Hollow Metal Frames:

1. Shipping Limitations: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.

    a. Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.

3. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
4. High Frequency Hinge Reinforcement: Provide high frequency hinge reinforcements at door openings 48-inches and wider with mortise butt type hinges at top hinge locations.
5. Continuous Hinge Reinforcement: Provide welded, continuous 12 gauge straps for continuous hinges specified in hardware sets in Division 08 Section "Door Hardware".
6. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.
7. Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.
8. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
9. Jamb Anchors: Provide number and spacing of anchors as follows:

    a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:

        1) Two anchors per jamb up to 60 inches high.
        2) Three anchors per jamb from 60 to 90 inches high.
        3) Four anchors per jamb from 90 to 120 inches high.
        4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.

    b. Stud Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:

        1) Three anchors per jamb up to 60 inches high.
        2) Four anchors per jamb from 60 to 90 inches high.
        3) Five anchors per jamb from 90 to 96 inches high.
        4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
        5) Two anchors per head for frames above 42 inches wide and mounted in metal stud partitions.
10. Door Silencers: Except on weatherstripped or gasketed doors, drill stops to receive door silencers. Silencers to be supplied by frame manufacturer regardless if specified in Division 08 Section "Door Hardware".

NOT FOR BIDDING PURPOSES

11. Bituminous Coating: Where frames are fully grouted with an approved Portland Cement based grout or mortar, coat inside of frame throat with a water based bituminous or asphaltic emulsion coating to a minimum thickness of 3 mils DFT, tested in accordance with UL 10C and applied to the frame under a 3rd party independent follow-up service procedure.

E. Hardware Preparation: Factory prepare hollow metal work to receive template mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."

1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
2. Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.
3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
4. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.

2.9 STEEL FINISHES

A. Prime Finishes: Doors and frames to be cleaned, and chemically treated to insure maximum finish paint adhesion. Surfaces of the door and frame exposed to view to receive a factory applied coat of rust inhibiting shop primer.

1. Shop Primer: Manufacturer's standard, fast-curing, lead and chromate free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; and compatible with substrate and field-applied coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. General Contractor to verify the accuracy of dimensions given to the steel door and frame manufacturer for existing openings or existing frames (strike height, hinge spacing, hinge back set, etc.).

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove welded in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.

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B. Prior to installation, adjust and securely brace welded hollow metal frames for square, level, twist, and plumb condition.

C. Tolerances shall comply with SDI-117 "Manufacturing Tolerances Standard Steel Doors and Frames."

D. Drill and tap doors and frames to receive non-template, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.

B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11 and NFPA 80 at fire rated openings.

1. Set frames accurately in position, plumbed, leveled, aligned, and braced securely until permanent anchors are set. After wall construction is complete and frames properly set and secured, remove temporary braces, leaving surfaces smooth and undamaged. Shim as necessary to comply with installation tolerances.
2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar.
4. Grout Requirements: Do not grout head of frames unless reinforcing has been installed in head of frame. Do not grout vertical or horizontal closed mullion members.

C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.

1. Non-Fire-Rated Standard Steel Doors:

a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.
b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.

2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

D. Field Glazing: Comply with installation requirements in Division 08 Section "Glazing" and with hollow metal manufacturer's written instructions.

3.4 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.

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B. Remove grout and other bonding material from hollow metal work immediately after installation.

C. Prime-Coat and Painted Finish Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat, or painted finishes, and apply touchup of compatible air drying, rust-inhibitive primer, zinc rich primer (exterior and galvanized openings) or finish paint.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 08 41 00

ALUMINUM FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes fixed windows.

B. See Division 8 Section “Door Hardware.”

1.2 PERFORMANCE REQUIREMENTS

A. General: Provide aluminum windows capable of complying with performance requirements indicated, based on testing manufacturer's windows that are representative of those specified and that are of minimum test size required by AAMA/NWWDA 101/I.S.2.

B. Air Infiltration: Maximum rate not more than .1ft3/min/ft2 when tested according to AAMA/NWWDA 101/I.S.2, Air Infiltration Test.

C. Forced-Entry Resistance: Comply with Performance Level 10 requirements when tested according to ASTM F 588.

D. Thermal Movements: Provide aluminum windows, including anchorage, that accommodate thermal movements of units resulting from the following maximum change (range) in ambient and surface temperatures without buckling, distortion, opening of joints, failure of joint sealants, damaging loads and stresses on glazing and connections, and other detrimental effects. Base engineering calculation on actual surface temperatures of materials due to solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C) material surfaces.

E. Life-Cycle Testing: Test according to AAMA 910 and comply with AAMA/NWWDA 101/I.S.2.

F. Specific Product Performance Requirements: Comply with Section 2.2 of AAMA/NWWDA 101/I.S.2 as applicable to types of aluminum windows indicated.

1.3 SUBMITTALS

A. Product Data: For each type of aluminum window and door indicated.

B. Shop Drawings: Include plans, elevations, sections, details, hardware, attachments to other Work, and operational clearances.

C. Samples: For each exposed finish.

NOT FOR BIDDING PURPOSES

D. Field quality-control test reports.

E. Product test reports.

F. Maintenance data.

1.4 QUALITY ASSURANCE

A. Installer: A qualified installer, approved by manufacturer to install manufacturer's products.

B. Fenestration Standard: Comply with AAMA/NWWDA 101/I.S.2, "Voluntary Specifications for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors," for minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.

C. Glazing Publications: Comply with published recommendations of glass manufacturers and GANA's "Glazing Manual" unless more stringent requirements are indicated.

1.5 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace aluminum windows and doors that fail in materials and workmanship within two years from date of Substantial Completion.

B. Warranty Period for Metal Finishes: Ten years from date of Substantial Completion.

C. Warranty Period for Glass: Twenty years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following product or equal.

1. YKK Wide Stile Doors

2.2 GLAZING

A. Glass: Insulated tinted tempered glass, pyrolitic hardcoat for door glass.

B. Glazing System: Glazing method shall be dry type in accordance with manufacturer’s standards. Glazing beads and a compression gasket of dense elastometer in accordance with ASTM C864.

2.3 FABRICATION

A. General: Fabricate aluminum windows, in sizes indicated, that comply with requirements and that meet or exceed AAMA/NWWDA 101/I.S.2 performance requirements for the

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following window type and performance class. Include a complete system for assembling components and anchoring windows.

1. Fixed Windows: HC.

B. Fabricate aluminum windows that are reglazable without dismantling sash or ventilator framing.

C. Glazing Stops: Provide snap-on glazing stops coordinated with Division 8 Section "Glazing" and glazing system indicated. Provide glazing stops to match sash and ventilator frames.

2.4 FINISHES

A. Aluminum Anodic Finish: Class I, clear anodic coating complying with AAMA 611.

1. Color: Selected by Owner.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install windows and doors level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.

B. Set sill members in bed of sealant or with gaskets.

C. Metal Protection: Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials by complying with requirements specified in "Dissimilar Materials" Paragraph in Appendix B in AAMA/NWWDA 101/I.S.2.

D. Lubricate hardware and moving parts.

E. Protect window and door surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written recommendations.

F. Clean aluminum surfaces immediately after installing. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.

G. Clean factory-glazed glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels and clean surfaces.

H. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 08 51 13

ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes aluminum windows for exterior locations.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.

1.3 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.

1. Warranty Period:

a. Window: 10 years from date of Substantial Completion.
b. Glazing Units: Five years from date of Substantial Completion.
c. Aluminum Finish: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. YKK (Basis of Design)

B. Graham Windows

C. Kawneer

D. C.R. Laurence

2.2 WINDOW PERFORMANCE REQUIREMENTS

A. Product Standard: AAMA/WDMA/CSA 101/I.S.2/A440.

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1. Minimum Performance Grade: 10.

B. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.30 Btu/sq. ft. x h x deg F or less.

C. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.40 or better.

D. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 67.

2.3 ALUMINUM WINDOWS

A. Operating Types: Fixed.

B. Frames and Sashes: Thermally broken aluminum extrusions complying with AAMA/WDMA/CSA 101/I.S.2/A440.

C. Insulating-Glass Units: ASTM E 2190.

1. Glass: ASTM C 1036, Type 1, Class 1, q3.

a. Tint: Gray.

2. Filling: Fill space between glass lites with argon.
3. Low-E Coating: Pyrolytic on second surface.

D. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.

E. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.

F. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.

1. Exposed Fasteners: Do not use exposed fasteners to the greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.4 ACCESSORIES

A. Panning Trim: Extruded-aluminum profiles in sizes and configurations per manufacturer.

B. Receptor System: Two-piece, snap-together, thermally broken, extruded-aluminum receptor system that anchors windows in place.

NOT FOR BIDDING PURPOSES

2.5 FABRICATION

A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.

B. Glaze aluminum windows in the factory.

C. Weather strip each operable sash to provide weathertight installation.

D. Provide weep holes and internal passages to conduct infiltrating water to exterior.

E. Provide water-shed members above side-hinged sashes and similar lines of natural water penetration.

F. Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design wind loads of window units.

G. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation.

2.6 ALUMINUM FINISHES

A. Anodic Finish: Complying with AAMA 611.

1. Color: Selected by owner.

B. Baked-Enamel Finish: Thermosetting, modified-acrylic or polyester enamel primer/topcoat system complying with AAMA 2603, except with a minimum dry film thickness of 1.5 mils (0.04 mm), medium gloss.

1. Color: Selected by owner.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.

B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.

C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.

NOT FOR BIDDING PURPOSES

D. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

E. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.

F. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.

G. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 08 71 00

DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes commercial door hardware for the following:

1. Swinging doors.

B. Door hardware includes, but is not necessarily limited to, the following:

1. Mechanical door hardware.
2. Electromechanical door hardware.
3. Cylinders specified for doors in other sections.

C. Related Sections:

1. Division 08 Section “Hollow Metal Doors and Frames”.

D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ICC/IBC - International Building Code.
3. NFPA 70 - National Electrical Code.
4. NFPA 80 - Fire Doors and Windows.
5. NFPA 101 - Life Safety Code.
6. NFPA 105 - Installation of Smoke Door Assemblies.
7. State Building Codes, Local Amendments.

E. Standards: All hardware specified herein shall comply with the following industry standards:

1. ANSI/BHMA Certified Product Standards - A156 Series
2. UL10C – Positive Pressure Fire Tests of Door Assemblies

1.2 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

NOT FOR BIDDING PURPOSES

1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."

2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.

3. Content: Include the following information:

    a. Type, style, function, size, label, hand, and finish of each door hardware item.
    b. Manufacturer of each item.
    c. Fastenings and other pertinent information.
    d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    e. Explanation of abbreviations, symbols, and codes contained in schedule.
    f. Mounting locations for door hardware.
    g. Door and frame sizes and materials.
    h. Warranty information for each product.

4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

C. Shop Drawings: Details of electrified access control hardware indicating the following:

1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:

    a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
    b. Complete (risers, point-to-point) access control system block wiring diagrams.
    c. Wiring instructions for each electronic component scheduled herein.

2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.

D. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.

NOT FOR BIDDING PURPOSES

E. Informational Submittals:

1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals.

1.3 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

B. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

D. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.

1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.

2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.

E. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.

F. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:

1. Function of building, purpose of each area and degree of security required.
2. Plans for existing and future key system expansion.
3. Requirements for key control storage and software.
4. Installation of permanent keys, cylinder cores and software.

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5. Address and requirements for delivery of keys.

G. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.

1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
3. Review sequence of operation narratives for each unique access controlled opening.
4. Review and finalize construction schedule and verify availability of materials.
5. Review the required inspecting, testing, commissioning, and demonstration procedures

H. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.5 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.

NOT FOR BIDDING PURPOSES

C. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.6 WARRANTY

A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:

1. Structural failures including excessive deflection, cracking, or breakage.
2. Faulty operation of the hardware.
3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
4. Electrical component defects and failures within the systems operation.

C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.

D. Special Warranty Periods:

1. Ten years for mortise locks and latches.
2. Five years for exit hardware.
3. Twenty five years for manual surface door closer bodies.
4. Five years for motorized electric latch retraction exit devices.
5. Two years for electromechanical door hardware.

1.7 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.

B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:

NOT FOR BIDDING PURPOSES

C. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

D. Products furnished, but not installed, under this Section include the following. Coordinating, purchasing, delivering, and scheduling remain requirements of this Section.

1. Permanent cylinders, cores, and keys to be installed by Owner.

E. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

A. Continuous Geared Hinges: ANSI/BHMA A156.26 Grade 1-600 certified continuous geared hinge. with minimum 0.120-inch thick extruded 6060 T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Factory trim hinges to suit door height and prepare for electrical cut-outs.

1. Acceptable Manufacturers:

a. Bommer Industries (BO).
b. McKinney Products (MK).
c. Pemko Manufacturing (PE).

2.3 POWER TRANSFER DEVICES

A. Concealed Quick Connect Electric Power Transfers: Provide concealed wiring pathway housing mortised into the door and frame for low voltage electrified door hardware. Furnish with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.

1. Acceptable Manufacturers:

a. Pemko Manufacturing (PE) – EL-CEPT Series.
b. Securitron (SU) - EL-CEPT Series.

2.4 DOOR OPERATING TRIM

A. Door Push Plates and Pulls: ANSI/BHMA A156.6 certified door pushes and pulls of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.

NOT FOR BIDDING PURPOSES

1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.

5. Acceptable Manufacturers:

    a. Burns Manufacturing (BU).
    b. Rockwood Manufacturing (RO).
    c. Trimco (TC).

2.5 CYLINDERS AND KEYING

A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.

B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.

1. Acceptable Manufacturers:

    a. Stanley Best (BE).
    b. No Substitution.

C. Cylinders: Original manufacturer cylinders complying with the following:

1. Mortise Type: Threaded cylinders with rings and cams to suit hardware application.
2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
3. Bored-Lock Type: Cylinders with tailpieces to suit locks.
4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
5. Keyway: Match Facility Standard.

D. Permanent Cores: Manufacturer's standard; finish face to match lockset; complying with the following:

1. Interchangeable Cores: Core insert, removable by use of a special key; usable with other manufacturers' cylinders.

E. Keying System: Each type of lock and cylinders to be factory keyed.

1. Conduct specified "Keying Conference" to define and document keying system instructions and requirements.
2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.

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3. Existing System: Key locks to Owner's existing system.

F. Key Quantity: Provide the following minimum number of keys:

1. Change Keys per Cylinder: Three (3).
2. Master Keys (per Master Key Level/Group): Five (5).
3. Construction Keys (where required): Ten (10).

G. Construction Keying: Provide construction master keyed cylinders.

H. Key Registration List (Bitting List):

1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
2. Provide transcript list in writing or electronic file as directed by the Owner.

2.6 MECHANICAL LOCKS AND LATCHING DEVICES

A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 certified. Locksets are to be manufactured with a corrosion resistant steel case and be field-reversible for handing without disassembly of the lock body.

1. Acceptable Manufacturers:

a. Corbin Russwin Hardware (RU) – ML2000 Series.
b. Sargent Manufacturing (SA) – 8200 Series.
c. Yale Locks and Hardware (YA) – 8800FL Series.

2.7 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.

B. Standards: Comply with the following:

1. Strikes for Mortise Locks and Latches: BHMA A156.13.
2. Strikes for Bored Locks and Latches: BHMA A156.2.
3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
4. Dustproof Strikes: BHMA A156.16.

NOT FOR BIDDING PURPOSES

2.8 ELECTRIC STRIKES

A. Surface Mounted Rim Electric Strikes: Surface mounted rim exit device electric strikes conforming to ANSI/BHMA A156.31, Grade 1, and UL Listed for both Burglary Resistance and for use on fire rated door assemblies. Construction includes internally mounted solenoid with two heavy-duty, stainless steel locking mechanisms operating independently to provide tamper resistance. Strikes tested for a minimum of 500,000 operating cycles. Provide strikes with 12 or 24 VDC capability supplied standard as fail-secure unless otherwise specified. Option available for latchbolt and latchbolt strike monitoring indicating both the position of the latchbolt and locked condition of the strike. Strike requires no cutting to the jamb prior to installation.

1. Acceptable Manufacturers:

    a. HES (HS) - 9500/9600 Series.

2.9 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.

2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer’s catalog and template book for specific requirements.

3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.

4. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.

5. Electromechanical Options: Subject to same compliance standards and requirements as mechanical exit devices, electrified devices to be of type and design as specified in hardware sets. Include any specific controllers when conventional power supplies are not sufficient to provide the proper inrush current.

6. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.

    a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.

NOT FOR BIDDING PURPOSES

b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.

7. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.

8. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2” wide stiles.

9. Rail Sizing: Provide exit device rails factory sized for proper door width application.

10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.

B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Exit device latch to be stainless steel, pullman type, with deadlock feature.

1. Acceptable Manufacturers:

a. Corbin Russwin Hardware (RU) - ED4000 / ED5000 Series.
b. Sargent Manufacturing (SA) - 80 Series.
c. Von Duprin (VD) - 35A/98 XP Series.

2.10 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.

2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.

3. Cycle Testing: Provide closers which have surpassed 15 million cycles in a test witnessed and verified by UL.

4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.

5. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.

6. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.

NOT FOR BIDDING PURPOSES

7. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.

B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.

1. Acceptable Manufacturers:

a. Corbin Russwin Hardware (RU) – DC6000 Series.
b. Sargent Manufacturing (SA) - 351 Series.
c. Norton Door Controls (NO) - 7500 Series.

2.11 ARCHITECTURAL TRIM

A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.

Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1” LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.

2. Where plates are applied to fire rated doors with the top of the plate more than 16” above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer’s catalog and template book for specific requirements for size and applications.

3. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:

a. Stainless Steel: 300 grade, 050-inch thick.

4. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.

5. Acceptable Manufacturers:

a. Burns Manufacturing (BU).
b. Rockwood Manufacturing (RO).
c. Trimco (TC).

NOT FOR BIDDING PURPOSES

2.12 DOOR STOPS AND HOLDERS

A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.

B. Overhead Door Stops and Holders: ANSI/BHMA A156.6, Grade 1 certified overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.

1. Acceptable Manufacturers:

a. Rixson Door Controls (RF).
b. Rockwood Manufacturing (RO).
c. Sargent Manufacturing (SA).

2.13 ARCHITECTURAL SEALS

A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.

1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.

C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.

1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.

D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.

E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

1. Acceptable Manufacturers:

a. National Guard Products (NG).
b. Pemko Manufacturing (PE).
c. Reese Enterprises, Inc. (RE).

NOT FOR BIDDING PURPOSES

2.14 ELECTRONIC ACCESSORIES

A. Request-to-Exit Motion Sensor: Request-to-Exit Sensors motion detectors specifically designed for detecting exiting through a door from the secure area to a non-secure area. Include built-in timers (up to 60 second adjustable timing), door monitor with sounder alert, internal vertical pointability coverage, 12VDC or 24VDC power and selectable relay trigger with fail safe/fail secure modes.

1. Acceptable Manufacturers:

a. Securitron (SU) - XMS Series.

B. Door Position Switches: Door position magnetic reed contact switches specifically designed for use in commercial door applications. On recessed models the contact and magnetic housing snap-lock into a 1" diameter hole. Surface mounted models include wide gap distance design complete with armored flex cabling. Provide SPDT, N/O switches with optional Rare Earth Magnet installation on steel doors with flush top channels.

1. Acceptable Manufacturers:

a. Sargent Manufacturing (SA) – 3280 Series.
b. Securitron (SU) - DPS Series.

C. Power Supplies: Provide Nationally Recognized Testing Laboratory Listed 12VDC or 24VDC (field selectable) filtered and regulated power supplies. Include battery backup option with integral battery charging capability in addition to operating the DC load in event of line voltage failure. Provide the least number of units, at the appropriate amperage level, sufficient to exceed the required total draw for the specified electrified hardware and access control equipment.

1. Acceptable Manufacturers:

a. Sargent Manufacturing (SA) – 3500 Series.
b. Securitron (SU) - BPS Series.

2.15 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.16 FINISHES

A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.

B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware

NOT FOR BIDDING PURPOSES

C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.

B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.

1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.

B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:

1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

NOT FOR BIDDING PURPOSES

D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.

B. Clean adjacent surfaces soiled by door hardware installation.

C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SETS

A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

B.

NOT FOR BIDDING PURPOSES

C. Manufacturer's Abbreviations:

1. MK - McKinney
2. PE - Pemko
3. SU - Securitron
4. SA - Sargent
5. BE - Stanley Security Solutions Inc (BE)
6. HS - HES
7. RO - Rockwood
8. WW – Wiringwizard.net

Hardware Schedule

Set: 1.0

Doors: 106

2	Continuous Hinge	CFM__SLF-HD1 PT - DOOR HEIGHT		PE
1	Exit Device	16 55 72 AD8410 862	US32D	SA
1	Exit Device	16 55 56 72 AD8410 106 x 862	US32D	SA
3	Core	1C (to suit)	626	BE
2	Closer	351 OZ	EN	SA
2	Drop Plate	351A	EN	SA
1	Threshold	279x224AFGT MSES25SS		PE
1	Rain Guard	346C		PE
2	Sweep (w/drip edge)	3452CNB		PE
2	Frame Harness	QC-C1500P		MK
2	Door Harness	QC-C___ - LENGTH TO SUIT		MK
2	Electric Power Transfer	EL-CEPT		SU
2	Position Switch	DPS-M/W-BK		SU
1	Power Supply	BPS (type as required)		SU
1	Wiring Diagram	Elevation and Point to Point as Specified		WW

Notes: Perimeter/meeting stile seals by frame/door supplier.
Card reader by security integrator.
Electronic Operation: Valid card or key retracts latchbolt. Free egress at all times. In case of power loss, door remains locked and latched.

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Set: 2.0

Doors: 101, 102, 105, 107

1	Continuous Hinge	CFM__HD1 - DOOR HEIGHT		PE
1	Exit Device	16 72 8504 862	US32D	SA
2	Core	1C (to suit)	626	BE
1	Closer	351 CPS	EN	SA
1	Kick Plate	K1050 10" 4BE CSK	US32D	RO
1	Threshold	279x224AFGT MSES25SS		PE
1	Rain Guard	346C		PE
1	Gasketing (head/jamb)	S773BL		PE
1	Sweep (w/drip edge)	3452CNB		PE

Notes: Coordinate new hardware with existing frame.

Set: 3.0

Doors: 104

1	Continuous Hinge	CFM__HD1 - DOOR HEIGHT		PE
1	Storeroom Lock	72 8204 LNL	US26D	SA
1	Core	1C (to suit)	626	BE
1	Closer	351 CPS	EN	SA
1	Kick Plate	K1050 10" 4BE CSK	US32D	RO
1	Threshold	279x224AFGT MSES25SS		PE
1	Rain Guard	346C		PE
1	Gasketing (head/jamb)	S773BL		PE
1	Sweep (w/drip edge)	3452CNB		PE

Notes: Coordinate new hardware with existing frame.

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Set: 4.0

Doors: 100

1	Continuous Hinge	CFM__SLF-HD1 - DOOR HEIGHT		PE
1	Exit Device	72 AD8504 862	US32D	SA
1	Core	1C (to suit)	626	BE
1	Electric Strike	9600	630	HS
1	Closer	351 OZ	EN	SA
1	Drop Plate	351A	EN	SA
1	Threshold	279x224AFGT MSES25SS		PE
1	Rain Guard	346C		PE
1	Sweep (w/drip edge)	3452CNB		PE
1	Position Switch	DPS-M/W-BK		SU
1	Motion Sensor	XMS		SU
1	Power Supply	BPS (type as required)		SU
1	Wiring Diagram	Elevation and Point to Point as Specified		WW

Notes: Perimeter/meeting stile seals by frame/door supplier.
Card reader by security integrator.
Electronic Operation: Valid card releases electric strike or key retracts latchbolt. Free egress at all times. In case of power loss, door remains locked and latched.

Set: 5.0

Doors: 103

2	Continuous Hinge	CFM__HD1 - DOOR HEIGHT		PE
1	Exit Device	16 72 MD8410 862	US32D	SA
1	Exit Device	16 72 MD8410 106 x 862	US32D	SA
3	Core	1C (to suit)	626	BE
2	Closer	351 CPS	EN	SA
2	Kick Plate	K1050 10" 4BE CSK	US32D	RO
1	Threshold	279x224AFGT MSES25SS		PE
1	Rain Guard	346C		PE
1	Gasketing (head/jamb)	S773BL		PE
2	Sweep (w/drip edge)	3452CNB		PE
2	Astragal (split)	297AS		PE

END OF SECTION

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SECTION 08 71 00

DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes items known commercially as finish or door hardware that are required for swing, sliding, and folding doors, except special types of unique hardware specified in the same sections as the doors and door frames on which they are installed.

B. This Section includes the following:

1. Hinges.
2. Pivots.
3. Spring hinges.
4. Lock cylinders and keys.
5. Lock and latch sets.
6. Bolts.
7. Exit devices.
8. Push/pull units.
9. Closers.
10. Overhead holders.
11. Miscellaneous door control devices.
12. Door trim units.
13. Protection plates.
14. Sliding door equipment.
15. Weatherstripping for exterior doors.
16. Sound stripping for interior doors.
17. Astragals or meeting seals on pairs of doors.
18. Thresholds.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 8 Section "Hollow Metal Doors and Frames" for silencers integral with hollow metal frames.
2. Division 8 Section "Flush Wood Doors" for factory prefitting and factory premachining of doors for door hardware.
3. Division 8 Section “Aluminum Entrances and Storefronts”.

1.3 HARDWARE ALLOWANCE

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A. Selection and Ordering: Furnish door hardware as selected by Architect and other general provisions of the Contract. Owner will provide and install electronic security entrance system devices at guest entry doors and exterior doors accessible to the public.

B. Door hardware supplier's responsibilities shall be as follows:

1. Submittals: Submit through Contractor required product data, final hardware schedule, separate keying schedule, and samples as specified in this Section, unless otherwise indicated.
2. Construction Schedule: Inform Contractor promptly of estimated times and dates that will be required to process submittals, to furnish templates, to deliver hardware, and to perform other work associated with furnishing door hardware for purposes of including this data in construction schedule. Comply with this schedule.
3. Coordination and Templates: Assist Contractor as required to coordinate hardware with other work in respect to both fabrication and installation. Furnish Contractor with templates and deliver hardware to proper locations.
4. Product Handling: Package, identify, deliver, and inventory door hardware specified in this Section.
5. Discrepancies: Based on requirements indicated in Contract Documents in effect at time of door hardware selection, furnish types, finishes, and quantities of door hardware, including fasteners, and Owner's maintenance tools required to comply with specified requirements and as needed to install and maintain hardware. Furnish or replace any items of door hardware resulting from shortages and incorrect items at no cost to the Owner or Contractor. Obtain signed receipts from Contractor for all delivered materials.

C. Contractor's responsibilities shall be as follows:

1. Submittals: Coordinate and process submittals for door hardware in same manner as submittals for other work.
2. Construction Schedule: Cooperate with door hardware supplier in establishing scheduled dates for submittals and delivery of templates and door hardware. Incorporate in construction schedule the times and dates related to furnishing hardware by door hardware supplier.
3. Coordination: Coordinate door hardware with other Work. Furnish hardware supplier or manufacturer, including Owner retained electronic security device supplier, with shop drawings of other work where required or requested. Verify completeness and suitability of hardware with supplier.
4. Product Handling: Provide secure lock-up for hardware delivered to the site. Inventory hardware jointly with representative of hardware supplier and issue signed receipts for all delivered materials.
5. Installation Information: The general types and approximate quantities of hardware required for this Project are indicated at the end of this Section in order to establish Contractor's costs for installation and other work not included in allowance.

1.4 SUBMITTALS

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A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification sections.

B. Product data including manufacturers' technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.

C. Final hardware schedule coordinated with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Final Hardware Schedule Content: Based on hardware indicated, organize schedule into "hardware sets" indicating complete designations of every item required for each door or opening. Include the following information:

a. Type, style, function, size, and finish of each hardware item.
b. Name and manufacturer of each item.
c. Fastenings and other pertinent information.
d. Location of each hardware set cross referenced to indications on Drawings both on floor plans and in door and frame schedule.
e. Explanation of all abbreviations, symbols, and codes contained in schedule.
f. Mounting locations for hardware.
g. Door and frame sizes and materials.
h. Keying information.

2. Submittal Sequence: Submit final schedule at earliest possible date particularly where acceptance of hardware schedule must precede fabrication of other work that is critical in the Project construction schedule. Include with schedule the product data, samples, shop drawings of other work affected by door hardware, and other information essential to the coordinated review of schedule.
3. Submittal Sequence: Submit initial draft of final schedule along with essential product data in order to facilitate the fabrication of other work that is critical in the Project construction schedule. Submit final schedule after samples, product data, coordination with shop drawings of other work, delivery schedules, and similar information has been completed and accepted.
4. Keying Schedule: Submit separate detailed schedule indicating clearly how the Owner's final instructions on keying of locks has been fulfilled.

1.5 QUALITY ASSURANCE

A. Single Source Responsibility: Obtain each type of hardware (latch and lock sets, hinges, closers, etc.) from a single manufacturer.

B. Supplier Qualifications: A recognized architectural door hardware supplier, with warehousing facilities in the Project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that employs an experienced architectural hardware consultant (AHC) who is available to Owner, Architect, and Contractor, at reasonable times during the course of the Work, for consultation.

1. Require supplier to meet with Owner to finalize keying requirements and to

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obtain final instructions in writing.

C. Fire-Rated Openings: Provide door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and are identical to products tested by UL, Warnock Hersey, FM, or other testing and inspecting organization acceptable to authorities having jurisdiction for use on types and sizes of doors indicated in compliance with requirements of fire-rated door and door frame labels.

1.6 PRODUCT HANDLING

A. Tag each item or package separately with identification related to final hardware schedule, and include basic installation instructions with each item or package.

B. Packaging of door hardware is responsibility of supplier. As material is received by hardware supplier from various manufacturers, sort and repackage in containers clearly marked with appropriate hardware set number to match set numbers of approved hardware schedule. Two or more identical sets may be packed in same container.

C. Inventory door hardware jointly with representatives of hardware supplier and hardware installer until each is satisfied that count is correct.

D. Deliver individually packaged door hardware items promptly to place of installation (shop or Project site).

E. Provide secure lock-up for door hardware delivered to the Project, but not yet installed. Control handling and installation of hardware items that are not immediately replaceable so that completion of the Work will not be delayed by hardware losses both before and after installation.

1.7 MAINTENANCE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following

1. Butts and Hinges:

a. Bommer Industries, Inc.
b. Cal-Royal Products, Inc.
c. Hager Hinge Co.
d. Lawrence Brothers, Inc.
e. McKinney Products Co.

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f. H. Soss & Company.
g. Stanley Hardware, Div. Stanley Works.
h. H.B. Ives

2. Pivots:

a. Glynn-Johnson Corp.
b. Hager Hinge Co.
c. LCN, Div. Ingersoll-Rand Door Hardware Group.
d. Norton Door Controls, Div. Yale Security Inc.
e. Rixson-Firemark, Div. Yale Security Inc.
f. Stanley Hardware, Div. Stanley Works.

3. Key Control System:

a. Key Control Systems, Inc.
b. Telkee Inc.

4. Cylinders and Locks:

a. Arrow Lock Manufacturing Co.
b. Best Lock Corp.
c. Corbin & Russwin Architectural Hardware ML2000 Series
d. Falcon Lock Co.
e. Sargent Manufacturing Company. 8200 Series, LNP Design
f. Schlage Lock, Div. Ingersoll-Rand Door Hardware Group. L900 Series
g. Yale Security Inc. 8800 Series

5. Bolts:

a. Builders Brass Works Corp.
b. Glynn-Johnson Corp.
c. Hager Hinge Co.
d. H. B. Ives, A Harrow Company.
e. Quality Hardware Mfg. Co., Inc.; Div. Newman Tonks, Inc.
f. Stanley Hardware, Div. Stanley Works.
g. McKinney Products Co.

6. Exit/Panic Devices:

a. Adams Rite Manufacturing Co.
b. Arrow Lock Manufacturing Co.
c. Corbin & Russwin Architectural Hardware, Div. Black & Decker Corp.
d. Dor-O-Matic.
e. Monarch Hardware & Mfg. Co., Div Newman Tonks, Inc.
f. Precision Hardware, Inc.
g. Reed Exit Hardware, Div. Yale Security Inc.
h. Sargent Manufacturing Company.
i. Von Duprin, Div. Ingersoll-Rand Door Hardware Group.
j. Yale Security Inc.
k. Falcon Lock Co.

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7. Push/Pull Units:

   a. Baldwin Hardware Corp.
   b. Brookline Industries, Div. Yale Security Inc.
   c. Corbin & Russwin Architectural Hardware, Div. Black & Decker Corp.
   d. Hager Hinge Co.
   e. Hiawatha, Inc.
   f. H. B. Ives, A Harrow Company.
   g. Triangle Brass Manufacturing Company (Trimco).

8. Overhead Closers:

   a. Arrow Lock Manufacturing Co.
   b. Corbin & Russwin Architectural Hardware, Div. Black & Decker Corp.
   c. Dorma Door Controls International.
   d. International Door Closers, Inc.
   e. LCN, Div. Ingersoll-Rand Door Hardware Group.
   f. Monarch Hardware & Mfg. Co., Div Newman Tonks, Inc.
   g. Norton Door Controls, Div. Yale Security Inc.
   h. Rixson-Firemark, Div. Yale Security Inc.
   i. Sargent Manufacturing Company.
   j. Yale Security Inc.
   k. Falcon Lock Co.
   l. Stanley Hardware

9. Smoke-Activated Closers:

   a. Corbin & Russwin Architectural Hardware, Div. Black & Decker Corp.
   b. Dor-O-Matic.
   c. Dorma Door Controls International.
   d. Norton Door Controls, Div. Yale Security Inc.
   e. Rixson-Firemark, Div. Yale Security Inc.
   f. Yale Security Inc.

10. Floor Closers:

   a. Dor-O-Matic.
   b. Dorma Door Controls International.
   c. Rixson-Firemark, Div. Yale Security Inc.

11. Door Control Devices:

   a. Baldwin Hardware Corp.
   b. Brookline Industries, Div. Yale Security Inc.
   c. Builders Brass Works Corp.
   d. Corbin & Russwin Architectural Hardware, Div. Black & Decker Corp.
   e. Glynn-Johnson Corp.
   f. Hager Hinge Co.
   g. H. B. Ives, A Harrow Company.
   h. Quality Hardware Mfg. Co., Inc.; Div. Newman Tonks, Inc.

NOT FOR BIDDING PURPOSES

i. Triangle Brass Manufacturing Company (Trimco).

12. Kick, Mop, and Armor Plates:

a. Baldwin Hardware Corp.
b. Brookline Industries, Div. Yale Security Inc.
c. Corbin & Russwin Architectural Hardware, Div. Black & Decker Corp.
d. Hager Hinge Co.
e. Hiawatha, Inc.
f. H. B. Ives, A Harrow Company.
g. Triangle Brass Manufacturing Company (Trimco).

13. Sliding Door Hardware Sets:

a. Grant Hardware Co.
b. P. C. Henderson Inc.
c. L. E. Johnson Products, Inc.
d. Stanley Hardware, Div. Stanley Works.

14. Sliding Pocket Door Sets:

a. Grant Hardware Co.
b. P. C. Henderson Inc.
c. L. E. Johnson Products, Inc.
d./ Stanley Hardware, Div. Stanley Works.

15. Door Stripping and Seals:

a. Hager Hinge Co.
b. National Guard Products, Inc.
c. Pemko Manufacturing Co., Inc.
d. Reese Enterprises, Inc.
e. Sealeze Corp.
f. Ultra Industries.
g. Zero International, Inc.

16. Thresholds:

a. Hager Hinge Co.
b. National Guard Products, Inc.
c. Pemko Manufacturing Co., Inc.
d. Reese Enterprises, Inc.
e. Sealeze Corp.
f. Zero International, Inc.

17. Sound Stripping:

a. National Guard Products, Inc.
b. Pemko Manufacturing Co., Inc.
c. Reese Enterprises, Inc.
d. Zero International, Inc.

NOT FOR BIDDING PURPOSES

18. Astragals:

a. Hager Hinge Co.
b. National Guard Products, Inc.
c. Pemko Manufacturing Co., Inc.
d. Reese Enterprises, Inc.
e. Zero International, Inc.

2.2 MATERIALS AND FABRICATION

A. Manufacturer's Name Plate: Do not use manufacturers' products that have manufacturer's name or trade name displayed in a visible location (omit removable nameplates) except in conjunction with required fire-rated labels and as otherwise acceptable to Architect.

1. Manufacturer's identification will be permitted on rim of lock cylinders only.

B. Base Metals: Produce hardware units of basic metal and forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units by applicable ANSI/BHMA A156 series standards for each type of hardware item and with ANSI/BHMA A156.18 for finish designations indicated. Do not furnish "optional" materials or forming methods for those indicated, except as otherwise specified.

C. Base Metals: Produce hardware units of basic metal and forming method indicated using manufacturer's standard metal alloy, composition, temper, and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units for finish designations indicated.

D. Fasteners: Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation. Do not provide hardware that has been prepared for self-tapping sheet metal screws, except as specifically indicated.

E. Furnish screws for installation with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Finish exposed (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.

F. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless their use is the only means of reinforcing the work adequately to fasten the hardware securely. Where thru-bolts are used as a means of reinforcing the work, provide sleeves for each thru-bolt or use sex screw fasteners.

2.3 HINGES, BUTTS, AND PIVOTS

A. Templates: Except for hinges and pivots to be installed entirely (both leaves) into wood

NOT FOR BIDDING PURPOSES

doors and frames, provide only template-produced units.

B. Screws: Provide Phillips flat-head screws complying with the following requirements:

1. For metal doors and frames install machine screws into drilled and tapped holes.
2. For wood doors and frames install wood screws.
3. For fire-rated wood doors install #12 x 1-1/4-inch (32-mm), threaded-to-the-head steel wood screws.
4. Finish screw heads to match surface of hinges or pivots.

C. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:

1. Out-Swing Exterior Doors: Nonremovable pins.
2. Out-Swing Corridor Doors with Locks: Nonremovable pins.
3. Interior Doors: Nonrising pins.
4. Tips: Flat button and matching plug, finished to match leaves, except where hospital tip (HT) indicated.

D. Number of Hinges: Provide not less than 3 hinges per door leaf for doors 90 inches (2250 mm) or less in height and one additional hinge for each 30 inches (750 mm) of additional height.

1. Fire-Rated Doors: Not less than 3 hinges per door leaf for doors 86 inches (2150 mm) or less in height with same rule for additional hinges.

2.4 LOCK CYLINDERS AND KEYING

A. Existing System: Grandmasterkey the locks to the Owner's existing system, with a new masterkey for the Project. The Owner’s existing system is the “Best” locks.

B. Review the keying system with the Owner and provide the type required (master, grandmaster or great-grandmaster), either new or integrated with Owner's existing system.

C. Equip locks with manufacturer's special 6-pin tumbler cylinder with construction masterkey feature that permits voiding of construction keys without cylinder removal, or equip locks with cylinders for interchangeable-core pin tumbler inserts. Furnish only temporary inserts for the construction period, and remove these when directed.

1. Furnish final cores and keys for installation by Owner.

D. Metals: Construct lock cylinder parts from stainless steel.

E. Comply with Owner's instructions for masterkeying and, except as otherwise indicated, provide individual change key for each lock that is not designated to be keyed alike with a group of related locks.

1. Permanently inscribe each key with number of lock that identifies cylinder manufacturer's key symbol, and notation, "DO NOT DUPLICATE."

F. Key Material: Provide keys of nickel silver only.

NOT FOR BIDDING PURPOSES

G. Key Quantity: Furnish 3 change keys for each lock, 5 master keys for each master system, and 5 grandmaster keys for each grandmaster system.

1. Furnish one extra blank for each lock.
2. Deliver keys to Owner.

2.5 LOCKS, LATCHES, AND BOLTS

A. Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with curved lip extended to protect frame, finished to match hardware set, unless otherwise indicated.

1. Provide flat lip strikes for locks with 3-piece, antifriction latch bolts as recommended by manufacturer.
2. Provide extra long strike lips for locks used on frames with applied wood casing trim.
3. Provide recess type top strikes for bolts locking into head frames, unless otherwise indicated.
4. Provide dust-proof strikes for foot bolts, except where special threshold construction provides nonrecessed strike for bolt.
5. Provide roller type strikes where recommended by manufacturer of the latch and lock units.

B. Lock Throw: Provide 5/8-inch (16-mm) minimum throw of latch on pairs of doors. Comply with UL requirements for throw of bolts and latch bolts on rated fire openings.

1. Provide 1/2-inch (13-mm) minimum throw of latch for other bored and preassembled types of locks and 3/4-inch (19-mm) minimum throw of latch for mortise locks. Provide 1-inch (25-mm) minimum throw for all dead bolts.

C. Flush Bolt Heads: Minimum of 1/2-inch- (13-mm-) diameter rods of brass, bronze, or stainless steel with minimum 12-inch- (300-mm-) long rod for doors up to 84 inches (2100 mm) in height. Provide longer rods as necessary for doors exceeding 84 inches (2100 mm) in height.

D. Exit Device Dogging: Except on fire-rated doors where closers are provided on doors equipped with exit devices, equip the units with keyed dogging device to keep the latch bolt retracted, when engaged.

2.6 PUSH/PULL UNITS

A. Exposed Fasteners: Provide manufacturer's standard exposed fasteners for installation, thru-bolted for matched pairs but not for single units.

B. Concealed Fasteners: Provide manufacturer's special concealed fastener system for installation, thru-bolted for matched pairs but not for single units.

2.7 CLOSERS AND DOOR CONTROL DEVICES

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A. Size of Units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit depending on size of door, exposure to weather, and anticipated frequency of use.

1. Provide parallel arms for all overhead closers, except as otherwise indicated.

B. Access-Free Manual Closers: Where manual closers are indicated for doors required to be accessible to the physically handicapped, provide adjustable units complying with ANSI A117.1 provisions for door opening force and delayed action closing.

C. Combination Door Closers and Holders: Provide units designed to hold door in open position under normal usage and to release and close door automatically under fire conditions. Incorporate an integral electromagnetic holder mechanism designed for use with UL listed fire detectors, provided with normally closed switching contacts.

1. Provide integral smoke detector device in combination door closers and holders complying with UL 228.

D. Flush Floor Plates: Provide finished metal flush floor plates for floor closers except where thresholds are indicated and cover plate is specified to be an integral part of threshold. Finish floor plate to match hardware sets, unless otherwise indicated.

E. Recessed Floor Plates: Provide recessed floor plates where no thresholds are indicated and floor closers are located in an area of resilient flooring. Recess plates to receive an insert of the floor finish material of the normal thickness as indicated. Provide extended spindle on closer as may be necessary to accommodate thickness of floor finish.

F. Provide grey resilient parts for exposed bumpers.

2.8 DOOR TRIM UNITS

A. Fasteners: Provide manufacturer's standard exposed fasteners for door trim units consisting of either machine screws or self-tapping screws.

B. Fabricate protection plates not more than 1-1/2 inches (38 mm) less than door width on hinge side and not more than 1/2 inch (13 mm) less than door width on pull side by height indicated.

1. Metal Plates: Stainless steel, 0.050 inch (U.S. 18 gage) (1.3 mm).

2.9 HARDWARE FOR INTERIOR SLIDING DOORS

A. General: Provide manufacturer's standard hardware for interior sliding doors when not furnished as part of complete door package.

B. Operating Hardware for Pocket Doors: Provide manufacturer's complete set consisting of extruded aluminum or galvanized steel overhead track, adjustable hangers (carriages), galvanized steel split-jambs and split-studs, wood nailers for head track, jambs and studs, galvanized steel brackets for assembly and attachment to floor and wall framing, bumpers, and nylon floor guides designed to accommodate the number (single and biparting), size, thickness, and weight of door leaves indicated. Provide flush pull and

NOT FOR BIDDING PURPOSES

edge pull for each door leaf.

2.10 WEATHERSTRIPPING AND SEALS

A. General: Provide continuous weatherstripping on exterior doors and smoke, light, or sound seals on interior doors where indicated or scheduled. Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

B. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strip is easily replaceable and readily available from stocks maintained by manufacturer.

C. Weatherstripping at Jambs and Heads: Provide bumper-type resilient insert and metal retainer strips, surface applied unless shown as mortised or semimortised, and of following metal, finish, and resilient bumper material:

1. Extruded aluminum with natural anodized finish, 0.062-inch (1.6-mm) minimum thickness of main walls and flanges.
2. Solid neoprene conforming to MIL R 6855, Class II, Grade 40.

a. Flexible, hollow bulb or loop insert.

D. Weatherstripping at Door Bottoms: Provide threshold consisting of contact-type resilient insert and metal housing of design and size shown and of following metal, finish, and resilient seal strip:

1. Extruded aluminum with natural anodized finish, 0.062-inch (1.6-mm) minimum thickness of main walls and flanges.
2. Flexible vinyl wiper or sweep seal strip.

2.11 THRESHOLDS

A. General: Except as otherwise indicated, provide standard metal threshold unit of type, size, and profile as shown or scheduled.

B. Exterior Hinged or Pivoted Doors: Provide units not less than 4 inches (100 mm) wide, formed to accommodate change in floor elevation where indicated, fabricated to accommodate door hardware and to fit door frames, and as follows:

1. For in-swinging doors provide units with interlocking lip and interior drain channel; include hook on bottom edge of door and drain pan.
2. For out-swinging doors provide units with interlocking lip and with hook on bottom edge of door to act as weather bar.
3. For out-swinging doors provide rabbeted type units with replaceable weatherstrip insert in stop.

2.12 HARDWARE FINISHES

A. Match items to the manufacturer's standard color and texture finish for the latch and lock sets (or push-pull units if no latch or lock sets).

B. Provide finishes that match those established by BHMA or, if none established, match the

NOT FOR BIDDING PURPOSES

Architect's sample.

C. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.

D. Provide protective lacquer coating on all exposed hardware finishes of brass, bronze, and aluminum, except as otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Mount hardware units at heights indicated in following applicable publications, except as specifically indicated or required to comply with governing regulations and except as otherwise directed by Architect.

1. "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by the Door and Hardware Institute.
2. "Recommended Locations for Builders Hardware for Custom Steel Doors and Frames" by the Door and Hardware Institute.
3. NWWDA Industry Standard I.S.1.7, "Hardware Locations for Wood Flush Doors."

B. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Where cutting and fitting is required to install hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation or application of surface protection with finishing work specified in the Division 9 Sections. Do not install surface-mounted items until finishes have been completed on the substrates involved.

C. Set units level, plumb, and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

D. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.

E. Set thresholds for exterior doors in full bed of butyl-rubber or polyisobutylene mastic sealant complying with requirements specified in Division 7 Section "Joint Sealers."

F. Weatherstripping and Seals: Comply with manufacturer's instructions and recommendations to the extent installation requirements are not otherwise indicated.

3.2 ADJUSTING, CLEANING, AND DEMONSTRATING

A. Adjust and check each operating item of hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate freely and smoothly or as intended for the application made.

1. Where door hardware is installed more than one month prior to acceptance or

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occupancy of a space or area, return to the installation during the week prior to acceptance or occupancy and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.

B. Clean adjacent surfaces soiled by hardware installation.

C. Instruct Owner's personnel in the proper adjustment and maintenance of door hardware and hardware finishes.

3.3 HARDWARE SETS

A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

B. Manufacturer's Abbreviations:

1. MK - McKinney
2. RO - Rockwood
3. RU - Corbin Russwin
4. BE - Best Locking Systems
5. YA - Yale
6. AD - Adams Rite
7. RF - Rixson
8. NO - Norton
9. PE - Pemko
10. SD - Security Door Control
11. SU - Securitron
12. HE – HES
13. HA – Hager Co.

Set: 1.0 ALD x ALF
Double Doors:

2	Pivot Set	147	626	RF
2	Intermediate Pivot	M19	626	RF
2	Exit Device	ED4200S x P1057 x M52 x LC	630	RU
2	Cylinder	1040 or 3040 as req.	626	BE
2	Door Closer	UNI-J-7500 7786 (stop only arm)	689	NO
1	Threshold	171A	AL	PE
2	Sweep	Integral (by door Mfg.)		
2	Gasketing	Integral (by door Mfg.)		
1	Removable Astragal			

Notes: Above supplied by Finish Hardware supplier. Installation by Aluminum Door supplier.
Perimeter and meeting stile gasketing furnished by the door supplier.

NOT FOR BIDDING PURPOSES

Set: 2.0 (Part of Alternate #4)
Single Door:

3	Hinge (standard weight)	TA2714 4-1/2" x 4-1/2"	US26D	MK
1	Mortise Lock (privacy)	ML2020 x PSM	626	BE
1	Surface Closer	7500	689	NO
1	Kick Plate	K1050 10" x 2 " LDW 4BE	US32D	RO
1	Door Stop	406	US32D	RO
3	Silencer	608		RO

Set: 3.0
Single Doors:

3	Hinge (standard weight)	TA2714 4-1/2" x 4-1/2"	US26D	MK
1	Mortise Lock (storeroom)	ML2057 x PSM x LC	626	BE
1	Cylinder	1040 Mortise as req.	626	RU
1	Surface Closer	CLP-7500 (stop only arm)	689	NO
1	Kick Plate	K1050 10" x 2 " LDW 4BE	US32D	RO
3	Silencer	608		RO

Set: 4.0
Single Door:

3	Hinge	T4A3786 4-1/2" x 4-1/2"	US26D	MK
1	Stand Alone Access Control	ML20834 x PSZ x M800 x LC	626	RU
1	Cylinder	1040 Mortise as req.	626	BE
1	Surface Closer	7500	689	NO

Set: 5.0
Single Door:

3	Hinge	T4A3786 4-1/2" x 4-1/2"	US26D	MK
1	Push/Pull	154D	US32D	HA
1	Closer	7500	689	NO
1	Kick Plate	K1050 10” x 12” LDW 4BE	US32D	RO
1	Door Stop	406	US32D	RO

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 08 80 00

GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:

1. Windows
2. Vision Panels

1.3 DEFINITIONS

A. Manufacturer: A firm that produces primary glass or fabricated glass as defined in referenced glazing publications.

B. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.

C. Deterioration of Coated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in metallic coating.

D. Deterioration of Laminated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

E. Deterioration of Insulating Glass: Failure of the hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

NOT FOR BIDDING PURPOSES

1.4 PERFORMANCE REQUIREMENTS

A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Glass Design: Glass thicknesses indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites for various size openings in nominal thicknesses indicated, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:

1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:

   a. Specified Design Wind Loads: As indicated on the drawings.
   b. Maximum Lateral Deflection: For the following types of glass supported on all four edges, provide thickness required that limits center deflection at design wind pressure to 1/50 times the short side length or 1 inch (25 mm), whichever is less.

      1) For monolithic-glass lites heat treated to resist wind loads.
      2) For insulating glass.
      3) For laminated-glass lites.

   c. Minimum Glass Thickness for Exterior Lites: Not less than 6 mm.
   d. Thickness of Tinted and Heat-Absorbing Glass: Provide the same thickness for each tint color indicated throughout Project.

C. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:

1. For monolithic-glass lites, properties are based on units with lites 6 mm thick.
2. For laminated-glass lites, properties are based on products of construction indicated.
3. For insulating-glass units, properties are based on units with lites 6 mm thick and a nominal 1/2-inch- (13-mm-) wide interspace.
4. Center-of-Glass U-Values: NFRC 100 methodology using LBL-35298 WINDOW 4.1 computer program, expressed as Btu/ sq. ft. x h x deg F (W/sq. m x K).
5. Center-of-Glass Solar Heat Gain Coefficient: NFRC 200 methodology using LBL-35298 WINDOW 4.1 computer program.
6. Solar Optical Properties: NFRC 300.

NOT FOR BIDDING PURPOSES

1.5 SUBMITTALS

A. Product Data: For each glass product and glazing material indicated.

B. Samples: For the following products, in the form of 12-inch- (300-mm-) square Samples for glass and of 12-inch- (300-mm-) long Samples for sealants. Install sealant Samples between two strips of material representative in color of the adjoining framing system.

C. Samples: For the following products, in the form of 12-inch- (300-mm-) square Samples for glass.

1. Each color of tinted float glass.
2. Each type of laminated glass with colored interlayer.
3. Insulating glass for each designation indicated.

D. Glazing Schedule: Use same designations indicated on Drawings for glazed openings in preparing a schedule listing glass types and thicknesses for each size opening and location.

E. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.

F. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

G. SWRI Validation Certificate: For each elastomeric glazing sealant specified to be validated by SWRI's Sealant Validation Program.

H. Warranties: Special warranties specified in this Section.

1.6 QUALITY ASSURANCE

A. Source Limitations for Glass Products: Obtain glass products from one primary-glass manufacturer.

B. Source Limitations for Glazing Accessories: Obtain glazing accessories from one source for each product and installation method indicated.

C. Glass Product Testing: Obtain glass test results for product test reports in "Submittals" Article from a qualified testing agency based on testing glass products.

1. Glass Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.

D. Elastomeric Glazing Sealant Product Testing: Obtain sealant test results for product test reports in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.

NOT FOR BIDDING PURPOSES

1. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
2. Test elastomeric glazing sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.

E. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

1. GANA Publications: GANA'S "Glazing Manual" and "Laminated Glass Design Guide."
2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR-A7, "Sloped Glazing Guidelines."
3. SIGMA Publications: SIGMA TM-3000, "Vertical Glazing Guidelines," and SIGMA TB-3001, "Sloped Glazing Guidelines."

F. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of one of the following inspecting and testing agencies:

1. Insulating Glass Certification Council.
2. Associated Laboratories, Inc.
3. National Accreditation and Management Institute.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

B. For insulating-glass units that will be exposed to substantial altitude changes, comply with insulating-glass manufacturer's written recommendations for venting and sealing to avoid hermetic seal ruptures.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

1. Do not install liquid glazing sealants when ambient and substrate temperature conditions are outside limits permitted by glazing sealant manufacturer or below 40 deg F (4.4 deg C).

NOT FOR BIDDING PURPOSES

1.9 WARRANTY

A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Manufacturer's Special Warranty on Coated-Glass Products: Written warranty, made out to Owner and signed by coated-glass manufacturer agreeing to furnish replacements for those coated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.

1. Warranty Period: 10 years from date of Substantial Completion.

C. Manufacturer's Special Warranty on Laminated Glass: Written warranty, made out to Owner and signed by laminated-glass manufacturer agreeing to furnish replacements for laminated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.

1. Warranty Period: Five years from date of Substantial Completion.

D. Manufacturer's Special Warranty on Insulating Glass: Written warranty, made out to Owner and signed by insulating-glass manufacturer agreeing to furnish replacements for insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

1. Guardian Industries Corp.
2. Interpane Glass Co.
3. PPG Industries, Inc.

2.2 PRIMARY FLOAT GLASS

A. Float Glass: ASTM C 1036, Type I (transparent glass, flat), Quality q3 (glazing select).

2.3 LAMINATED GLASS

A. Laminated Glass: Comply with ASTM C 1172 for kinds of laminated glass indicated and other requirements specified.

NOT FOR BIDDING PURPOSES

B. Interlayer: Interlayer material as indicated below, clear or in colors, and of thickness indicated with a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after laminating glass lites and installation.

1. Interlayer Material: Polyvinyl butyral sheets or cured resin.

C. Laminating Process: Fabricate laminated glass to produce glass free of foreign substances and air or glass pockets as follows:

1. Laminate lites with laminated glass manufacturer's standard cast-in-place and cured transparent resin interlayer.

2.4 INSULATING GLASS

A. Insulating-Glass Units: Preassembled units consisting of sealed lites of glass separated by a dehydrated interspace, and complying with ASTM E 774 for Class CBA units.

1. Provide Kind HS (heat-strengthened) float glass in place of annealed glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in "Performance Requirements" Article. Provide Kind FT (fully tempered) where safety glass is indicated.

B. Overall Unit Thickness and Thickness of Each Lite: Dimensions indicated in the Insulating-Glass Schedule at the end of Part 3 are nominal and the overall thicknesses of units are measured perpendicularly from outer surfaces of glass lites at unit's edge.

C. Sealing System: Dual seal, with primary and secondary sealants as follows:

1. Manufacturer's standard sealants.

D. Spacer Specifications: Manufacturer's standard spacer material and construction.

E. Spacer Specifications: Manufacturer's standard spacer material and construction complying with the following requirements:

1. Aluminum with black color-anodized finish.

2.5 ELASTOMERIC GLAZING SEALANTS

A. General: Provide products of type indicated, complying with the following requirements:

1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range for this characteristic.

NOT FOR BIDDING PURPOSES

B. Elastomeric Glazing Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied, chemically curing sealant.

2.6 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tape: Preformed, butyl-based elastomeric tape with a solids content of 100 percent; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800 for applicable products.

B. Expanded Cellular Glazing Tape: Closed-cell, PVC foam tape; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with AAMA 800 for the following types:

1. Type 1, for glazing applications in which tape acts as the primary sealant.
2. Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.7 GLAZING GASKETS

A. Lock-Strip Gaskets: Neoprene extrusions fabricated into frames with molded corner units and zipper lock strips, complying with ASTM C 542, black.

B. Dense Compression Gaskets: Molded or extruded gaskets of material indicated below, complying with standards referenced with name of elastomer indicated below, and of profile and hardness required to maintain watertight seal:

1. Neoprene, ASTM C 864.
2. EPDM, ASTM C 864.
3. Silicone, ASTM C 1115.
4. Thermoplastic polyolefin rubber, ASTM C 1115.
5. Any material indicated above.

C. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned gaskets of material indicated below; complying with ASTM C 509, Type II, black; and of profile and hardness required to maintain watertight seal:

1. Neoprene.
2. EPDM.
3. Silicone.
4. Thermoplastic polyolefin rubber.
5. Any material indicated above.

NOT FOR BIDDING PURPOSES

2.8 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

C. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85, plus or minus 5.

D. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

G. Perimeter Insulation for Fire-Resistive Glazing: Identical to product used in test assembly to obtain fire-resistance rating.

2.9 FABRICATION OF GLASS AND OTHER GLAZING PRODUCTS

A. Fabricate glass and other glazing products in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing standard, to comply with system performance requirements.

B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites in a manner that produces square edges with slight kerfs at junctions with indoor and outdoor faces.

C. Grind smooth and polish exposed glass edges.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing glazing, with Installer present, for compliance with the following:

1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
2. Presence and functioning of weep system.
3. Minimum required face or edge clearances.
4. Effective sealing between joints of glass-framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

NOT FOR BIDDING PURPOSES

3.2 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

3.3 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.

C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.

E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

G. Provide spacers for glass lites where the length plus width is larger than 50 inches (1270 mm) as follows:

1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.

H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.

NOT FOR BIDDING PURPOSES

K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.4 TAPE GLAZING

A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.

B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.

C. Where framing joints are vertical, cover these joints by applying tapes to heads and sills first and then to jambs. Where framing joints are horizontal, cover these joints by applying tapes to jambs and then to heads and sills.

D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

E. Do not remove release paper from tape until just before each glazing unit is installed.

F. Apply heel bead of elastomeric sealant.

G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 GASKET GLAZING (DRY)

A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with stretch allowance during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

D. Install gaskets so they protrude past face of glazing stops.

3.6 SEALANT GLAZING (WET)

A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and

NOT FOR BIDDING PURPOSES

backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.

B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.

C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.7 LOCK-STRIP GASKET GLAZING

A. Comply with ASTM C 716 and gasket manufacturer's written instructions. Provide supplementary wet seal and weep system, unless otherwise indicated.

3.8 PROTECTION AND CLEANING

A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove them immediately as recommended by glass manufacturer.

C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for build-up of dirt, scum, alkaline deposits, or stains; remove as recommended by glass manufacturer.

D. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged in any way, including natural causes, accidents, and vandalism, during construction period.

E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended by glass manufacturer.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 09 91 13

EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on exterior substrates.

1.2 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

D. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

E. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

F. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

B. Samples: For each type of paint system and each color and gloss of topcoat.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

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1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.

D. Colors: As selected by Owner from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

C. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

NOT FOR BIDDING PURPOSES

3.4 CLEANING AND PROTECTION

A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINTING SCHEDULE

A. Steel and Iron Substrates:

1. Water-Based Light Industrial Coating System MPI EXT 5.1C:

a. Prime Coat: Primer, alkyd, anti-corrosive for metal, MPI #79.

b. Prime Coat: Primer, rust inhibitive, water based MPI #107.

c. Prime Coat: Primer, epoxy, anti-corrosive MPI #101.

d. Prime Coat: Shop primer specified in Section where substrate is specified.

e. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.

f. Topcoat: Light industrial coating, exterior, water based (MPI Gloss Level 3), MPI #161.

g. Topcoat: Light industrial coating, exterior, water based, semi-gloss (MPI Gloss Level 5), MPI #163.

h. Topcoat: Light industrial coating, exterior, water based, gloss (MPI Gloss Level 6), MPI #164]

B. Galvanized-Metal Substrates:

1. Water-Based Light Industrial Coating System MPI EXT 5.3J:

a. Prime Coat: Primer, galvanized, water based, MPI #134.

b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.

c. Topcoat: Light industrial coating, exterior, water based (MPI Gloss Level 3), MPI #161.

d. Topcoat: Light industrial coating, exterior, water based, semi-gloss (MPI Gloss Level 5), MPI #163.

NOT FOR BIDDING PURPOSES

e. Topcoat: Light industrial coating, exterior, water based, gloss (MPI Gloss Level 6), MPI #164.

2. Alkyd System MPI EXT 5.3B:

a. Prime Coat: Primer, galvanized, cementitious, MPI #26.

b. Intermediate Coat: Exterior, alkyd enamel, matching topcoat.

c. Topcoat: Alkyd, exterior, flat (MPI Gloss Level 5), MPI #8.

d. Topcoat: Alkyd, exterior, semi-gloss (MPI Gloss Level 5), MPI #94.

e. Topcoat: Alkyd, exterior, gloss (MPI Gloss Level 6), MPI #9.

C. Aluminum Substrates:

1. Water-Based Light Industrial Coating System MPI EXT 5.4G:

a. Prime Coat: Primer, quick dry, for aluminum, MPI #95.

b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.

c. Topcoat: Light industrial coating, exterior, water based (MPI Gloss Level 3), MPI #161.

d. Topcoat: Light industrial coating, exterior, water based, semi-gloss (MPI Gloss Level 5), MPI #163.

e. Topcoat: Light industrial coating, exterior, water based, gloss (MPI Gloss Level 6), MPI #164.

2. Alkyd System MPI EXT 5.4F:

a. Prime Coat: Primer, quick dry, for aluminum, MPI #9.

b. Intermediate Coat: Exterior, alkyd enamel, matching topcoat.

c. Topcoat: Alkyd, exterior, flat (MPI Gloss Level 5, MPI #.

d. Topcoat: Alkyd, exterior, semi-gloss (MPI Gloss Level 5), MPI #94.

e. Topcoat: Alkyd, exterior, gloss (MPI Gloss Level 6), MPI #9.

D. Copper Substrates:

1. Latex System MPI EXT 5.5H:

a. Prime Coat: Primer, quick dry, for aluminum, MPI #95.

NOT FOR BIDDING PURPOSES

b. Intermediate Coat: Latex, exterior, matching topcoat.

c. Topcoat: Latex, exterior, flat (MPI Gloss Level 1), MPI #10.

d. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

e. Topcoat: Latex, exterior, semi-gloss (MPI Gloss Level 5), MPI #11.

f. Topcoat: Latex, exterior, gloss (MPI Gloss Level 6), MPI #119.

2. Water-Based Light Industrial Coating System MPI EXT 5.5G:

a. Prime Coat: Primer, quick dry, for aluminum, MPI #95.

b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.

c. Topcoat: Light industrial coating, exterior, water based (MPI Gloss Level 3), MPI #161.

d. Topcoat: Light industrial coating, exterior, water based, semi-gloss (MPI Gloss Level 5), MPI #163.

e. Topcoat: Light industrial coating, exterior, water based, gloss (MPI Gloss Level 6), MPI #164.

3. Alkyd System MPI EXT 5.5F:

a. Prime Coat: Primer, quick dry, for aluminum, MPI #95.

b. Intermediate Coat: Exterior, alkyd enamel, matching topcoat.

c. Topcoat: Alkyd, exterior, flat (MPI Gloss Level 5), MPI #8.

d. Topcoat: Alkyd, exterior, semi-gloss (MPI Gloss Level 5), MPI #94.

e. Topcoat: Alkyd, exterior, gloss (MPI Gloss Level 6), MPI #9.

E. Wood Substrates: Wood trim.

1. Latex over Latex Primer System MPI EXT 6.3L:

a. Prime Coat: Primer, latex for exterior wood, MPI #6.

b. Intermediate Coat: Latex, exterior, matching topcoat.

c. Topcoat: Latex, exterior, flat (MPI Gloss Level 1), MPI #10.

d. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

e. Topcoat: Latex, exterior, semi-gloss (MPI Gloss Level 5), MPI #11.

NOT FOR BIDDING PURPOSES

f. Topcoat: Latex, exterior, gloss (MPI Gloss Level 6), MPI #119.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 22 05 00

COMMON WORK RESULTS FOR PLUMBING

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.
2. Hangers and Supports:

a. Shop Drawings: Signed and sealed by a qualified professional engineer.
b. Welding certificates.
c. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
d. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Hangers and Supports for Plumbing Piping Equipment:

1. Structural Performance: Hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.

a. Design supports for multiple pipes capable of supporting combined weight of supported systems, and system contents.
b. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
c. Design seismic-restraint hangers and supports for piping and equipment and obtain approval from authorities having jurisdiction.

2.2 SLEEVES AND SLEEVE SEALS

A. Galvanized-Steel-Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, with plain ends.

B. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40.

C. Galvanized-Steel-Sheet Sleeves: 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint.

D. Modular sealing-element unit, designed for field assembly, for filling annular space between piping and sleeve.

1. Sealing Elements: EPDM-rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
2. Pressure Plates: Carbon steel.
3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating of length required to secure pressure plates to sealing elements.

2.3 GROUT

A. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

1. Characteristics: Nonshrink; recommended for interior and exterior applications.
2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

2.4 ESCUTCHEONS AND FLOOR PLATES

A. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with chrome-plated finish and spring-clip fasteners.

B. One-Piece, Stamped-Steel Type: With chrome-plated finish and spring-clip fasteners.

C. One-Piece Floor Plates: Cast-iron flange.

2.5 PRESSURE GAGES AND TEST PLUGS

A. Direct-Mounted, Metal-Case, Dial-Type Pressure Gages:

1. Standard: ASME B40.100.
2. Case: Sealed, Solid-front, pressure relief type(s); 4-1/2-inch nominal diameter.
3. Movement: Mechanical, with link to pressure element and connection to pointer.
4. Dial: Nonreflective aluminum with permanently etched scale markings graduated in psi.
5. Pointer: Dark-colored metal.
6. Window: Plastic.
7. Ring: Metal.
8. Accuracy: Grade A, plus or minus 1 percent of middle half of scale range.

B. Test Plug: Corrosion-resistant brass or stainless-steel body with two self-sealing rubber core inserts and gasketed and threaded cap, with extended stem for units to be installed in insulated piping. Minimum pressure and temperature rating 500 psig at 200 deg F.

2.6 HANGERS AND SUPPORTS FOR PLUMBING PIPING EQUPMENT

A. Carbon-Steel Pipe Hangers and Supports:

NOT FOR BIDDING PURPOSES

1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Galvanized Metallic Coatings: Pregalvanized or hot dipped.
3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.

B. Copper Pipe Hangers:

1. Description: MSS SP-58, Types 1 through 58, copper-coated-steel, factory-fabricated components.
2. Hanger Rods: Continuous-thread rod, nuts, and washer made of copper-coated steel.

C. Fastener Systems:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

D. Miscellaneous Materials:

1. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.
2. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.

   a. Properties: Nonstaining, noncorrosive, and nongaseous.
   b. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

PART 3 - EXECUTION

3.1 GENERAL PIPING INSTALLATIONS

A. Install piping free of sags and bends.

B. Install fittings for changes in direction and branch connections.

C. Sleeves:

1. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.
2. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.

   a. Using grout, seal the space outside of sleeves in slabs and walls without sleeve-seal system.

NOT FOR BIDDING PURPOSES

3. Install sleeves for pipes passing through interior partitions.
4. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in Section 078446 "Penetration Firestopping."

D. Sleeve-Seal-System Installation:

1. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at service piping entries into building.
2. Select type, size, and number of sealing elements required for piping material and size and for sleeve ID or hole size. Position piping in center of sleeve. Center piping in penetration, assemble sleeve-seal system components, and install in annular space between piping and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make a watertight seal.

E. Escutcheons and Floor Plates:

1. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.
2. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.
3. Install floor plates for piping penetrations of equipment-room floors.
4. Install floor plates with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

F. Meters and Gages:

1. Install direct-mounted pressure gages in piping tees with pressure gage located on pipe at the most readable position.
2. Install meters and gages adjacent to machines and equipment to allow service and maintenance of meters, gages, machines, and equipment.
3. Adjust faces of meters and gages to proper angle for best visibility.

G. Install unions at final connection to each piece of equipment.

H. Install dielectric unions and flanges to connect piping materials of dissimilar metals in gas piping.

I. Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals in water piping.

3.2 HANGERS AND SUPPORTS

A. Comply with MSS SP-69 and MSS SP-89. Install building attachments within concrete or to structural steel.

B. Install hangers and supports to allow controlled thermal and seismic movement of piping systems.

C. Install powder-actuated fasteners and mechanical-expansion anchors in concrete after concrete is cured. Do not use in lightweight concrete or in slabs less than 4 inches (100 mm) thick.

NOT FOR BIDDING PURPOSES

D. Load Distribution: Install hangers and supports so piping live and dead loading and stresses from movement will not be transmitted to connected equipment.

E. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Adjustable Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30 (DN 15 to DN 750).
2. Pipe Hangers (MSS Type 5): For suspension of pipes, NPS 1/2 to NPS 4 (DN 15 to DN 100), to allow off-center closure for hanger installation before pipe erection.
3. Adjustable Steel Band Hangers (MSS Type 7): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8 (DN 15 to DN 200).
4. Adjustable Band Hangers (MSS Type 9): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8 (DN 15 to DN 200).
5. Adjustable Swivel-Ring Band Hangers (MSS Type 10): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 2 (DN 15 to DN 50).

F. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20 (DN 20 to DN 500).
2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20 (DN 20 to DN 500), if longer ends are required for riser clamps.

3.3 GENERAL EQUIPMENT INSTALLATIONS

A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.

B. Install equipment level and plumb, parallel and perpendicular to other building systems and components, unless otherwise indicated.

C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.

D. Install equipment to allow right of way for piping installed at required slope.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 22 11 16

DOMESTIC WATER PIPING

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For transition fittings and dielectric fittings.
2. Product for solvent cements and adhesive primers, documentation including printed statement of VOC content.

PART 2 - PRODUCTS

2.1 PREFORMANCE REQUIREMENTS

A. Potable-water piping and components shall comply with NSF 14 and NSF 61.

2.2 PIPE AND FITTINGS

A. Hard Copper Tubing: ASTM B 88, Type L, water tube, drawn temper with wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.

1. Copper Unions: Cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
2. Joining Materials: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder.

2.3 WATER HAMMER ARRESTORS

A. Manufacturers:
1. PPP
2. Watts
3. FNW

B. Cap: Copper or free turning brass

C. Piston : Made of Composite Material

D. Threaded adapter machined of C69300 Lead-Free Brass

E. Seals: "O" Rings EPDM

F. Seal Lubricant: Dow-Corning Silicone Compound #111, FDA listed for use in potable water systems.

G. Operating Pressure: Designed to operate on all domestic and commercial systems. Normal operating pressure 0 to 80 PSIG, Max spike Pressure 400 PSIG System pressures above 80 PSI consult factory.

H. Temperature: -40° F to + 212° F

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with requirements in Section 22 0500 "Common Work Results for Plumbing" for basic piping installation requirements.

B. Install domestic water piping with 0.25 percent slope downward toward drain for horizontal piping and plumb for vertical piping.

C. Install water hammer arrestors in locations per the manufacturer's recommendations.

D. Comply with requirements in Section 220500 "Common Work Results for Plumbing" for basic piping joint construction.

1. Soldered Joints: Comply with procedures in ASTM B 828 unless otherwise indicated.

E. Comply with requirements in Section 220500 "Common Work Results for Plumbing" for pipe hanger and support devices.

1. Install hangers for steel piping with the following maximum horizontal spacing and minimum rod diameters:

a. NPS 1-1/4 and Smaller: 84 inches with 3/8-inch rod.

3.2 INSPECTING AND CLEANING

A. Inspect and test piping systems as follows:

1. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
2. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired.

B. Flushing & Cleaning

1. Flush the system clean of all flux and debris
2. Clean the system with a chlorine based sanitizer. Allow cleaner to sit per the manufacturer's recommendations.
3. Re-flush the system to remove traces of all sanitizer.

NOT FOR BIDDING PURPOSES

3.3 PIPING SCHEDULE

A. Aboveground Distribution Piping: Type L hard copper tubing.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 22 13 16

SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.
2. For solvent cements and adhesive primers, documentation including printed statement of VOC content.
3. Seismic Qualification Certificates: For waste and vent piping, accessories, and components, from manufacturer.

1.2 FIELD CONDITIONS

A. Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:

1. Notify Architect / Owner no fewer than two days in advance of proposed interruption of sanitary waste service and do not proceed without written permission.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:

1. Soil, Waste, and Vent Piping: 10-foot head of water (30 kPa).
2. Waste, Force-Main Piping: [50 psig (345 kPa).

B. Seismic Performance: Soil, waste, and vent piping and support and installation shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

C. Piping materials shall bear label, stamp, or other markings of specified testing agency.

Comply with NSF/ANSI 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components.

NOT FOR BIDDING PURPOSES

2.2 PIPES AND FITTINGS

A. Hubless Cast-Iron Soil Pipe and Fittings: ASTM A 888 or CISPI 301, with ASTM C 1277 shielded couplings.

B. PVC Plastic, DWV Pipe and Fittings: ASTM D 2665, Schedule 40, plain ends with PVC socket-type, DWV pipe fittings.

1. Adhesive Primer: ASTM F 656.

a. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2. Solvent Cement: ASTM D 2564.

a. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Comply with requirements in Section 220513 "Common Work Results for Plumbing" for basic piping installation requirements.

B. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."

C. Install wall penetration system at each pipe penetration through foundation wall. Make installation watertight. Comply with requirements in Section 220513 "Common Work Results for Plumbing" for wall penetration systems.

1. Sleeves are not required for cast-iron soil piping passing through concrete slabs-on-grade if slab is without membrane waterproofing.

D. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.

E. Lay buried building drainage piping beginning at low point of each system. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream. Install required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab in piping and pull past each joint as completed.

NOT FOR BIDDING PURPOSES

F. Install soil and waste drainage and vent piping at the following minimum slopes, unless otherwise indicated:

1. Building Sanitary Drain: 2 percent downward in direction of flow for piping NPS 3 (DN 80) and smaller; 1 percent downward in direction of flow for piping NPS 4 (DN 100) and larger.
2. Horizontal Sanitary Drainage Piping: 2 percent downward in direction of flow.
3. Vent Piping: 1 percent down toward vertical fixture vent or toward vent stack.

G. Install PVC soil and waste drainage and vent piping according to ASTM D 2665.

H. Install underground PVC soil and waste drainage piping according to ASTM D 2321.

I. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

J. Comply with requirements in Section 220513 "Common Work Results for Plumbing" for basic piping joint construction.

K. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure unless otherwise indicated.

L. Comply with requirements in Section 220513 "Common Work Results for Plumbing" for pipe hanger and support devices.

3.2 PIPE SCHEDULE

A. Aboveground Applications: Hubless, cast-iron soil pipe and fittings.

B. Belowground Applications: PVC plastic, DWV pipe and drainage-pattern fittings with cemented joints.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 22 13 19

SANITARY WASTE PIPING SPECIALTIES

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.

   a. Include rated capacities, operating characteristics, and accessories for grease interceptors.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

2.2 GREASE INTERCEPTORS:

1. Manufacturers:
   a. Josam Company
   b. Smith, Jay R. Mfg. Co.
   c. Thermaco
2. Dishwashing Area:
   a. Epoxy coated fabricated steel grease interceptor, no hub connections, internal trap, removable diffuser baffle, gasketed non-skid cover, flow control fitting, PDI seal of approval and steel frame with non-skid cover and adjustable interceptor carrier brackets.
3. Food Prep Sink:
   a. Furnish and install Automatic Grease Removal Device with bright finish type 304 stainless steel exterior, rotationally molded polyethylene interior automatic self-cleaning grease and oil recovery separator for floor mounted installation, rated at 25 gallons per minute peak flow, 50 pounds of grease capacity and including as an integral part of the unit, 1 rotating gear hydrophobic wheel assembly for automatic grease/oil removal, an integral flow control device, self-regulating enclosed electric immersion heater, a vessel vent, an integral gas trap, a digital control for programmable operation, a field reversible motor location, a field reversible grease/oil sump outlet, quick release stainless steel lid clamps, a gasketed and fully removable 304 stainless steel lid, a lift-out strainer basket access, an internal stainless steel strainer basket for collection of coarse solids, and a separate grease and oils collection container.

b. Electric assembly shall be tested to comply with pertinent sections of the Standards for Safety ANSI/UL 73 and/or ANSI/UL 1004.
c. Electric motor equipped with overload protection.
d. Two (2) no-hub connectors for plumbing connection shall be provided.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install air-gap fittings on draining-type backflow preventers and on indirect-waste piping discharge into sanitary drainage system.

B. Install grease removal devices even with floor or on floor as indicated. Install trap, vent, and flow-control fitting according to authorities having jurisdiction. Install control panel adjacent to unit, unless otherwise indicated.

C. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain grease removal devices.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 22 40 00

PLUMBING FIXTURES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data for each type of plumbing fixture, including trim, fittings, accessories, appliances, appurtenances, equipment, and supports.
2. Documentation indicating flow and water consumption requirements.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with requirements in ICC A117.1, "Accessible and Usable Buildings and Facilities" for plumbing fixtures for people with disabilities.

B. Regulatory Requirements: Comply with requirements in Public Law 102-486, "Energy Policy Act," about water flow and consumption rates for plumbing fixtures.

C. NSF Standard: Comply with NSF 61, "Drinking Water System Components - Health Effects," for fixture materials that will be in contact with potable water.

2.2 Floor Sink

A. Manufacturers:
1. Jay R Smith
2. Zurn
3. Watts

B. 6-1/4” Deep, Cast Iron, Square

C. Acid resisting interior

D. Double drainage flange with weep holes.

E. Aluminum internal dome strainer and nikaloy sanitary sloped rim and nikaloy light-duty, anti-tilting grate.

F. Flapper backwater valve.

NOT FOR BIDDING PURPOSES

2.3 BACKFLOW PREVENTER

A. Manufacturers:
1. Zurn
2. Watts
3. Wilkins

B. Ice Machine:
1. Stainless Steel Body with 3/8” MNPT connection
2. Vented triple type check vacuum breaker
3. 33 to 140 Deg F rated.
4. NSF Standard 25 compliant.

C. Dishwasher & Steamer:
1. Lead Free, NSF/ANSI 372 Listed
2. Cast Bronze body with double check and full port ball valves.
3. Main body covers shall be low lead bronze, seat ring and all internal polymers shall be NSF listed Noryl and the seat disc elastomers shall be silicone.

2.4 Foot Valve

A. Manufacturers:
1. Fisher
2. Elkay
3. T&S

B. Floor mounted, stainless steel, single pedal.

C. Stainless Steel seats and anodized cast iron pedal.

D. Self-closing action.

E. 40 to 140 deg F, 200 psi rated

F. Provide ½” adjustable thermostatic mixing valve (95-115F) similar to Zurn ZW1070XL
1. Lead Free
2. ASSE 1070 certified for point of use at fixtures, sinks, lavatories and bath tubs.

PART 3 - EXECUTION

3.1 INSTALLATIONS

A. Install fitting insulation kits on fixtures for people with disabilities.

B. Install fixtures with flanges and gasket seals.

C. Install flushometer valves for accessible water closets and urinals with handle mounted on wide side of compartment. Install other actuators in locations that are easy for people with disabilities to reach.

NOT FOR BIDDING PURPOSES

D. Fasten wall-hanging plumbing fixtures securely to supports attached to building substrate when supports are specified, and to building wall construction where no support is indicated.

E. Fasten floor-mounted fixtures to substrate. Fasten fixtures having holes for securing fixture to wall construction, to reinforcement built into walls.

F. Fasten wall-mounted fittings to reinforcement built into walls.

G. Fasten counter-mounting plumbing fixtures to casework.

H. Secure supplies to supports or substrate within pipe space behind fixture.

I. Set shower receptors and mop basins in leveling bed of cement grout.

J. Install individual supply inlets, supply stops, supply risers, and tubular brass traps with cleanouts at fixture.

K. Install water-supply stop valves in accessible locations.

L. Install traps on fixture outlets. Omit traps on fixtures having integral traps. Omit traps on indirect wastes unless otherwise indicated.

M. Install escutcheons at wall, floor, and ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons where required to conceal protruding pipe fittings.

N. Seal joints between fixtures and walls, floors, and counters using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color.

O. Install piping connections between plumbing fixtures and piping systems and plumbing equipment. Install insulation on supplies and drains of fixtures for people with disabilities.

P. Ground equipment.

END OF SECTION

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A P P E N D I X

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STATE OF DELAWARE
DELAWARE NATIONAL GUARD
JOINT FORCE HEADQUARTERS
FIRST REGIMENT ROAD
WILMINGTON, DELAWARE 19808-2191

DENG-TAG 1 February 2013

MEMORANDUM All Members, Delaware National Guard

SUBJECT: TAG Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy

1. References:

a. DoD Directive 1010.10, Health Promotion and Disease/Injury Prevention

b. Army Regulation (AR) 600-63, Army Health Promotion, dated 7 May 07

c. Air Force Instruction (AFI) 40-102, Tobacco Use in the Air Force dated 26 Mar 12.

d. Army Regulation (AR) 215-1, Morale, Welfare & Recreation, dated 24 Sep 10.

e. State of Delaware Policy, Tobacco-Free Workplace, dated 1 Jan 13

f. Executive Order 13058 – Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace

g. Code of Federal Regulations (CFR), Title 41, Part 102-74

2. The Department of Defense and the State of Delaware have established policies supporting a tobacco-free workplace. Tobacco use is one of the leading causes of preventable death in the United States. Tobacco use degrades the state of military readiness and the health of our military and civilian members while reflecting poorly on our professional image and appearance.

3. The federal and state policies differ slightly in their restrictions. The Federal policy allows, but discourages, the use of tobacco products on their installations. The State policy expressly forbids the use of tobacco products on state property. Since the majority of our Delaware National Guard installations are state supported, it is my intent, as Commander of the Delaware Army and Air National Guard, to implement the more stringent policies for all of our installations (both federal and state).

4. Our support of the more strict policies demonstrates that the Delaware National Guard is committed to providing a healthy and productive work environment for employees, clients, visitors, and contractors. The ultimate goal of Tobacco-Free Workplace Policies is to improve the health of our most valued resource…..our employees.

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5. There will be a phase-in period for our DNG policy.

a. From 1 February 2013 to 28 February 2013, the Delaware National Guard will distribute information about tobacco cessation programs and encourage our workforce to take advantage of these programs.

b. Effective 1 March 2013, the Delaware National Guard, will fully implement a Tobacco-Free Workplace Policy for all installations (federal and state) that fall under our command and control.

6. The Tobacco-Free Workplace Policy, effective 1 March 2013, is clearly stated below:

The use of tobacco products is prohibited within the boundaries of all federal and state workplaces, including all buildings, facilities, indoor and outdoor spaces and the surrounding grounds owned, managed, or inhabited by the Delaware National Guard. This policy applies to parking lots, walkways, vehicles, aircraft, and also to privately owned vehicles that are parked or operated on our properties. For illustrative purposes of this policy, tobacco is defined as any type of tobacco product to include, but not limited to: cigarettes, cigars, cigarillos, electronic cigarettes, pipes, bides, hookahs, smokeless, spit tobacco or snuff.

7. This policy does not affect individual tobacco use on private property, public roads, or sidewalks. The success of this policy depends on the courtesy and cooperation of both tobacco users and nonusers. Everyone is responsible for respectfully following and helping implement these policies.

8. Other command guidance and policy considerations:

a. Each installation Commander (building managers) will acquire and prominently post as many signs as deemed necessary to publicize the tobacco-free workplace policy. The signs will state that:

"THIS IS A TOBACCO FREE INSTALLATION AND USE OF ANY TOBACCO PRODUCT IS PROHIBITED"

b. All Designated Tobacco Areas (DTAs) or designated smoking areas will be removed from every DNG federal and state facility. Pavilions and canopies formerly used as DTAs can be re-missioned if needed for other support operations, however, there will be no tobacco product receptacles provided at any building entrances, exits, or former DTAs.

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c. Bethany Beach recreation use: Tobacco use will be prohibited on Bethany Beach Training Site (BBTS) for official and non-official use. The Tobacco-Free workplace policy applies to the entire post and it will be designated as such in all billets and grounds. There will be no exceptions to this policy as it serves to promote a culture of health and wellness for everyone using the facility.

d. Delaware National Guard full time and part time members and contractors who are in a paid duty status, and working in a location not under the direct Command and Control of the Delaware National Guard, (i.e. Newark Readiness Center and other in-state agencies) will follow this established tobacco-free workplace policy within those locations.

e. It is also our tobacco free workplace policy that tobacco use will not be authorized for anyone supporting external public affairs events, external recruiting and retention initiatives, or within 200 feet of our rented storefronts.

f. Violations of this policy will be reported to the appropriate chain of command. Violators may be subject to discipline based on the reasons and standards set forth in the Technician Personnel Regulations (TPR), TAG Policies, Collective Bargaining Agreements (CBA), or other applicable laws, regulations, or policies.

9. Tobacco Use Cessation Programs:

a. The State of Delaware is committed to providing support to people who wish to stop using tobacco products by giving them access to a variety of resources and assistance, including group counseling. Tobacco users are encouraged to contact the Delaware Quitline for tobacco cessation information at http://www.dhss.delaware.gov/dph/dpc/quitline.html or by calling the toll free number at 1-866-409-1858.

b. State Employees can also use the Dela*WELL* Health Management Program which can be found at the following web link. https://delawell.alerehealth.com You may also call the toll free number of 1-866-674-9103.

c. Tobacco Information and Prevention Source (TIPS) sponsored by CDC's Office on Smoking and Health, provides a comprehensive array of information and resources, including publications on stopping the use of tobacco. This site is available at http://www.cdc.gov/tobacco

FRANCIS D. VAVALA
Major General
The Adjutant General

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