

SPECIFICATIONS FOR

**GEORGETOWN READINESS CENTER  
MISCELLANEOUS INTERIOR IMPROVEMENTS  
GEORGETOWN, DELAWARE  
MC #7601000114**

Prepared for

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

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**SECTION 00 11 13**

**ADVERTISEMENT FOR BIDS**

Sealed bids for **DE ARNG Contract No. 2018-087 – GEORGETOWN READINESS CENTER INTERIOR IMPROVEMENTS**, 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, 1 Vavala Way, New Castle, Delaware, 19720 until **2:00 PM local time on Friday December 6, 2019**, 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 the removal and replacement of areas of floor finishes and suspended ceilings, relocation of kitchen office, new serving line area and pantry. Scope of work includes all related plumbing, electrical, mechanical and other appurtenances.

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

A **MANDATORY** Pre-Bid Meeting will be held on **Tuesday, November 19, 2019 at 2:30 PM** at the Georgetown Readiness Center, 109 W. Pine Street, Georgetown, DE 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 Biden National Guard/Reserve Center, 1 Vavala Way, New Castle, Delaware, 19720, **ATTN: BRITTNEY M. POORE**. The outer envelope should clearly indicate: **DEARNG CONTRACT NO. 2018-087 Georgetown Readiness Center Interior Improvements - SEALED BID – DO NOT OPEN.**

Contract Documents can be obtained at the Pre-Bid Meeting upon receipt of \$100.00 per set / non-refundable or at the office of the architect, Davis, Bowen & Friedel. Purchase of contract documents is required to be placed on the bidders list to receive addenda. Checks are to be made payable to “Davis, Bowen & Friedel.”

Construction documents will be available for review at the office of Davis, Bowen & Friedel, 1 Park Avenue, Milford, DE 19963.

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 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.

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**INSTRUCTIONS TO BIDDERS**  
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**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.

- 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:
- 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**

- 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.

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 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 a signed Affidavit for the Bidder 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

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.

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.

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.
- 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, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and 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.

- 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

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MISCELLANEOUS INTERIOR IMPROVEMENTS  
GEORGETOWN READINESS CENTER  
GEORGETOWN, DELAWARE  
MC #7601000114

**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, Delaware 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**

Allowances conform to applicable project specification section. Refer to the specifications for a complete description of the following Allowances:

ALLOWANCE No. 1: Provide an allowance of \$10,000.00 for unforeseen conditions.



MISCELLANEOUS INTERIOR IMPROVEMENTS  
GEORGETOWN READINESS CENTER  
GEORGETOWN, DELAWARE  
MC #7601000114

**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 \_\_\_ 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 of Employee Drug Testing Program
- Bid Security
- (Others as Required by Project Manuals)

MISCELLANEOUS INTERIOR IMPROVEMENTS  
GEORGETOWN READINESS CENTER  
GEORGETOWN, DELAWARE  
MC #7601000114

**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.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Demolition	_____	_____	_____
2. Plumbing	_____	_____	_____
3. Electrical	_____	_____	_____
4. Painting	_____	_____	_____
5. Ceiling	_____	_____	_____
6. Carpentry	_____	_____	_____
7. Flooring	_____	_____	_____
8. Mechanical	_____	_____	_____

MISCELLANEOUS INTERIOR IMPROVEMENTS  
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GEORGETOWN, DELAWARE  
MC #7601000114

**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.**

**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, including subcontractors, 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

**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. **MC76010000114**, 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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**SECTION 00 52 13**

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017**

The contract to be utilized on this project shall be the “Standard Form of Agreement Between Owner and Contractor” AIA Document A101-2017, including AIA Document A101 – 2017 Exhibit A, as well as Supplements to A101-2017 and Exhibit A and the State of Delaware’s General Requirements.



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# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

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

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

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

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

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

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

The Owner and Contractor agree as follows.

### **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.

The parties should complete A101<sup>™</sup>–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>–2017, 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.

SAMPLE

Init.

TABLE OF ARTICLES

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

EXHIBIT A 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:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### 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 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

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

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

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

#### § 4.4 Unit prices, if any:

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

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

#### § 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

#### § 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified 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 of the amount certified 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 by such data to substantiate its accuracy, as the Architect may require. This schedule of values 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 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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 Article 12 of AIA Document A201–2017, 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:

**§ 5.3 Interest**

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.)

%

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

**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 A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

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

.6 Specifications

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

.7 Addenda, if any:

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

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

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

Init.



AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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

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

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

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

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

Init.

**SECTION 00 54 14**

**SUPPLEMENT TO A101-2017 – EXHIBIT A INSURANCE AND BONDS**

The following supplements modify the “Standard Form of Agreement Between Owner and Contractor,” AIA Document A101-2007 Exhibit A Insurance and Bonds. 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 A.2 OWNER’S INSURANCE**

A.2.1 General

Delete paragraph A.2.1 in its entirety.

A.2.2 Liability Insurance

Delete paragraph A.2.2 in its entirety, except in the case of school projects this paragraph shall remain.

A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

**ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS**

A.3.1.3 Additional Insured Obligations

In the first sentence after “coverage to include (1)” delete “(1) the Owner,”.

Strike the remainder of the first sentence beginning at the semicolon “; and (2) the Owner” through the end of the sentence.

Delete the second sentence in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety and replace with the following:

Property Insurance of the same type and scope satisfying the requirements identified in Section A.2.3, The Contractor shall comply with all obligations of the Owner under A.2.3 except to the extent provided below. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required.

END OF SECTION



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year  
*(In words, indicate day, month and year.)*

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

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

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

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § A.2.2 Liability Insurance

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

##### § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance

#### 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.

This document is intended to be used in conjunction with AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>™</sup>-2017 contains additional insurance provisions.

companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
----------------	-----------

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

Init.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

Init.

including costs of investigating a potential or actual breach of confidential or private information.  
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] § A.2.5.2 Other Insurance  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage 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 for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

Init.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.



§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*
  
- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
  
- § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
  
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
  
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
  
- § A.3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

Coverage	Limits

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

SAMPLE

**SECTION 00 54 13**

**SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017**

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017. 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 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 Delete paragraph 3.1 in its entirety and replace with the following:

"The date of Commencement of the Work shall be a date set forth in a notice to proceed issued by the Owner."

**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."

5.3 Insert the interest rate of "1% per month not to exceed 12% per annum."

**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 7: TERMINATION or SUSPENSION**

7.1.1 Delete paragraph 7.1.1 in its entirety.

**ARTICLE 8: MISCELLANEOUS PROVISIONS**

8.4 Delete paragraph 8.4 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

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STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**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.

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: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)

Name:

Title:

SURETY

Name: \_\_\_\_\_

Witness or Attest:

Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)

Name:

Title:

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**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.

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: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)

Name:

Title:

SURETY

Name: \_\_\_\_\_

Witness or Attest:

Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)

Name:

Title:



**SECTION 00 62 76**

**APPLICATION AND CERTIFICATE FOR PAYMENT FORMS**

The Application and Certificate for Payment Forms (AIA G702 & G703) are part of this project manual as included herein.

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## Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: 001  
 PERIOD TO: OWNER: X  
 FROM ARCHITECT: ARCHITECT: X  
 CONTRACTOR: VIA ARCHITECT: CONTRACT FOR: General Construction  
 CONTRACT DATE: CONTRACTOR: X  
 PROJECT NOS: / / 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
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
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.



**SECTION 00 72 13**

**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2017 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions and is part of this project manual as if herein written in full.

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# AIA<sup>®</sup> Document A201<sup>™</sup> – 2017

## General Conditions of the Contract for Construction

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

THE OWNER:  
(Name, legal status and address)

THE ARCHITECT:  
(Name, legal status and address)

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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

### 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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503<sup>™</sup>, Guide for Supplementary Conditions.

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## 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 or proposal 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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

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

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document



G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## 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 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

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

§ 2.3.1 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.

§ 2.3.2 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.

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

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

#### § 2.4 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.

#### § 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### 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 its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

### § 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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.

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§ 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

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 notice, the Architect's approval of a resubmission shall not apply to such revisions.

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

**§ 3.12.10.1** 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 be entitled to rely

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upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

### § 4.2 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

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## 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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 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. The Contractor shall proceed promptly with changes in the Work, 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
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### 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.

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§ 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 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.

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**§ 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 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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- .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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' 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 shutdown, 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 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.

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

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's 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. 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 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 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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

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

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

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** 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.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

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expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any 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 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 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

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that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

## 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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

#### § 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under 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 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;

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- .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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## 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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

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§ 15.1.6.2 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.

#### § 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

§ 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.

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§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, 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 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

**§ 15.4.4 Consolidation or Joinder**

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

SAMPLE

**SECTION 00 73 13**

**SUPPLEMENTARY GENERAL CONDITIONS A201-2017**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2017. 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

## ARTICLE 1: GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

Strike the last sentence of Section 1.1.1 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 Section:

“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.”

#### 1.1.8 INITIAL DECISION MAKER

Strike the last sentence of Section 1.1.8 in its entirety and add the following to the end of the remaining sentence:

“ and certify termination of the Agreement under Section 14.2.2.”

### 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

#### 1.2.1.1 Insert “if possible” at the end of the second sentence.

Add the following Sections:

“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

Strike Section 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 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."

Strike Section 1.5.2 in its entirety.

#### 1.7 DIGITAL DATA USE AND TRANSMISSION

Strike Section 1.7 in its entirety and replace with the following:

"The parties shall agree upon protocols governing transmission and use of Instruments of Service or any other information or documentation in digital form."

#### 1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

### **ARTICLE 2: OWNER**

#### 2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

#### 2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

2.3.4 Add the following sentence at the end of the paragraph:

"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."

Strike Section 2.3.6 in its entirety and replace with the following:



“2.3.6The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.”

## 2.5 OWNER’S RIGHT TO CARRY OUT THE WORK

Add “, except as outlined in Section 3.15” after the reference to “Article 15” at the end of the last sentence of the Section.

## ARTICLE 3: CONTRACTOR

### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Add “and Owner” after “report to the Architect” in the second sentence.

3.2.4 Strike “subject to Section 15.1.7” in the second sentence.

3.2.4 Strike the third sentence.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

“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.”

“3.3.4The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials, or as otherwise identified by the specifications. Consult the Owner and the Architect before storing any materials.”

“3.3.5When 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 Sections:

“3.4.4Before 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 Architect & Owner 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 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 Sections:

“3.5.3 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 warranty.”

“3.5.4 Defects appearing during the period of warranty 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 warranty will have elapsed.”

“3.5.5 Upon notification by the Owner of a defect covered by the Contractor’s warranty, the Contractor shall respond within 4 hours of the notification.”

“3.5.6 In addition to the General Warranty there are other warranties 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 warranties will commence at the same time as the General Warranty.”

“3.5.7 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.”

### 3.8 ALLOWANCES

Add the following Section:

“3.8.1.1 For costs to be covered under a project allowance, (included in the schedule of values) the Contractor shall submit a summary of those costs anticipated and an Allowance Access Authorization Form to the Architect and Owner, reflecting the projected costs. The Allowance Access Authorization Form must be signed by the Owner prior to initiating any work associated with the allowance.”

### 3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add “estimated” after “and the” and before “date of” in the second sentence.

3.10.2 Strike “and thereafter as necessary to maintain a current submittal schedule” in the first sentence.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

“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 the conformed contract 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 Upon completion of the work noted in 3.11.2 the contractor shall schedule a meeting with the Architect/Engineer and Owner to review the final record drawings and closeout documents prior to submission. After this meeting the Contractor shall make adjustments per the review, and submit one (1) original markup and (2) copies of the red line drawings (as-built conditions, to the Owner and one (1) print to the Architect. In addition, attach one complete set of the as-built documents to each of the Operating and Maintenance Instructions/Manuals. The Contractor will include (2) USB drives, each containing all “red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents.”

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10.2 Strike “If the Contract Documents require” from the beginning of the sentence.

3.12.10.2 Strike “to” between “professional” and certify” and replace with “shall”.

3.17 Insert “indemnify and” between “shall” and “hold” in the second sentence.

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence 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.”

4.2.7 Strike the second sentence 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 Section:

“4.2.10.1 There will be no full-time Project Representative provided by the Owner or Architect on this project.”

“4.2.13 Add “and in compliance with all local requirements.” to the end of the sentence.”

## **ARTICLE 5: SUBCONTRACTORS**

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

5.2.3 Strike Section 5.2.3 in its entirety and replace with the following:

“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.”

5.2.4 Strike Section 5.2.4 in its entirety and replace with the following:

”The Contractor may not substitute any Subcontractor listed in its Bid unless the Contractor complies with the requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4. Failure to comply with this requirement shall subject the Contractor to a penalty as outlined in Section 5.2 of the Owner’s General Requirements.”

Add the following Section:

“5.2.5 The Contractor shall comply and shall ensure all Subcontractors comply with all requirements for drug testing as set forth in TITLE 19 LABOR DELAWARE ADMINISTRATIVE CODE 4000 Office of Management and Budget 4100 Division of Facilities Management **4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects.**”

## **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 Strike “and waiver of subrogation” from the end of the second sentence.

6.1.4 Strike Section 6.1.4 in its entirety.

### 6.2 MUTUAL RESPONSIBILITY

6.2.3 Strike “shall” and replace with “may” in the second sentence.

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

(SEE ARTICLE 7: CHANGES IN WORK IN THE STATE OF DELAWARE DIVISION OF FACILITIES MANAGEMENT GENERAL REQUIREMENTS)

7.3.4.1 Strike “and other employee costs approved by the Architect” after “worker’s compensation insurance,”

7.3.4.4 Add “work attributable to the” before “change” at the end of the sentence.

#### **7.4 MINOR CHANGES IN WORK**

Add “unless such changes are approved” at the end of the third sentence.

#### **ARTICLE 8: TIME**

#### **8.2 PROGRESS AND COMPLETION**

8.2.1 Add the following Section:

“8.2.1.1 Refer to Project Specifications Section SUMMARY OF WORK for Contract time requirements.”

8.2.2 After “by the Contractor” strike “and” and insert “to”.

8.2.4 Add the following Section:

“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 “binding dispute resolution” and insert “any and all remedies at law or in equity”.

Add the following Section:

“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.”

Strike Section 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 Section 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 Section:

“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 Sections:

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

“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 1.5% of the initial contract amount.”

### **9.3 APPLICATIONS FOR PAYMENT**

- 9.3.1 Strike Section 9.3.1 in its entirety and replace with the following:

“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 for completed portions of the Work. The application shall be notarized, and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage.”

Add the following Sections:

“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.”

“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 Subsections to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

9.6.1 Strike Section 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.”

9.6.8 Strike “Provided the Owner has fulfilled its payment obligations under the Contract Documents,” in the first sentence.

9.7 FAILURE OF PAYMENT

Strike Section 9.7 in its entirety and replace with the following:

“If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon thirty additional days’ 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents.”

9.8 SUBSTANTIAL COMPLETION

9.8.3 At the end of Section 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 Strike “shall” and insert “may” in the second sentence.

9.8.5 Insert “1/2 of the” after “make payment of” in the second sentence.

9.9 PARTIAL OCCUPANCY OR USE

- 9.9.1 Strike the first sentence and replace with the following (the remainder of the Section remains as written):  
“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 authorized by public authorities having jurisdiction over the Project.”
- 9.10.2 Strike “to remain in force after final payment is currently in effect” after “required by the Contract Documents” and replace with “shall remain in force until final payment is completed” in the first sentence.
- 9.10.4.4 Strike “if permitted by the Contract Documents,”

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

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

- 10.1.1 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 Section:

- 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 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.
- 10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES



- 10.3.3 Strike Section 10.3.3 in its entirety.
- 10.3.4 Insert “hazardous” in the last sentence after “handling of such” .
- 10.3.6 Strike Section 10.3.6 in its entirety.

## **ARTICLE 11: INSURANCE AND BONDS**

### 11.1 CONTRACTOR’S INSURANCE AND BONDS

- 11.1.1 Strike “Owner” from the third sentence.

### 11.2 OWNER’S LIABILITY INSURANCE

Strike 11.2 in its entirety, except that in the case of school projects in which case Section 11.2 shall remain.

### 11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

### 11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE

Delete Section 11.4 in its entirety

## **ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

### 12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

“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 non-conforming work and that required under contract including any damage to the structure.”

- 12.2.2.1 Strike all references to “one year” or “one-year” and replace with “two years”.
- 12.2.2.2 Strike “one-year” and replace with “two years”.
- 12.2.2.3 Strike “one-year” and replace with “two years”.
- 12.2.5 Strike “one-year” and replaced with “two years”.

### **ARTICLE 13: MISCELLANEOUS PROVISIONS**

#### 13.1 GOVERNING LAW

Strike the last sentence.

#### 13.4 TESTS AND INSPECTIONS

##### 13.4.1 Strike the last sentence and replace with the following:

“The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.”

#### 13.5 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” and replace with “30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.”

Insert the following Section:

##### “13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.6.1 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**

#### 14.1 TERMINATION BY THE CONTRACTOR

##### 14.1.1.4 Insert “, upon the Contractors’ request,” after “furnish to the Contractor” .

##### 14.1.3 Strike “and profit on Work not executed, and” after “as well as reasonable overhead” and replace with “, profit, and reasonable”

#### 14.3 SUSPENSION BY OWNER FOR CONVENIENCE

##### 14.3.2 Strike “Adjustment of the Contract Sum shall include profit”.

#### 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

##### 14.4.3 Strike Section 14.4.3 in its entirety and replace with the following:

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

## **ARTICLE 15: CLAIMS AND DISPUTES**

### 15.1 CLAIMS

#### 15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

#### 15.1.3 NOTICE OF CLAIM

Strike all references to “21” and replace with “45”.

#### 15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

“Contractor shall not proceed to execute any portion of the Work that is subject to the Claim without prior approval of the costs or method of payment for the costs associated with the Claim as determined by the Architect and approved by the Owner.”

#### 15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

### 15.2 INITIAL DECISION

15.2.1 Strike “and binding dispute resolution” in the fourth sentence and replace with “or any and all remedies at law or in equity”.

15.2.5 Strike Section 15.2.5 in its entirety and replace with the following:

“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 any or all remedies at law or in equity.”

15.2.6 Strike Section 15.2.6 and its sub Sections in their entirety.

### 15.3 MEDIATION

15.3.1 Strike “binding dispute resolution” and replace with “any or all remedies at law or in equity”.

- 15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.
- 15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.
- 15.3.3 Strike Section 15.3.3 in its entirety.
- 15.4 ARBITRATION
- Strike Section 15.4 and its Subsections in their entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

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DATE \_\_\_\_\_

I, \_\_\_\_\_ (Name of signatory party) \_\_\_\_\_ (Title)

do hereby state:

1. That I pay or supervise the payment of persons employed by

\_\_\_\_\_, 20\_\_\_\_ on the \_\_\_\_\_ (Contractor or Subcontractor)

\_\_\_\_\_, 20\_\_\_\_ all persons employed on said project (public project)

that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of the contractor or subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the prevailing wage regulations of the State of Delaware.

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; and that the worksite ratio of apprentices to mechanics does not exceed the ratio permitted by the prevailing wage regulations of the State of Delaware.

List only those fringe benefits:

For which the employer has paid; and Which have been used to offset the full prevailing wage rate.

(See Delaware Prevailing Wage Regulations for explanation of how hourly value of benefits is to be computed.)

HOURLY COST OF BENEFITS							
(List in same order shown on front of record)							
Employee							
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief. I realize that making a false statement under oath is a crime in State of Delaware

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

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

**An employer who fails to submit sworn payroll information to the Department of Labor weekly shall be subject to fines of \$1,000.00 and \$5,000. for each violation.**





DATE 07/25/2013

I, Cory Smith, President (Name of Signatory Party) (Title)

do hereby state:

I. That I pay or supervise the payment of the persons employed by

ABC Contractors on the (Contractor or Subcontractor)

public project #123 ; (public project)

that during the payroll period commencing on the 15 day of

July, 2013, and ending on the 21 day of

July, 2013, all persons employed on said project

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor or subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in prevailing wage regulations of the State of Delaware.

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, and that the worksite ratio of apprentices to mechanics does not exceed the ratio permitted by the prevailing wage regulations of the State of Delaware.

An employer who fails to submit sworn payroll information to the Department of Labor weekly shall be subject to fines of \$1,000.00 to \$5,000.00 for each violation.

List only those fringe benefits:

For which the employer has paid; and

Which have been used to offset the full prevailing wage rate.

(See Delaware Prevailing Wage Regulations for the explanation of how hourly value of benefits is to be computed.)

Table with columns: Emp, H&W, Pens, Vac, App, Oth, Union, Cash, Total. Rows 1-9 with numerical data.

I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief. I realize that making a false statement under oath is a crime in the state of Delaware.

Cory Smith

Signature

STATE OF

COUNTY OF

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC,

THIS DAY OF ; A.D.

Notary Public

**SECTION 00 73 43**

**WAGE RATE REQUIREMENTS**

**PART 1 - GENERAL**

- A. A certified copy of the March 15, 2019, 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.
- B. 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.
- C. Public agencies (covered by the provisions of 29 Del.C. §6960) are required to use the rates which are in effect on the date of the publication of specifications for a given project. "Date of publication" means the date on which the specifications are made available to interested persons (as specified in the published bid notice). In the event that a contract is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the 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.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION

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**SECTION 00 73 46**

**WAGE DETERMINATION SCHEDULE**

The Wage Determination Schedule document is part of this project manual as included herein.

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STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 761-8200

Mailing Address:  
4425 North Market Street  
3rd Floor  
Wilmington, DE 19802

Located at:  
4425 North Market Street  
3rd Floor  
Wilmington, DE 19802

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2019

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.92	29.46	42.87
BOILERMAKERS	71.61	36.33	53.41
BRICKLAYERS	55.89	55.89	55.89
CARPENTERS	55.63	55.63	44.22
CEMENT FINISHERS	75.54	52.62	23.19
ELECTRICAL LINE WORKERS	47.57	40.79	31.10
ELECTRICIANS	70.49	70.49	70.49
ELEVATOR CONSTRUCTORS	96.27	67.47	33.42
GLAZIERS	75.65	75.65	59.28
INSULATORS	57.88	57.88	57.88
IRON WORKERS	65.57	65.57	65.57
LABORERS	47.70	47.70	47.70
MILLWRIGHTS	74.23	74.23	59.84
PAINTERS	52.47	52.47	52.47
PILEDRIVERS	78.02	41.17	33.30
PLASTERERS	31.22	31.22	23.14
PLUMBERS/PIPEFITTERS/STEAMFITTERS	70.05	55.29	60.31
POWER EQUIPMENT OPERATORS	71.29	71.29	71.29
ROOFERS-COMPOSITION	25.12	24.79	22.64
ROOFERS-SHINGLE/SLATE/TILE	19.24	22.88	17.99
SHEET METAL WORKERS	72.53	72.53	72.53
SOFT FLOOR LAYERS	53.39	53.39	53.39
SPRINKLER FITTERS	60.04	60.04	60.04
TERRAZZO/MARBLE/TILE FNRS	64.45	64.45	64.45
TERRAZZO/MARBLE/TILE STRS	71.27	71.27	71.27
TRUCK DRIVERS	32.19	28.70	21.91

CERTIFIED: 04/03/2019 BY: [Signature] ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE 302-761-8200

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: MJ760100046 Georgetown Readiness Center Misc. Interior Improvements , Sussex County

**SECTION 00 81 13**

**GENERAL REQUIREMENTS**  
*(Delaware Army National Guard – 2017)*

**TABLE OF ARTICLES**

1. GENERAL PROVISIONS
2. OWNER
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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
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12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

**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 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.”

- 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 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 requires, 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.

#### 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 pursuing 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.
  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.

- 5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

## 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

- 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.
- 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 prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).
- 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 subcontractors 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

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.
- 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):

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 must be provided directly to the Owner along with the shipping slips that include those products.
- 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, may 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 Contractor's Contractual 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
	\$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.
- 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 State Historic Preservation Office and suspend work in the immediate area for a reasonable 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 by the Division of Historical and Cultural Affairs.

### 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.

### 13.7 REPORTING

13.7.1 Contractor who is awarded contract must report contract amounts awarded to all listed subcontractors. Information to report is included in the chart below. If subcontractor is registered as a minority, women or veteran owned business, please indicate in space provided.

Subcontractor Category	Subcontractor Name	Subcontractor Contract Amount	Is subcontractor minority, women or veteran owned?

13.8 BUY AMERICAN ACT

13.8.1 Section 810 of Article VIII (included elsewhere in this Project Manual,) requires compliance with the Buy American Act (41 U.S.C. 10.) The Buy American Act gives preference to domestic end products and domestic construction materials. To verify compliance with this Section, Contractor is required to provide proof, acceptable to the Owner, that all major equipment and materials installed on the project was manufactured in the United States.

**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

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**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 maintain testing data that includes but is not limited to the data elements below.

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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).



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**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.**

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**SECTION 00 81 14**

**EMPLOYEE DRUG TESTING REPORT FORMS**

The Employee Drug Testing Report Forms are part of this project manual as included herein.

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**SECTION 01 11 00**  
**SUMMARY OF WORK**

**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: Restroom Improvements.**

1. Project Location: Georgetown Readiness Center, Georgetown, Delaware 19947

**B. Owner: Delaware Army National Guard, Armed Forces Reserve Center, 250 Airport Road, New Castle, Delaware 19720.**

1. Owner's Representative: Marc Orndorff

**C. Architect: Davis, Bowen & Friedel, Inc., Michael Bauman, AIA, mpb@dbfinc.com, (302) 424-1441**

**1.3 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work to be accomplished in accord with this contract includes, but is not limited to, the removal and replacement of floor finishes and suspended ceilings in areas noted on the drawings. The kitchen office will be relocated and the kitchen will be reconfigured with a new serving line area and pantry. Scope of work includes all related plumbing, electrical, mechanical, and other appurtenances.**

B. Type of Contract.

1. Project will be constructed under a single prime contract including selected alternates.

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 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.

- 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 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.



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.

#### 1.8 CODES

- A. All work shall be performed in accordance with the applicable codes and rules and regulations of the regulatory agencies which have jurisdiction over this project and its location.

#### 1.9 PROGRESS MEETINGS

- A. In addition to a pre-construction meeting, progress meetings will be held bi-weekly during the course of the project at dates and times to be announced.

#### 1.10 DELIVERED MATERIALS

- A. Under no circumstances will the DEARNG sign as received any materials delivered to the job.

#### 1.11 PERMITS AND LICENSES

- A. All required permits will be paid for and obtained by the Contractor. In addition, all contractors must be licensed by the State of Delaware and Sussex County.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

**ALLOWANCE ACCESS AUTHORIZATION:**

**Project:** \_\_\_\_\_

**Architect:** Davis, Bowen & Friedel, Inc. **Project No.** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**AAA No.:** \_\_\_\_\_ **Initiation Date:** \_\_\_\_\_

**The Allowance is allocated as follows:**

<b>Total original Contract Allowance was:</b>	\$ _____
<b>Amount of Contract Allowance Access previously authorized:</b>	\$ _____
<b>Adjusted Contract Allowance prior to this authorization is:</b>	\$ _____
<b>The amount of available Allowance will Decrease by this Access Authorization:</b>	\$ _____
<b>The remaining Contract Allowance, after this Access Authorization will be:</b>	\$ _____

**Recommended by:**  
**Architect**

By (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted by:**  
**Contractor**

By (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:**  
**Owner**

By (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

## 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. Types of allowances include the following:
  - 1. Quantity allowances.
- C. Related Requirements:
  - 1. 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.

## 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.

- 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. Provide an allowance of \$10,000.00 for unforeseen conditions.
- B. Attachment: Allowance Access Authorization Form.

END OF SECTION

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## SECTION 01 25 00

### SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

##### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

##### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.

- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than **15** days prior to time required for preparation and review of related submittals.
  1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:



- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Requested substitution provides sustainable design characteristics that specified product provided.
  - c. Requested substitution will not adversely affect Contractor's construction schedule.
  - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution has been coordinated with other portions of the Work.
  - g. Requested substitution provides specified warranty.
  - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice of Award.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Requested substitution provides sustainable design characteristics that specified product provided.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION

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## 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.

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

## SECTION 01 29 00

### PAYMENT PROCEDURES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. 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.

#### 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.

- 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.
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

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## 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.
  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 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 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.
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.
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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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## SECTION 01 32 00

### CONSTRUCTION PROGRESS DOCUMENTATION

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. 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.
- 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.

## 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.
- 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.
  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.
  
- 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

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**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

**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.

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.

- 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.

- 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.
- 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

## 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.

- 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.
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.

## 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.
  - 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.
  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.

## 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 01 73 00 "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

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## 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.



## 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.
- 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

## SECTION 01 60 00

### PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 01 25 00 "Substitution Procedures" for requests for substitutions.

##### 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

##### 1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."
  - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

6. Protect stored products from damage and liquids from freezing.

## 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
    - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
  4. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
    - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
  5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

## PART 3 - EXECUTION (Not Used)

END OF SECTION



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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. 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.

#### 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.

### 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 01 31 00 "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. 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.
- 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.
- 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.
- 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.

### 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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## SECTION 01 74 19

### CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### 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.
- C. Contractor shall submit 3 copies of the 10 Day Notification for Demolition form that follows this section (pages D1 & D2).

#### 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.

#### 1.4 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. 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.
- C. 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.
  - 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.

1.5 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 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.
- 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.



**WASTE MANAGEMENT PROGRESS REPORT**

MATERIAL CATEGORY	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE		
		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, stumps, 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)		

END OF SECTION



## SECTION 01 77 00

### CLOSEOUT PROCEDURES

#### 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.

## 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.

### 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 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

## SECTION 01 78 39

### PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record 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.
- 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:
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.
  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.

### 2.4 GUARANTEES, BONDS AND AFFIDAVITS

- A. Turn over guarantees, warranties, bonds and affidavits on various materials, neatly bound and in order, to the Architect for deliver to the Owner as part of the package.
- B. Affidavits verifying payments of all bills related to the project, release of liens (AIA G706A) for all subcontractors, bonding company approvals and consent of surety to final payment shall be required.
- C. Certification that all construction materials used and equipment supplied for this project are free of known hazardous materials such as PCBs and asbestos.

### 2.5 OPERATION AND MAINTENANCE DATA

- A. Turn over manuals and instructions, neatly bound and in order, to the Architect for delivery to the Owner.

### 2.6 EXTRA STOCK, SPARE PARTS, INSTUCTION



- A. Turn over extra stock as specified in other sections of the specifications to the person designated by the Owner to be in charge of the operation and maintenance of the building.
- B. Provide instruction in operation and maintenance of equipment and finishes. Conduct meeting and individual training as needed to inform owner's operating personnel.
- C. Provide special tools for such items as louver vanes, adjustable dampers, thermostats, allen-head locking devices in triplicate

### 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

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## 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.

- 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:

- 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.
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.
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 02 45 00

### CUTTING AND PATCHING

#### 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. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Division 01 Section "Selective Demolition" for demolition of selected portions of the building for alterations.
  - 2. Division 07 Section "Fire Stopping" for patching fire-rated construction.

##### 1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

##### 1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

4. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

## 1.5 QUALITY ASSURANCE

- A. Retain experienced and specialized Installer or fabricator to cut and patch the Work listed below.
- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- C. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  1. Primary operational systems and equipment.
  2. Air or smoke barriers.
  3. Fire-protection systems.
  4. Control systems.
  5. Communication systems.
  6. Electrical wiring systems.
  7. Operating systems of special construction in Division 13 Sections.
- D. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.
  3. Exterior curtain-wall construction.
  4. Equipment supports.
  5. Piping, ductwork, vessels, and equipment.
  6. Noise- and vibration-control elements and systems.
- E. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces 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.
  1. Brick masonry.
  2. Preformed metal panels.
  3. Firestopping.
  4. Window wall system.
  5. Acoustical ceilings.

## 1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing 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.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

### 3.3 PERFORMANCE

- A. 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 existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
  2. Do not cut structural or load bearing elements unless specifically noted on structural or demolition drawings. Structural elements include: steel columns, beams, bar joists, concrete beams, columns; floor slabs, footings.
- B. Cutting: Cut existing 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 as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 2 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.
- C. 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 possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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 eliminate 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 existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang existing 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.
6. Patch, repair and/or rebuild existing surfaces as necessary to provide even plan surface of uniform appearance.

END OF SECTION

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## SECTION 05 40 00

### COLD-FORMED METAL FRAMING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Exterior and interior nonload-bearing, cold form, steel-stud curtainwall.
  - 2. Cold form steel.

##### 1.3 PERFORMANCE REQUIREMENTS

- A. AISI "Specifications": Calculate structural characteristics of cold-formed metal framing and connections according to AISI's "Specification for the Design of Cold-Formed Steel Structural Members" and the following:
  - 1. Center for Cold-Formed Steel Structures (CCFSS) Technical Bulletin, Vol. 2, No. 1, February 1993 "AISI Specification Provisions for Screw Connections."
- B. Structural Performance: Engineer, fabricate, and erect cold-formed metal framing to withstand design loads within limits and under conditions required.
  - 1. Design Loads: As indicated.
  - 2. Design framing systems to withstand design loads without deflections greater than the following:
    - a. Interior and Exterior Nonload-Bearing Curtainwall: Lateral deflection of 1/360 of the wall height and 1/480 with brick veneer.
  - 3. Design framing systems to provide for movement of framing members without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change (range) of 120 deg F (67 deg C).
- C. Design nonload-bearing curtainwall framing to accommodate lateral deflection without regard to contribution of sheathing materials.
- D. Engineering Responsibility: Engage a fabricator who assumes undivided responsibility for engineering cold-formed metal framing by employing a qualified professional engineer to prepare design calculations, shop drawings, and other structural data.

#### 1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product data for each type of cold-formed metal framing, accessory, and product specified.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed cold-formed metal framing similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code--Steel" and AWS D1.3 "Structural Welding Code--Sheet Steel."
  - 1. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.
- C. Fire-Test-Response Characteristics: Where fire-resistance-rated assemblies are indicated, provide cold-formed metal framing identical to that tested as part of an assembly for fire resistance per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
  - 1. Fire-Resistance Ratings: As indicated by design designations listed in UL "Fire Resistance Directory," or by Warnock Hersey or another testing and inspecting agency acceptable to authorities having jurisdiction.
- D. Professional Engineer Qualifications: A professional engineer legally authorized to practice in the jurisdiction where Project is located and experienced in providing engineering services of the kind indicated that have resulted in the installation of cold-formed metal framing similar to this Project in material, design, and extent and that have a record of successful in-service performance.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Store cold-formed metal framing, protect with a waterproof covering, and ventilate to avoid condensation.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS



- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering cold-formed metal framing that may be incorporated in the Work include, but are not limited to, the following:
1. Angeles Metal Systems.
  2. Clark-Cincinnati, Inc.
  3. Consolidated Systems, Inc.
  4. Dale//Incor Industries of Florida.
  5. Dale Industries, Inc.
  6. Design Shapes in Steel.
  7. Dietrich Industries, Inc.
  8. Incor Plant Dale Industries.
  9. Knorr Steel Framing Systems.
  10. MarinoWare; Div. of Ware Industries, Inc.
  11. Super Stud Building Products, Inc.
  12. Unimast, Inc.
  13. United Construction Supply.
  14. United States Steel.
  15. Western Metal Lath Co.

## 2.2 WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs of web depths indicated, with lipped flanges, and complying with the following thicknesses prior to coating:
1. Design Uncoated-Steel Thickness: As required by structural performance, or as indicated.
  2. Flange Width: 1-5/8 inches (41 mm), minimum.
  3. Web: Punched.
- B. Steel Track: Manufacturer's standard U-shaped steel track, unpunched, of web depths indicated, with straight flanges, and complying with the following thicknesses prior to coating:
1. Design Uncoated-Steel Thickness: Matching steel studs.
  2. Flange Width: Manufacturers standard deep flange where required by design, standard flange elsewhere.

## 2.3 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories of the same material and finish used for framing members, with a minimum yield strength of 33,000 psi (230 MPa).
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
1. Supplementary framing.
  2. Bracing, bridging, and solid blocking.
  3. Web stiffeners.

4. Gusset plates.
5. Deflection track and vertical slide clips.
6. Stud kickers and girts.
7. Joist hangers and end closures.
8. Reinforcement plates.

## 2.4 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36 (ASTM A 36M).
- B. Cast-in-Place Anchor Bolts and Studs: ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); carbon-steel hex-head bolts and studs; carbon-steel nuts; and flat, unhardened-steel washers. Zinc coated by the hot-dip process according to ASTM A 153.
- C. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times the design load, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
- D. Powder-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 10 times the design load, as determined by testing per ASTM E 1190 conducted by a qualified independent testing agency.
- E. Mechanical Fasteners: Corrosion-resistant coated, self-drilling, self-threading steel drill screws.
  1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- F. Welding Electrodes: Comply with AWS standards.

## 2.5 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight.
- B. Cement Grout: Portland cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- C. Nonmetallic, Nonshrink Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, with fluid consistency and a 30-minute working time.
- D. Thermal Insulation: ASTM C 665, Type I, unfaced mineral-fiber blankets produced by combining glass or slag fibers with thermosetting resins.

## 2.6 FABRICATION

- A. Fabricate cold-formed metal framing and accessories plumb, square, true to line, and with connections securely fastened, according to manufacturer's recommendations and the requirements of this Section.
  - 1. Fabricate framing assemblies in jig templates.
  - 2. Cut framing members by sawing or shearing; do not torch cut.
  - 3. Fasten cold-formed metal framing members by welding or screw fastening, as standard with fabricator. Wire tying of framing members is not permitted.
    - a. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
  - 4. Fasten other materials to cold-formed metal framing by welding, bolting, or screw fastening, according to manufacturer's recommendations.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies to prevent damage or distortion.
- C. Fabrication Tolerances: Fabricate assemblies to a maximum allowable tolerance variation from plumb, level, and true to line of 1/8 inch in 10 feet (1:960) and as follows:
  - 1. Spacing: Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
  - 2. Squareness: Fabricate each cold-formed metal framing assembly to a maximum out-of-square tolerance of 1/8 inch (3 mm).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine supporting substrates and abutting structural framing for compliance with requirements, including installation tolerances and other conditions affecting performance of cold-formed metal framing. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Cold-formed metal framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed metal framing and accessories plumb, square, true to line, and with connections securely fastened, according to manufacturer's recommendations and the requirements of this Section.
  - 1. Cut framing members by sawing or shearing; do not torch cut.

2. Fasten cold-formed metal framing members by welding or screw fastening, as standard with fabricator. Wire tying of framing members is not permitted.
  - a. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
  - b. Locate mechanical fasteners and install according to cold-framed metal framing manufacturer's instructions with screw penetrating joined members by not less than 3 exposed screw threads.
- C. Install framing members in one-piece lengths, unless splice connections are indicated for track or tension members.
- D. Provide temporary bracing and leave in place until framing is permanently stabilized.
- E. Install insulation in built-up exterior framing members, such as headers, sills, boxed joists, and double studs, inaccessible upon completion of framing work.
- F. Fasten reinforcement plate over web penetrations that exceed size of manufacturer's standard punched openings.
- G. Erection Tolerances: Install cold-formed metal framing to a maximum allowable tolerance variation from plumb, level, and true to line of 1/8 inch in 10 feet (1:960) and as follows:
  1. Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

### 3.3 NONLOAD-BEARING WALL INSTALLATION

- A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure as indicated.
- B. Squarely seat studs against webs of top and bottom tracks. Fasten both flanges of studs to top and bottom track, unless otherwise indicated. Space studs as follows:
  1. Stud Spacing: As indicated.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.
- D. Isolate steel framing from building structure at locations indicated to prevent transfer of vertical loads while providing lateral support.
  1. Install deflection track and anchor to building structure.
- E. Install horizontal bridging in curtainwall studs, spaced in rows not more than 48 inches (1219 mm) apart. Fasten at each stud intersection.

1. Install additional row of horizontal bridging in curtainwall stud beneath deflection track when curtainwall studs are not fastened to an additional top track.
  2. Bridging: Cold-rolled steel channel, clip angle fastened to webs of punched studs.
  3. Install Steel Sheet: diagonal bracing straps to both stud flanges, terminate at and fasten to reinforced top and bottom track. Fasten clip angle connectors to multiple studs at ends of bracing and anchor to structure.
- F. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, fasteners, and stud girts, to provide a complete and stable curtainwall-framing system.

#### 3.4 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed metal framing with galvanizing repair paint according to ASTM A 780 and the manufacturer's instructions.
- B. Provide final protection and maintain conditions in a manner acceptable to manufacturer and Installer to ensure that cold-formed metal framing is without damage or deterioration at the time of Substantial Completion.

END OF SECTION

## SECTION 06 10 53

### MISCELLANEOUS ROUGH CARPENTRY

#### 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.
- 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.
  3. Install to tolerance of 1/8 inch in 96 inches 3 mm in 2438 mm for level and plumb. Install adjoining finish carpentry with 1/32-inch 0.8-mm maximum offset for flush installation and 1/16-inch 1.6-mm maximum offset for reveal installation.

END OF SECTION

## **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 01 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.

## 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.
- 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.
- 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 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 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.
  - 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



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## SECTION 08 11 13

### HOLLOW METAL FRAMES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Steel door and frames.
- B. Related Sections include the following:
  - 1. Division 08 Section "Flush Wood Doors" for wood doors installed in steel frames.
  - 2. Division 09 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.
- 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).

## 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.
- B. Interior Door Faces: Fabricate exposed faces of doors and panels from cold-rolled steel sheet.
- C. Core Construction: Manufacturer's standard core construction that produces a door complying with SDI standards.

- D. 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.
- E. Single-Acting, Door-Edge Profile: Square edge.
- F. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."
- G. Fabricate concealed stiffeners, reinforcement, edge channels, louvers, and moldings from either cold- or hot-rolled steel sheet.
- H. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed screws and bolts.
- I. 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.
- J. Frame Construction: Fabricate frames to shape shown.
  - 1. For interior applications, fabricate knock-down frames with mitered or coped corners, for field assembly.
  - 2. Provide welded frames with temporary spreader bars.
- K. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project site.
- L. Locate hardware as indicated on Shop Drawings or, if not indicated, according to ANSI A250.8.
- M. 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.
  - 2. 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.
  - 3. 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.
  - 4. For in-place gypsum board partitions, install knock-down, drywall slip-on frames.
- 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.
- B. Protection Removal: Immediately before final inspection, remove protective wrappings from doors and frames.

END OF SECTION

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**SECTION 08 33 23**  
**OVERHEAD COILING DOORS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

**A. Section Includes:**

1. Service doors.

**1.2 ACTION SUBMITTALS**

**A. Product Data:** For each type and size of overhead coiling door and accessory.

**B. Shop Drawings:** For each installation and for special components not dimensioned or detailed in manufacturer's product data.

1. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
2. Include diagrams for power, signal, and control wiring.

**C. Samples:** For each exposed product and for each color and texture specified.

**1.3 CLOSEOUT SUBMITTALS**

**A. Maintenance data.**

**1.4 QUALITY ASSURANCE**

**A. Installer Qualifications:** An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

**PART 2 - PRODUCTS**

**2.1 DOOR ASSEMBLY**

**A. Service Door:** Overhead coiling door formed with curtain of interlocking metal slats.

1. Cornell
2. Clopay
3. Cookson



- B. Operation Cycles: Door components and operators capable of operating for not less than 50,000.
- C. Door Curtain Material: Stainless steel.
- D. Door Curtain Slats: Flat profile slats of 2-5/8-inch (67-mm) center-to-center height.
- E. Bottom Bar: Two angles, each not less than 1-1/2 by 1-1/2 by 1/8 inch thick; fabricated from stainless steel and finished to match door.
- F. Curtain Jamb Guides: Stainless steel with exposed finish matching curtain slats.
- G. Hood: Stainless steel.
  - 1. Mounting: Face of wall.
- H. Electric Door Operator:
  - 1. Usage Classification: Standard duty, up to 25 cycles per hour and up to 90 cycles per day.
  - 2. Safety: Listed according to UL 325 by a qualified testing agency for commercial or industrial use.
  - 3. Motor Exposure: Interior.
  - 4. Emergency Manual Operation: Push-up type.
  - 5. Obstruction-Detection Device: Automatic pneumatic sensor edge on bottom bar.
  - 6. Control Station(s): Interior mounted.
- I. Door Finish:
  - 1. Stainless-Steel Finish: No. 4 (polished directional satin).
  - 2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face.

## 2.2 MATERIALS, GENERAL

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## 2.3 DOOR CURTAIN MATERIALS AND CONSTRUCTION

- A. Door Curtains: Fabricate overhead coiling-door curtain of interlocking metal slats, designed to withstand wind loading indicated, in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:
  - 1. Metal Interior Curtain-Slat Facing: Match metal of exterior curtain-slat face, with minimum steel thickness of 0.010 inch (0.25 mm).

- B. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent overtravel of curtain.

## 2.4 HOODS

- A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
  - 1. Include automatic drop baffle on fire-rated doors to guard against passage of smoke or flame.
  - 2. Exterior-Mounted Doors: Fabricate hood to act as weather protection and with a perimeter sealant-joint-bead profile for applying joint sealant.

## 2.5 CURTAIN ACCESSORIES

- A. Push/Pull Handles: Equip each push-up-operated or emergency-operated door with lifting handles on each side of door, finished to match door.
- B. Pull-Down Strap: Provide pull-down straps for doors more than 84 inches (2130 mm) high.

## 2.6 COUNTERBALANCING MECHANISM

- A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.
- B. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

## 2.7 MANUAL DOOR OPERATORS

- A. General: Equip door with manual door operator by door manufacturer.
- B. Push-up Door Operation: Lift handles and pull rope for raising and lowering doors, with counterbalance mechanism designed so that required lift or pull for door operation does not exceed 25 lbf (111 N).

## 2.8 ELECTRIC DOOR OPERATORS

- A. General: Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and operation-cycles requirement specified, with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch, control stations, control devices, integral gearing for locking door, and accessories required for proper operation.
1. Comply with NFPA 70.
  2. Control equipment complying with NEMA ICS 1, NEMA ICS 2, and NEMA ICS 6, with NFPA 70 Class 2 control circuit, maximum 24-V ac or dc.
- B. Usage Classification: Electric operator and components capable of operating for not less than number of cycles per hour indicated for each door.
- C. Motors: Reversible-type motor with controller for motor exposure indicated.
1. Electrical Characteristics:
    - a. Phase: Single phase.
    - b. Volts: 208 V.
    - c. Hertz: 60.
  2. Motor Size: Minimum size as indicated. If not indicated, large enough to start, accelerate, and operate door in either direction from any position, at a speed not less than 8 in./sec. (203 mm/s) and not more than 12 in./sec. (305 mm/s), without exceeding nameplate ratings or service factor.
  3. Operating Controls, Controllers, Disconnect Switches, Wiring Devices, and Wiring: Manufacturer's standard unless otherwise indicated.
- D. Obstruction Detection Devices: External entrapment protection consisting of indicated automatic safety sensor capable of protecting full width of door opening. For non-fire-rated doors, activation of device immediately stops and reverses downward door travel.
1. Photoelectric Sensor: Manufacturer's standard system designed to detect an obstruction in door opening without contact between door and obstruction.
    - a. Self-Monitoring Type: Designed to interface with door operator control circuit to detect damage to or disconnection of sensing device. When self-monitoring feature is activated, door closes only with sustained or constant pressure on close button.
  2. Electric Sensor Edge: Automatic safety sensor edge, located within astragal or weather stripping mounted to bottom bar. Contact with sensor activates device. Connect to control circuit using manufacturer's standard take-up reel or self-coiling cable.
    - a. Self-Monitoring Type: Four-wire configured device designed to interface with door operator control circuit to detect damage to or disconnection of sensor edge.
  3. Pneumatic Sensor Edge: Automatic safety sensor edge, located within astragal or weather stripping mounted to bottom bar. Contact with sensor activates device.

- E. Control Station: Three-button control station in fixed location with momentary-contact push-button controls labeled "Open" and "Stop" and sustained- or constant-pressure push-button control labeled "Close."
  - 1. Interior-Mounted Units: Full-guarded, surface-mounted, heavy-duty type, with general-purpose NEMA ICS 6, Type 1 enclosure.
  - 2. Exterior-Mounted Units: Full-guarded, standard-duty, surface-mounted, weatherproof type, NEMA ICS 6, Type 4 enclosure, key operated.
- F. Emergency Manual Operation: Equip each electrically powered door with capability for emergency manual operation. Design manual mechanism so required force for door operation does not exceed 25 lbf (111 N).
- G. Emergency Operation Disconnect Device: Equip operator with hand-operated disconnect mechanism for automatically engaging manual operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount mechanism so it is accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.
- H. Motor Removal: Design operator so motor may be removed without disturbing limit-switch adjustment and without affecting emergency manual operation.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Power-Operated Doors: Install according to UL 325.
- C. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion. Lubricate bearings and sliding parts as recommended by manufacturer.

#### 3.2 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

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 01 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 08 Section "Hollow Metal Doors and Frames" for silencers integral with hollow metal frames.
2. Division 08 Section "Flush Wood Doors" for factory prefitting and factory premachining of doors for door hardware.
3. Division 08 Section "Aluminum Entrances and Storefronts".

##### **1.3 HARDWARE ALLOWANCE**

- 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

- 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 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.
  - 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.
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.
- 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.

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 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.
- 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

- 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 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 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 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**

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	Door Stop	406	US32D	RO
3	Silencer	608		RO

**Set: 2.0**

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: 3.0**

Single Door:

3	Hinge (standard weight)	TA2714 4-1/2" x 4-1/2"	US26D	MK
1	Mortise Lock (office)	ML2020 x PSM	626	BE
1	Door Stop	406	US32D	RO
3	Silencer	608		RO

END OF SECTION

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## SECTION 09 21 16

### GYPSUM BOARD ASSEMBLIES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Interior gypsum wallboard.
- B. Related Sections include the following:
  - 1. Division 05, Section "Cold-Formed Metal Framing."
  - 2. Division 06, Section "Miscellaneous Rough Carpentry."

##### 1.3 DEFINITIONS

- A. Gypsum Board Terminology: Refer to ASTM C 11 for definitions of terms for gypsum board assemblies not defined in this Section or in other referenced standards.

##### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.

##### 1.5 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For gypsum board assemblies with fire-resistance ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
  - 1. Fire-Resistance-Rated Assemblies: Indicated by design designations from UL's "Fire Resistance Directory."
- B. Sound Transmission Characteristics: For gypsum board assemblies with STC ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by a qualified independent testing agency.

##### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and

identification of manufacturer or supplier.

- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Stack gypsum panels flat to prevent sagging.

## 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1. Gypsum Board and Related Products:
  - a. American Gypsum Co.
  - b. G-P Gypsum Corp.
  - c. National Gypsum Company.
  - d. United States Gypsum Co.

### 2.2 INTERIOR GYPSUM WALLBOARD

- A. Panel Size: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.
- B. Tile Backer Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.
  - 1. Core: Regular type
  - 2. Long Edges: Tapered
  - 3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.
- C. Gypsum Board: ASTM C 1396/C 1396M, with manufacturer's standard edges.
  - 1. Core: 5/8 inch

### 2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
  - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
  - 2. Shapes:

- a. Cornerbead: Use at outside corners.
- b. LC-Bead (J-Bead): Use at exposed panel edges.
- c. L-Bead: Use where indicated.
- d. U-Bead: Use where indicated.
- e. Expansion (Control) Joint: Use where indicated.

## 2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475.
- B. Joint Tape:
  1. Interior Gypsum Wallboard: Paper.
  2. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
  1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
  2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
  3. Use setting-type compound for installing paper-faced metal trim accessories.
  4. Fill Coat: For second coat, use setting-type, sandable topping compound .
  5. Finish Coat: For third coat, use drying-type, all-purpose compound.
  6. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

## 2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Fastening Adhesive:
  1. Wood: ASTM C 557.
  2. Steel: Adhesive recommended for attaching panels to steel framing.
- D. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.



## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Gypsum Board Application and Finishing Standards: ASTM C 840 and GA-216.
- B. Install gypsum panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- D. Attach gypsum panels to studs so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- E. Attach gypsum panels to framing provided at openings and cutouts.
- F. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members using resilient channels, or provide control joints to counteract wood shrinkage.
- G. Form control and expansion joints with space between edges of adjoining gypsum panels.
- H. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's written recommendations.
  - 1. Space screws a maximum of 12 inches (304.8 mm) o.c. for vertical applications.

### 3.3 PANEL APPLICATION METHODS

- A. Single-Layer Application:
  - 1. On ceilings, apply gypsum panels before wall/partition board application to the greatest extent possible and at right angles to framing, unless otherwise indicated.
  - 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

- B. Single-Layer Fastening Methods: Apply gypsum panels to supports with steel drill screws.

### 3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

### 3.5 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C 840, for locations indicated:
  - 1. All Exposed Gypsum Board: Level 4 - Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges at panel surfaces that will be exposed to view, unless otherwise indicated.
  - 2. All Concealed Gypsum Board: Level 2 – Panels that are substrate for solid surface.

END OF SECTION

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## **SECTION 09 30 13**

### **CERAMIC TILING**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Quarry tile.
  - 2. Porcelain tile.
  - 3. Waterproof membrane for thinset applications.

##### **1.3 SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For tile, grout, and accessories involving color selection.

##### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.
- B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.
- D. Store liquid materials in unopened containers and protected from freezing.

##### **1.5 FIELD CONDITIONS**

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations for Tile: Obtain tile of each type and color or finish from single source or producer.
  - 1. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.
- B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from single manufacturer and each aggregate from single source or producer.
  - 1. Obtain setting and grouting materials, except for unmodified Portland cement and aggregate, from single manufacturer.
  - 2. Obtain waterproof membrane except for sheet products, from manufacturer of setting and grouting materials.

### 2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.
- C. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.

### 2.3 TILE PRODUCTS

- A. Ceramic Tile Type Glazed square-edged quarry tile.
  - 1. Manufacturers:
    - a. Daltile
    - b. American Olean
    - c. Quarry Tile Co.
    - d. Approved Equal
  - 2. Size: 6 by 6 inches (152 by 152 mm).
  - 3. Thickness: 1/2 inch (12.7 mm).
  - 4. Wearing Surface: Abrasive aggregate embedded in surface.
  - 5. Dynamic Coefficient of Friction: Not less than 0.42.
  - 6. Finish: Mat, clear glaze.

7. Tile Color and Pattern: As selected by Architect from manufacturer's full range.
8. Grout Color: As selected by Architect from manufacturer's full range.
9. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:
  - a. Base: Coved with surface bullnose top edge, face size 6 by 6 inches.

B. Ceramic Tile Type Glazed porcelain tile.

1. Manufacturers:
  - a. American Olean
  - b. Daltile
  - c. Approved Equal
2. Face Size: See drawings.
3. Thickness: 3/8 inch (9.5 mm).
4. Face: Plain with square edges.
5. Dynamic Coefficient of Friction: Not less than 0.42.
6. Tile Color, Glaze, and Pattern: As selected by Architect from manufacturer's full range.
7. Grout Color: As selected by Architect from manufacturer's full range.
8. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:
  - a. Base Cap: Surface bullnose, module size 6 inches x 6 inches.

2.4 WATERPROOF MEMBRANE

- A. General: Manufacturer's standard product that complies with ANSI A118.10 and is recommended by the manufacturer for the application indicated. Include reinforcement and accessories recommended by manufacturer.
- B. Fabric-Reinforced, Fluid-Applied Membrane: System consisting of liquid-latex rubber or elastomeric polymer and continuous fabric reinforcement.
- C. Fluid-Applied Membrane: Liquid-latex rubber or elastomeric polymer.
- D. Latex-Portland Cement Waterproof Mortar: Flexible, waterproof mortar consisting of cement-based mix and latex additive.

2.5 CRACK ISOLATION MEMBRANE

- A. General: Manufacturer's standard product that complies with ANSI A118.12 for standard performance and is recommended by the manufacturer for the application indicated. Include reinforcement and accessories recommended by manufacturer.
- B. Fabric-Reinforced, Modified-Bituminous Sheet: Self-adhering, modified-bituminous sheet with fabric reinforcement facing; 0.040-inch (1-mm) nominal thickness.

- C. Fabric-Reinforced, Fluid-Applied Membrane: System consisting of liquid-latex rubber or elastomeric polymer and fabric reinforcement.
- D. Fluid-Applied Membrane: Liquid-latex rubber or elastomeric polymer.
- E. Latex-Portland Cement Crack-Resistant Mortar: Flexible mortar consisting of cement-based mix and latex additive.

## 2.6 SETTING MATERIALS

- A. Latex-Portland Cement Mortar (Thinset): ANSI A118.4.
  - 1. Provide prepackaged, dry-mortar mix containing dry, redispersible, vinyl acetate or acrylic additive to which only water must be added at Project site.

## 2.7 GROUT MATERIALS

- A. Sand-Portland Cement Grout: ANSI A108.10, consisting of white or gray cement and white or colored aggregate as required to produce color indicated.
- B. Standard Cement Grout: ANSI A118.6.

## 2.8 MISCELLANEOUS MATERIALS

- A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.
- B. Vapor-Retarder Membrane: Polyethylene sheeting, ASTM D 4397, 4.0 mils (0.1 mm) thick.
- C. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.
- D. Grout Sealer: Manufacturer's standard product for sealing grout joints and that does not change color or appearance of grout.
  - 1. Grout sealers shall comply with requirements of FloorScore certification.
  - 2. Grout sealers shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Small-Scale Environmental Chambers."

## 2.9 MIXING MORTARS AND GROUT

- A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.

- B. Add materials, water, and additives in accurate proportions.
- C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  - 1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
  - 2. Verify that concrete substrates for tile floors installed with thinset mortar comply with surface finish requirements in ANSI A108.01 for installations indicated.
    - a. Verify that surfaces that received a steel trowel finish have been mechanically scarified.
    - b. Verify that protrusions, bumps, and ridges have been removed by sanding or grinding.
  - 3. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.
  - 4. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with thinset mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
- B. Where indicated, prepare substrates to receive waterproofing by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot (1:50) toward drains.
- C. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.



### 3.3 CERAMIC TILE INSTALLATION

- A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
- B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.
- E. Where accent tile differs in thickness from field tile, vary setting-bed thickness so that tiles are flush.
- F. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
  - 1. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so joints between sheets are not apparent in finished work.
  - 2. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.
  - 3. Where tiles are specified or indicated to be whole integer multiples of adjoining tiles on floor, base, walls, or trim, align joints unless otherwise indicated.
- G. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
  - 1. Quarry Tile: 3/8 inch (9.5 mm).
  - 2. Porcelain Tile: 3/8 inch (9.5 mm).
- H. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, at existing locations. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
  - 1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.
- I. Grout Sealer: Apply grout sealer to grout joints in tile floors according to grout-sealer manufacturer's written instructions. As soon as grout sealer has penetrated grout joints, remove excess sealer and sealer from tile faces by wiping with soft cloth.

### 3.4 WATERPROOFING INSTALLATION

- A. Install waterproofing to comply with ANSI A108.13 and manufacturer's written instructions to produce waterproof membrane of uniform thickness that is bonded securely to substrate.
- B. Allow waterproofing to cure and verify by testing that it is watertight before installing tile or setting materials over it.

### 3.5 CRACK ISOLATION MEMBRANE INSTALLATION

- A. Install crack isolation membrane to comply with ANSI A108.17 and manufacturer's written instructions to produce membrane of uniform thickness that is bonded securely to substrate.
- B. Allow crack isolation membrane to cure before installing tile or setting materials over it.

### 3.6 ADJUSTING AND CLEANING

- A. Remove and replace tile that is damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of replacement.
- B. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
  - 1. Remove grout residue from tile as soon as possible.
  - 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.

### 3.7 PROTECTION

- A. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
- B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- C. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.

END OF SECTION

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## SECTION 09 51 23

### ACOUSTICAL TILE CEILINGS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Ceilings consisting of acoustical tiles and lay-in suspension systems.

##### 1.3 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Product Test Reports: Indicate compliance of acoustical tile ceilings and components with requirements based on comprehensive testing of current products.

##### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has completed acoustical tile ceilings similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Source Limitations for Ceiling Units: Obtain each acoustical ceiling tile from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.
- C. Source Limitations for Suspension System: Obtain each suspension system from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.
  - 1. Obtain both acoustical ceiling tiles and suspension system from the same manufacturer.

##### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical tiles and suspension system components to Project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.

- B. Before installing acoustical tiles, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical tiles carefully to avoid chipping edges or damaging units in any way.

#### 1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and weatherproof, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

#### 1.7 COORDINATION

- A. Coordinate layout and installation of acoustical tiles and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

#### 1.8 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
  - 1. Acoustical Ceiling Units: Full-size units equal to 2.0 percent of amount installed.
  - 2. Suspension System Components: Quantity of each grid and exposed component equal to 2.0 percent of amount installed.

### PART 2 - PRODUCTS

#### 2.1 ACOUSTICAL CEILING TILE TYPES

- A. Acoustical Ceiling Tile:
  - 1. Basis of Design: SAT-1; Armstrong Dune 2' x 2' (Item #1775). Location: Offices and miscellaneous areas.
  - 2. Basis of Design: SAT-2; Armstrong Pebble 2' x 2' (Item #2988). Location: Shower rooms and kitchen.

#### 2.2 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. Armstrong World Industries, Inc.

### 2.3 ACOUSTICAL TILES, GENERAL

- A. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated.
- B. Antimicrobial Treatment: Provide acoustical tiles treated with manufacturer's standard antimicrobial solution consisting of a synergistic blend of substituted ammonium salts of alkylated phosphoric acids admixed with free alkylated phosphoric acid that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria.

### 2.4 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension System Standard: Provide manufacturer's standard metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable ASTM C 635 requirements.
- B. Finishes and Colors, General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory-applied finish for type of system indicated.
- C. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung, unless otherwise indicated.
  - 1. Postinstalled Anchors in Existing Plaster Ceiling: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing per ASTM E 488, conducted by a qualified testing and inspecting agency.
    - a. Type: Postinstalled expansion anchors.
    - b. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Group 1 alloy 304 or 316 for bolts; alloy 304 or 316 for anchor.
  - 2. Postinstalled Powder-Actuated Fasteners in Existing Plaster Ceiling: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing per ASTM E 1190, conducted by a qualified testing and inspecting agency.
- D. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
  - 1. Zinc-Coated Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
- E. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.

- F. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized steel sheet complying with ASTM A 653/A 653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.
- G. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's product designations, including splice plates, corner pieces, and attachment and other clips, complying with the following requirements:
  - 1. Aluminum Alloy: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of aluminum extrusions complying with ASTM B 221/B 221M for alloy and temper 6063-T5.
  - 2. Baked-Enamel Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Comply with paint manufacturer's written instructions for applying and baking and for minimum dry film thickness.
    - a. Organic Coating: Manufacturer's standard thermosetting coating system with a minimum dry film thickness of 0.8 to 1.2 mils (0.02 to 0.03 mm).
    - b. Color: As selected by Architect from manufacturer's standard colors.
  - 3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Armstrong World Industries, Inc.
    - b. Chicago Metallic Corporation.
    - c. USG Interiors, Inc.

## 2.5 ACOUSTICAL SEALANT

- A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 and the following requirements:
  - 1. Product is effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
- B. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Acoustical Sealant for Exposed and Concealed Joints:
    - a. PL Acoustical Sealant; ChemRex, Inc., Contech Brands.
    - b. AC-20 FTR Acoustical and Insulation Sealant; Pecora Corp.
    - c. SHEETROCK Acoustical Sealant; United States Gypsum Co.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and structural framing to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage, and other conditions affecting performance of acoustical tile ceilings.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other Sections.
  - 1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordinating other work.
- B. Testing Substrates: Before installing adhesively applied tiles on wet-placed substrates such as cast-in-place concrete or plaster, test and verify that moisture level is below tile manufacturer's recommended limits.
- C. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width units at borders, and comply with layout shown on reflected ceiling plans.

### 3.3 INSTALLATION

- A. General: Install acoustical tile ceilings to comply with publications referenced below per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
  - 1. Standard for Ceiling Suspension System Installations: Comply with ASTM C 636.
- B. Suspend ceiling hangers from building's structural members and as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
  - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  - 3. Splay hangers only where required and, if permitted with fire-resistance rated ceilings, to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  - 4. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
  - 5. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts,



- eye screws, or other devices that are secure; that are appropriate for substrate; and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
6. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both structure to which hangers are attached and type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
  7. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, powder-actuated fasteners, or drilled-in anchors that extend through forms into concrete.
  8. Do not attach hangers to steel deck tabs.
  9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
  10. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers, unless otherwise indicated; and provide hangers not more than 8 inches (200 mm) from ends of each member.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or post-installed anchors.
- D. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- E. Arrange directionally patterned acoustical tiles as follows:
1. Install tiles with pattern running in one direction parallel to long axis of space.
- F. Install acoustical tiles in coordination with suspension system. Place splines or suspension system flanges into kerfed edges so tile-to-tile joints are closed by double lap of material.
1. Fit adjoining tile to form flush, tight joints. Scribe and cut tile for accurate fit at borders and around penetrations through tile.
  2. Hold tile field in compression by inserting leaf-type, spring-steel spacers between tile and moldings, spaced 12 inches (305 mm) o.c.
  3. Fabricate access units for special suspension system access members and tile units modified as required to allow for removal of access units.
  4. Protect lighting fixtures and air ducts to comply with requirements indicated for fire-resistance rated assembly.
- 3.4 CLEANING
- A. Clean exposed surfaces of acoustical tile ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

## SECTION 09 65 19

### RESILIENT TILE FLOORING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Vinyl composition floor tile.

##### 1.3 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of units or sections of units showing the full range of colors and patterns available for each type of product indicated.
- C. Maintenance Data: For resilient floor tile to include in the maintenance manuals specified in Division 01.

##### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer to perform work of this Section who has specialized in installing resilient products similar to those required for this Project and with a record of successful in-service performance.
- B. Source Limitations: Obtain each type, color, and pattern of product specified from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.
- C. Fire-Test-Response Characteristics: Provide products with the following fire-test-response characteristics as determined by testing identical products per test method indicated below by a testing and inspecting agency acceptable to authorities having jurisdiction.
  - 1. Critical Radiant Flux: 0.45 W/sq. cm or greater when tested per ASTM E 648.
  - 2. Smoke Density: Maximum specific optical density of 450 or less when tested per ASTM E 662.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to Project site in manufacturer's original, unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store products in dry spaces protected from the weather, with ambient temperatures maintained between 50 and 90 deg F (10 and 32 deg C).
- C. Store tiles on flat surfaces.
- D. Move products into spaces where they will be installed at least 48 hours before installation, unless longer conditioning period is recommended in writing by manufacturer.

## 1.6 PROJECT CONDITIONS

- A. Maintain a temperature of not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C) in spaces to receive products for at least 48 hours before installation, during installation, and for at least 48 hours after installation, unless manufacturer's written recommendations specify longer time periods. After post-installation period, maintain a temperature of not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- B. Do not install products until they are at the same temperature as the space where they are to be installed.
- C. Close spaces to traffic during flooring installation and for time period after installation recommended in writing by manufacturer.
- D. Install tiles and accessories after other finishing operations, including painting, have been completed.
- E. Where demountable partitions and other items are indicated for installation on top of resilient tile flooring, install tile before these items are installed.
- F. Do not install flooring over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive, as determined by flooring manufacturer's recommended bond and moisture test.

## 1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
  - 1. Furnish not less than one box and one additional for each 50 boxes or fraction thereof, of each type, color, pattern, class, wearing surface, and size of resilient tile flooring installed.
  - 2. Deliver extra materials to Owner.

## PART 2 - PRODUCTS

### 2.1 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. AZRock Industries, Inc.
  2. Armstrong World Industries, Inc.

### 2.2 RESILIENT TILE

- A. Vinyl Composition Floor Tile: Products complying with ASTM F 1066.

### 2.3 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
- C. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edge of tiles, and in maximum available lengths to minimize running joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where installation of resilient products will occur, with Installer present, for compliance with manufacturer's requirements. Verify that substrates and conditions are satisfactory for resilient product installation and comply with requirements specified.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by flooring manufacturer.
  2. Subfloor finishes comply with requirements specified in Division 3 Section "Cast-in-Place Concrete" for slabs receiving resilient flooring.
  3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
- C. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. General: Comply with resilient product manufacturer's written installation instructions for preparing substrates indicated to receive resilient products.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Broom and vacuum clean substrates to be covered immediately before product installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.3 TILE INSTALLATION

- A. General: Comply with tile manufacturer's written installation instructions.
- B. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half of a tile at perimeter.
  - 1. Lay tiles square with room axis, unless otherwise indicated.
- C. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Cut tiles neatly around all fixtures. Discard broken, cracked, chipped, or deformed tiles.
  - 1. Lay tiles with grain running in one direction.
- D. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures, including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.
- E. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other nonpermanent, nonstaining marking device.
- G. Install tiles on covers for telephone and electrical ducts, and similar items in finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on covers. Tightly adhere edges to perimeter of floor around covers and to covers.

- H. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to comply with tile manufacturer's written instructions, including those for trowel notching, adhesive mixing, and adhesive open and working times.
  - 1. Provide completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

### 3.4 CLEANING AND PROTECTING

- A. Perform the following operations immediately after installing resilient products:
  - 1. Remove adhesive and other surface blemishes using cleaner recommended by resilient product manufacturers.
  - 2. Sweep or vacuum floor thoroughly.
  - 3. Do not wash floor until after time period recommended by flooring manufacturer.
  - 4. Damp-mop floor to remove marks and soil.
- B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by flooring manufacturer.
  - 1. Apply protective floor polish to floor surfaces that are free from soil, visible adhesive, and surface blemishes, if recommended in writing by manufacturer.
    - a. Use commercially available product acceptable to flooring manufacturer.
    - b. Coordinate selection of floor polish with Owner's maintenance service.
  - 2. Cover products installed on floor surfaces with undyed, untreated building paper until inspection for Substantial Completion.
  - 3. Do not move heavy and sharp objects directly over floor surfaces. Place plywood or hardboard panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.
- C. Clean floor surfaces not more than 4 days before dates scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Clean products according to manufacturer's written recommendations.
  - 1. Before cleaning, strip protective floor polish that was applied after completing installation only if required to restore polish finish and if recommended by flooring manufacturer.
  - 2. After cleaning, reapply polish to floor surfaces to restore protective floor finish according to flooring manufacturer's written recommendations. Coordinate with Owner's maintenance program.

END OF SECTION

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## SECTION 09 67 23

### RESINOUS FLOORING

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Decorative broadcast epoxy flooring system. (Ceramic Carpet)

##### 1.2 REFERENCES

- A. ACI 503R - Adhesives for Concrete.
- B. ASTM International (ASTM):
  1. ASTM C 190 - Method of Test for Tensile Strength of Hydraulic Cement Mortars.
  2. ASTM C 293 - Standard Test Method for Flexural Strength of Concrete (Using Simple Beam With Center-Point Loading).
  3. ASTM C 307 - Standard Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacing.
  4. ASTM C 579 - Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
  5. ASTM C 580 - Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
  6. ASTM C 884 - Standard Test Method for Thermal Compatibility Between Concrete and an Epoxy-Resin Overlay.
  7. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
  8. ASTM D 638 - Standard Test Method for Tensile Properties of Plastics.
  9. ASTM D 790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
  10. ASTM D 2240 - Standard Test Method for Rubber Property-Durometer Hardness.
  11. ASTM D 4060 - Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
- C. ICRI - International Concrete Repair Institute, Inc.
- D. MIL-D-3134J - Military Specification: Deck Covering Materials (05 Oct 1988).

##### 1.3 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
  1. Preparation instructions and recommendations.
  2. Storage and handling requirements and recommendations.
  3. Installation methods.
- B. Maintenance Data: For maintenance manuals.



#### 1.4 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** Obtain Flooring System materials from a single manufacturer with a minimum of five years verifiable experience providing materials of the type specified in this section.
- B. **Installer Qualifications:**
  - 1. Installation shall be performed by a manufacturer approved installer with skilled mechanics having not less than three years satisfactory experience in the installation of the type of system as specified in this section, and shall be approved in writing by the manufacturer of the flooring system.
- C. **Source Limitations:** Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, from single source from single manufacturer. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Primary system materials shall be delivered in the manufacturer's undamaged, unopened containers. Each container shall be clearly marked with the following:
  - 1. Product names and/or Numbers.
  - 2. Manufacturer's name.
  - 3. Component designation (A, B, etc.).
  - 4. Product Mix Ratio.
  - 5. Health and Safety Information.
  - 6. CHEMTREC Emergency Response Information.
- C. Provide equipment and personnel to handle the materials by methods which prevent damage.
- D. The Contractor shall promptly inspect direct jobsite material deliveries to assure that quantities are correct, comply with requirements and are not damaged.
- E. The Contractor shall be responsible for materials furnished and shall replace, at its expense, such materials that are found to be defective in manufacture or that have become damaged in transit, handling or storage.
- F. Store materials in accordance with manufacturer's instructions, with seals and labels intact and legible. Maintain temperatures within the required range. Do not use materials which exceed the manufacturer's maximum recommended shelf life.
- G. **Handling:** Handle materials to avoid damage.

#### 1.6 PROJECT CONDITIONS

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

environmental conditions outside manufacturer's recommended limits.

- B. The Contractor shall visit the jobsite prior to the installation of the Flooring System to evaluate substrate condition, including substrate moisture transmission, quantity and severity of cracking, and the extent of repairs needed. Substrate imperfections should be repaired only after mechanical preparation of the substrate. Surface preparation reveals most imperfections requiring repair. Concrete substrates shall be tested to verify that the moisture vapor transmission of the substrate does not exceed the Flooring System manufacturers' recommendations. Cost associated with repair, leveling and remediation of the substrate are the responsibility of the provider of the substrate.
- C. The Contractor shall exercise care during surface preparation and system installation to protect surrounding substrates and surfaces, as well as in-place equipment. The Contractor shall prepare the substrate to remove laitance and open the surface. This shall be achieved by light brush grit blasting. Surface profile achieved shall be similar to medium grit sandpaper and free from bond-inhibiting contaminants.
- D. Concrete subfloor tolerances shall be in accordance with ACI 302. Each drain in the installation area shall be working and raised or lowered to the actual finished elevation of the Flooring System.
- E. The minimum slab temperature shall be conditioned to 60 degrees F (16 degrees C) before commencing installation, during installation, and for at least 72 hours after installation is complete. The substrate temperature shall be at least 5 degrees F above the dew point during installation.
- F. Maintain lighting at a minimum uniform level of 50 or more foot candles in areas where the Flooring System is being installed.
- G. Leaks from pipes and other sources must be corrected prior to the installation of the Flooring System.

## 1.7 WARRANTY

- A. The Contractor and the manufacturer shall furnish a standard guarantee of the Flooring System for a period of one year after installation. The labor and material guarantee shall include loss of bond and wear-through to the concrete substrate from normal use.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave.; Cleveland, OH 44115; Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989.
- B. Substitutions: Not permitted.

### 2.2 DECORATIVE BROADCAST EPOXY FLOORING SYSTEM

- A. Product: Ceramic Carpet, 1/8 inch (3 mm) Decorative Broadcast Epoxy Flooring System, as manufactured by Sherwin-Williams.

1. Flooring system consists of 3579 Standard Primer / Binder as the primer, 3561 Epoxy Resin Glaze as the binder resin, 5900F Colored Quartz Aggregate, and 3746 Self-Leveling Epoxy as the grout.
  - a. Seal Coat: 3746 Self-Leveling Epoxy
  - b. Seal Coat: 4410 WB Polyurethane Gloss
  - c. Seal Coat: 4411 WB Polyurethane Satin
  
- B. Typical Physical Properties
  1. Color: Wheatfield #342.
  2. Hardness at 24 hours Shore D (ASTM D 2240): 70/65.
  3. Compressive strength (ASTM C 579): 12,000 psi
  4. Tensile Strength (ASTM C 307): 2,500 psi.
  5. Tensile Strength (ASTM D 638): 6,000 psi.
  6. Abrasion Resistance (ASTM D 4060, CS-17 Wheel, 1,000 cycles):90-100 milligrams lost.
  7. Flexural Strength (ASTM C 580): 4,500 psi.
  8. Flexural Strength (ASTM D 790): 10,000 psi.
  9. Adhesion: 300 psi.
  10. Adhesion (ACI 503R): Concrete Failure.
  11. Flammability: Self-extinguishing over concrete.
  12. Resistance Elevated Temperatures (MIL-D-3134J): No slip or flow at required temperature of 158 degree F (70 degrees C).
  13. Impact Resistance (MIL-D-3134J): Withstands 16 ft-lbs without cracking, delaminating or chipping
    - a. ASTM D = Resin only.
    - b. ASTM C = Mortar system.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 SURFACE PREPARATION

- A. For preparation of concrete substrates follow manufacturer's "Instruction for Concrete Surface Preparation" (Form G-1).

### 3.3 INSTALLATION

- A. General: Apply each components of the flooring system in compliance with manufacturer's written installation instructions and strictly adhere to mixing and installation methods, recoat windows, cure times and environmental restrictions. The flooring system is to be installed directly over non-moving control joints and cracks which have been treated with EPO-FLEX epoxy, and the Flooring System shall terminate at the edge of isolation and expansion joints as designated by the Architect. Integral cove base shall be installed where specified in the drawings.

- B. Inspection: Prior to commencing Work, thoroughly examine all underlying and adjoining work, surfaces and conditions upon which Work is in any way dependent for perfect results. Report all conditions which affect Work. No "waiver of responsibility" for incomplete, inadequate or defective underlying and adjoining work, surfaces and conditions will be considered, unless notice of such unsatisfactory conditions has been filed and agreed to in writing before Work begins. Commencement of Work constitutes acceptance of surfaces. Test and report for moisture level in substrate to verify compliance with manufacturer's requirements. Do not proceed unless acceptable test results are achieved.

### 3.4 INSTALLATION

- A. Inspection: Prior to commencing Work, thoroughly examine all underlying and adjoining work, surfaces and conditions upon which Work is in any way dependent for perfect results. Report all conditions which affect Work. No "waiver of responsibility" for incomplete, inadequate or defective underlying and adjoining work, surfaces and conditions will be considered, unless notice of such unsatisfactory conditions has been filed and agreed to in writing before Work begins. Commencement of Work constitutes acceptance of surfaces. Test and report for moisture level in substrate to verify compliance with manufacturer's requirements. Do not proceed unless acceptable test results are achieved.
- B. Surface Preparation: Remove all surface contamination, loose or weakly adherent particles, laitance, grease, oil, curing compounds, paint, dust and debris by blast track method or approved mechanical means (acid etch not allowed). If surface is questionable try a test patch. Create a minimum surface profile for the system specified in accordance with the methods described in ICRI No. 03732 to achieve profile numbers as follows:
  - 1. Thin film, to 10 mils: CSP-1 to CSP-3.
  - 2. Thin and medium films, 10 to 40 mils: CSP-3 to CSP-5.
  - 3. Self-leveling mortars, to 3/16 inch: CSP-4 to CSP-6.
  - 4. Mortars and laminates, to 1/4 inch or more: CSP-5 to CSP-9.
- C. Environmental Conditions:
  - 1. All applicators and all other personnel in the area of the Flooring System installation shall take all required and necessary safety precautions. Manufacturers' installation instructions shall be followed.
  - 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written instructions.
  - 3. Alkalinity and Adhesion Testing: Verify that concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
  - 4. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.
  - 5. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
  - 6. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written instructions.
- D. Applications:
  - 1. Install resinous floor over properly prepared concrete surface in strict accordance with the manufacturer's directions.
    - a. Install the primer and/or base coats over thoroughly cleaned and prepared concrete.

- b. Install topcoat over flooring after excess aggregate has been removed.
  - c. Maintain a slab temperature of 60 degree F to 80 degree F (16 degrees to 27 degrees C) for 24 hours minimum before applying floor topping.
2. Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
  - a. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
  - b. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
  - c. At substrate expansion and isolation joints, comply with resinous flooring manufacturer's written instructions.
3. Sealant: Saw cut resinous floor topping at expansion joints in concrete slab. Fill saw cuts with sealant prior to final seal coat application. Follow manufacturer's written recommendations.
4. Primer: Apply primer over prepared substrate at manufacturer's recommended spreading rate.
5. Slip Resistant Finish: Provide grit for slip resistance.
6. Topcoats: Apply topcoats in number indicated for flooring system and at spreading rates recommended in writing by manufacturer.

### 3.5 CURING, CLEANING AND PROTECTION

- A. Cure the flooring system materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of the installation and prior to completion of the curing process.
- B. Protect the flooring system from damage and wear during other phases of the construction operation, using temporary coverings as recommended by the manufacturer, if required. Remove temporary covering just prior to final inspection.
- C. Clean the flooring system just prior to final inspection, using materials and procedures suitable to the system manufacturer.
- D. Test each cleaner, in a small area, utilizing your cleaning technique to determine if color, gloss or texture will be affected. This precaution will demonstrate the effect of your cleaner and technique. If no deleterious effects are observed, continue with the procedure. If deleterious effects do occur, modify the cleaning material and/or procedure. For recommendations regarding types of cleaners, contact the flooring system manufacturer.

END OF SECTION

## **SECTION 09 68 13**

### **TILE CARPETING**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. Section includes modular carpet tile.
- B. Related Sections:
  - 1. Division 09 "Resilient Base and Accessories."

##### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture required.

##### **1.3 INFORMATIONAL SUBMITTALS**

- A. Product test reports.
- B. Sample warranty.

##### **1.4 CLOSEOUT SUBMITTALS**

- A. Maintenance data.

##### **1.5 QUALITY ASSURANCE**

- A. Installer Qualifications: Certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.

##### **1.6 WARRANTY**

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 CARPET TILE

- A. Basis-of-Design: Lees, GT154 Faculty Remix Tile.
- B. Generally, retain "Color" and "Pattern" paragraphs below unless they are described by product designation inserted above.
- C. Color: As selected by Architect from manufacturer's standard range.
- D. Fiber Type: Duracolor Premium Nylon.
- E. Pile Characteristic: Textured multi-colored loop, tufted.
- F. Density: 6500.
- G. Pile Thickness: 0.144"
- H. Stitches: 8.3 per inch.
- I. Gage: 1/8Do not include weight of backings in "Surface Pile Weight" Paragraph below.
- J. Weight Density: 169,000.
- K. Face Weight: 26.0 oz per square yard.
- L. Backing System: Eco Flex ICT
- M. Size: 24 by 24 inches (610 by 610 mm)
- N. Applied Treatments:
  - 1. Soil-Resistance Treatment: Manufacturer's standard treatment.
  - 2. Antimicrobial Treatment: Manufacturer's standard treatment that protects carpet tiles as follows:
    - a. Antimicrobial Activity: Not less than 2-mm halo of inhibition for gram-positive bacteria, not less than 1-mm halo of inhibition for gram-negative bacteria, and no fungal growth, according to AATCC 174.
- O. Performance Characteristics:
  - 1. Appearance Retention Rating: Severe traffic, 3.5 minimum according to ASTM D 7330.
  - 2. Critical Radiant Flux Classification: Not less than 0.22 W/sq. cm according to NFPA 253.
  - 3. Dry Breaking Strength: Not less than 100 lbf (445 N) according to ASTM D 2646.
  - 4. Tuft Bind: Not less than 6.2 lbf (28 N) according to ASTM D 1335.
  - 5. Delamination: Not less than 4 lbf/in. (0.7 N/mm) according to ASTM D 3936.
  - 6. Dimensional Tolerance: Within 1/32 inch (0.8 mm) of specified size dimensions, as determined by physical measurement.

7. Dimensional Stability: 0.2 percent or less according to ISO 2551 (Aachen Test).
8. Colorfastness to Crocking: Not less than 4, wet and dry, according to AATCC 165.
9. Electrostatic Propensity: Less than 3 kV according to AATCC 134.

## 2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and are recommended by carpet tile manufacturer for releasable installation.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Concrete Slabs:
  1. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. (18.6 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
    - a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
    - b. Relative Humidity Test: Using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum [75] <Insert number> percent relative humidity level measurement.
    - c. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.

### 3.2 PREPARATION

- A. General: Comply with CRI's "CRI Carpet Installation Standards" and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.
- C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using



solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.

- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

### 3.3 INSTALLATION

- A. General: Comply with CRI's "CRI Carpet Installation Standard," Section 18, "Modular Carpet" and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer.
- C. Maintain dye-lot integrity. Do not mix dye lots in same area.
- D. Maintain pile-direction patterns recommended in writing by carpet tile manufacture].
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.
- I. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION

## SECTION 09 91 23

### PAINTING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes surface preparation and field painting of exposed exterior and interior items and surfaces.

##### 1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: For each type of finish-coat material indicated. Provide color fans

##### 1.3 QUALITY ASSURANCE

- A. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5.
  - 1. Wall & Ceiling Surfaces: Provide samples on at least 100 sq. ft. (9 sq. m).
  - 2. Doors & Frames: Mockup on at least (1) of each.
  - 3. Final approval of colors will be from benchmark samples.

##### 1.4 PROJECT CONDITIONS

- A. Store materials not in use in tightly covered containers in a well ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain storage containers in a clean condition, free of foreign materials and residue.
- B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C).
- C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F (7 and 35 deg C).

##### 1.5 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.

1. Quantity: 5 percent, but not less than 1 gal. (3.8 L) or 1 case, as appropriate, of each material and color applied.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide the basis of design products listed in other Part 2 articles, from ICI Dulux Paints, or equal from the following manufacturers:
  1. Benjamin Moore & Co. (Benjamin Moore).
  2. ICI Paint Stores, Inc. (Dulux Paint and BuildTex Paint).
  3. M. A. Bruder & Sons, Inc. (M. A. B. Paint).
  4. PPG Industries, Inc. (Pittsburgh Paints).
  5. Sherwin-Williams Co. (Sherwin-Williams).

### 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors:
  1. Interior: As selected from manufacturer's standard whites range.

### 2.3 PREPARATORY COATS

- A. Interior Primer: Interior latex-based or alkyd primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
  1. Ferrous-Metal Substrates: Quick drying, rust-inhibitive metal primer.
  2. Zinc-Coated Metal Substrates: Galvanized metal primer.
  3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

### 2.4 INTERIOR FINISH COATS

- A. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:
  1. Low-Luster, Acrylic-Enamel Finish: 2 finish coats over a primer.

- a. Primer: Latex-based, interior primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm).
    - 1.) Devoe: 50801 Wonder-Tones Interior Vinyl Latex Primer-Sealer.
    - 2.) Fuller: 220-20 Pro-Tech Interior Latex Wall Primer and Sealer.
    - 3.) Glidden: 5111 Spred Ultra Latex Primer-Sealer.
    - 4.) Moore: Regal First Coat Interior Latex Primer & Underbody #216.
    - 5.) PPG: 17-10 Quick-Drying Interior Latex Primer-Sealer.
    - 6.) P & L: Z/F 1004 Suprime "4" Interior Latex Wall Primer.
  
  - b. First and Second Coats: Low-luster (eggshell or satin), acrylic-latex, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.8 mils (0.071 mm).
    - 1.) Devoe: 34XX Wonder-Tones Interior Latex Eggshell Enamel.
    - 2.) Fuller: 212-XX AA Enamel Acrylic Latex Eggshell Enamel.
    - 3.) Glidden: 4100 Series Spread Ultra Eggshell Latex Wall & Trim Paint.
    - 4.) Moore: Moore's Regal AquaVelvet #319.
    - 5.) PPG: 89 Line Manor Hall Eggshell Latex Wall and Trim Enamel.
    - 6.) P & L: Z/F 4000 Series Accolade Interior Velvet.
- B. Woodwork and Hardboard: Provide the following paint finish systems over new, interior wood surfaces:
1. Semigloss, Alkyd-Enamel Finish: 2 finish coats over a primer.
    - a. Primer: Alkyd or latex-based, interior enamel undercoater applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm).
      - 1.) Devoe: 51701 Wonder-Prime All-Purpose Latex Primer Sealer & Vapor Barrier.
      - 2.) Fuller: 220-07 Interior Alkyd Enamel Undercoat.
      - 3.) Glidden: UH 400 Ultra-Hide Alkyd Interior Enamel Undercoater.
      - 4.) Moore: Moore's Alkyd Enamel Underbody #217.
      - 5.) PPG: 17-255 Quick-Drying Enamel Undercoater.
      - 6.) P & L: S/D 1011 Suprime "11" Interior Alkyd Wood Primer.
      - 7.) S-W: ProMar 200 Alkyd Enamel Undercoater B49W200.
  
    - b. First and Second Coats: Odorless, semigloss, alkyd, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.4 mils (0.061 mm).
      - 1.) Devoe: 26XX Velour Interior Alkyd Semi-Gloss Enamel.
      - 2.) Fuller: 110-XX Fullerglo Alkyd Semi-Gloss Enamel.
      - 3.) Glidden: UH 8400 Ultra Traditional Alkyd Semi-Gloss Enamel.
      - 4.) Moore: Satin Impervo #235.
      - 5.) PPG: 27 Line Wallhide Low Odor Interior Enamel Wall and Trim Semi-

- Gloss Oil.
- 6.) P & L: S/D 5700 Cellu-Tone Alkyd Satin Enamel.
  - 7.) S-W: Classic 99 Interior Alkyd Semi-Gloss Enamel A-40 Series.
- c. Ferrous Metal: Provide the following finish systems over metal surfaces. Primer is not required on shop primed items.
- 1.) Semigloss, Acrylic-Enamel Finish: 2 finish coats over a galvanized metal primer.
    - (a) Primer: Galvanized metal primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm).
      - i. Devoe: 8502/8520 Mirrolac - WB Interior/Exterior Waterborne Flat DTM Primer and Finish.
      - ii. Fuller: 621-05 Blox-Rust Latex Metal Primer.
      - iii. Glidden: 5205 Glid-Guard Tank & Structural Primer, Red.
      - iv. Moore: IronClad Galvanized Metal Latex Primer #155.
      - v. PPC: 90-709 Pitt-Tech One Pack Interior/Exterior Primer/Finish DTM Industrial Enamel.
      - vi. P & L: Z/F 1003 Suprime "3" Interior/Exterior Latex Metal Primer.
    - (b) First and Second Coats: Semigloss, exterior, acrylic-latex enamel applied at a spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.6 mils (0.066 mm) .
      - i. Devoe: 17XX Wonder-Shield Semi-Gloss Exterior Acrylic Later House and Trim Paint.
      - ii. Fuller: 664-XX Weather King II Semi-Gloss House & Trim Paint.
      - iii. Glidden: 6600 Series Spred Ultra Exterior Gloss Latex House & Trim Paint.
      - iv. Moore: MoorGlo Latex House & Trim Paint #096.
      - v. PPC: 78 Line Sun-Proof Semi-Gloss Acrylic Latex House and Trim Paint.
      - vi. P & L: Z/F 3100 Series Aqua Royal Latex House & Trim Finish.

## 2.5 EXTERIOR

### A. STEEL SUBSTRATES

#### 1. High Performance Epoxy/Acrylic Coating System

- a. Prime Coat: Fast drying polyamide epoxy. Sherwin Williams

Macropoxy 646 or approve equal, 1 coat.

- b. Top Coat: One component ambient cured high performance acrylic: Sherwin Williams SHER-CRYL HPA or approved equal, 2 coats.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
- C. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. Verify that existing doors to be painted have been patched and prepared for new hardware sets accordingly.
- D. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Provide barrier coats over incompatible primers or remove and re-prime.
  - 2. Cementitious Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
  - 3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
    - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
    - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
    - c. If transparent finish is required, backprime with spar varnish.
    - d. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on back side.
    - e. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
  - 4. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.

- a. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3.
  - b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
  - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- E. Material Preparation:
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
- F. Exposed Surfaces: Include areas visible when permanent or built-in fixtures, grilles, convactor covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
1. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  2. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
  3. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
  4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
  5. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
- G. Sand lightly between each succeeding enamel or varnish coat.
- H. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. Omit primer over metal surfaces that have been shop primed and touchup painted.
  2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
- I. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

- J. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
- K. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.
- L. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- M. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- N. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- O. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

### 3.2 CLEANING AND PROTECTING

- A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
- B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- C. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
  - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

END OF SECTION



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## SECTION 10 28 00

### TOILET AND BATH ACCESSORIES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. This Section includes the following:

1. Toilet and bath accessories.

##### 1.2 SUBMITTALS

A. Product Data: For each product indicated.

B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required. Use room designations indicated on Drawings.

##### 1.3 WARRANTY

A. Special Mirror Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace mirrors that develop visible silver spoilage defects within 15 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:

B. Basis-of-Design Products: The design for toilet and bath accessories described in Part 2 are based on products indicated. Subject to compliance with requirements, provide the named product or a comparable product by one of the following:

1. Toilet and Bath Accessories:
  - a. A & J Washroom Accessories, Inc.
  - b. American Specialties, Inc.
  - c. Bobrick Washroom Equipment, Inc.
  - d. Bradley Corporation (Basis of Design)
  - e. General Accessory Manufacturing Co. (GAMCO)
  - f. McKinney/Parker Washroom Accessories Corp.

## 2.2 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, No. 4 finish (satin), 0.0312-inch (0.8-mm) minimum nominal thickness, unless otherwise indicated.
- B. Brass: ASTM B 19, ASTM B 16 (ASTM B 16M), or ASTM B 30 castings.
- C. Steel Sheet: ASTM A 366/A 366M, 0.0359-inch (0.9-mm) minimum nominal thickness.
- D. Galvanized Steel Sheet: ASTM A 653/A 653M, G60 (Z180).
- E. Chromium Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).
- F. Baked-Enamel Finish: Factory-applied, gloss-white, baked-acrylic-enamel coating.
- G. Mirror Glass: ASTM C 1036, Type I, Class 1, Quality q2, nominal 6.0 mm thick, with silvering, electroplated copper coating, and protective organic coating complying with FS DD-M-411.
- H. Galvanized Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- I. Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.
- J. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

## 2.3 TOILET AND BATH ACCESSORIES

- A. Paper Towel Dispenser and Waste Receptacle:
  - 1. Basis-of-Design Product: Bradley Model 2A95-1136 with vinyl liner
  - 2. Mounting: Surface
  - 3. Towel Type and Capacity: Owner provided with maximum dimensions – 14 <sup>3</sup>/<sub>4</sub> W x 9 <sup>1</sup>/<sub>2</sub> D
  - 4. Material: Stainless steel
  - 5. Lockset: Tumbler type
  - 6. Additional Component: Vinyl liner part #P11-043
  - 7. Waste Container: Capacity 21 gal.
- B. Toilet Tissue Dispenser:
  - 1. Basis-of-Design Product: Bradley Model 5234
  - 2. Type: Dual roll dispenser
  - 3. Mounting: Surface
  - 4. Material: Satin stainless steel

C. Liquid-Soap Dispenser:

This item will be provided and installed by Owner. (Not in contract.)

D. Grab Bar:

1. Basis-of-Design Product: Bradley Model 001
2. Material: Stainless steel
3. Mounting: Concealed
4. Gripping Surfaces: Slip-resistant texture
5. Outside Diameter: 1-1/2 inches (32 mm) for medium-duty applications

E. Mirror:

1. Basis-of-Design Product: Bradley Model 747F-018360P
2. Border: Plaid acid-etched

F. Shower Curtain Rod:

1. Basis of Design Product: Covoc Corporation, Straight Shower Curtain Rod
2. Material: 18 Ga. Stainless Steel
3. Mounting: Concealed
4. Outside diameter: 1"
5. Length: 36"

G. Shower Curtain:

1. Basis of Design: Covoc Corporation, Heavy Duty Antimicrobial Shower Curtain with Mesh
2. Material: Vinyl
3. Grommets: Aluminum on 6" centers
4. Length: 66", Height: 84"
5. Accessories: Shower Curtain Hooks, Tie Band

H. Robe Hook:

1. Basis of Design: Bradley Model 9114
2. Mounting: Concealed

I. Towel Bar:

1. Basis of Design: Bradley Model 9065
2. Material: Satin Stainless Steel
3. Length: 24"

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated. Install blocking as required in walls.
  - 1. Install grab bars to withstand a downward load of at least 250 lbf when tested according to method in ASTM F 446.
- B. Adjust accessories for unencumbered, smooth operation and verify that mechanisms function properly. Replace damaged or defective items. Remove temporary labels and protective coatings.

END OF SECTION

## SECTION 22 05 53

### IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Tags.
- B. Pipe markers.
- C. Ceiling tacks.

##### 1.2 SUBMITTALS

- A. List: Submit list of wording, symbols, letter size, and color coding for mechanical identification.
- B. Product Data: Provide manufacturers catalog literature for each product required.
- C. Manufacturer's Installation Instructions: Indicate special procedures, and installation.
- D. Project Record Documents: Record actual locations of tagged valves.

#### PART 2 PRODUCTS

##### 2.1 IDENTIFICATION APPLICATIONS

- A. Piping: Pipe markers.
- B. Valves: Tags and ceiling tacks where located above lay-in ceiling.

##### 2.2 TAGS

- A. Plastic Tags: Laminated three-layer plastic with engraved black letters on light contrasting background color. Tag size minimum 1-1/2 inch diameter.
- B. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.

##### 2.3 PIPE MARKERS

- A. Plastic Pipe Markers: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.
- B. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
- C. Color code as follows:

1. Potable, Cooling, Boiler, Feed, Other Water: Green with white letters.

#### 2.4 CEILING TACKS

- A. Description: Steel with 3/4 inch diameter color coded head.
- B. Color code as follows:
  1. Plumbing Valves: Green.

### PART 3 EXECUTION

#### 3.1 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

#### 3.2 INSTALLATION

- A. Install tags with corrosion resistant chain.
- B. Install plastic pipe markers in accordance with manufacturer's instructions.
- C. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.
- D. Use tags on piping 3/4 inch diameter and smaller.
  1. Identify service, flow direction, and pressure.
  2. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and Tee, at each side of penetration of structure or enclosure, and at each obstruction.
- E. Locate ceiling tacks to locate valves or dampers above lay-in panel ceilings. Locate in corner of panel closest to equipment.

**END OF SECTION**

**SECTION 22 07 19**  
**PLUMBING PIPING INSULATION**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Piping insulation.
- B. Jackets and accessories.

**1.2 RELATED REQUIREMENTS**

- A. Section 22 10 05 - Plumbing Piping: Placement of hangers and hanger inserts.
- B. Section 23 23 00 - Refrigerant Piping: Placement of inserts.

**1.3 REFERENCE STANDARDS**

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.
- C. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2013.
- D. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- E. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2014.
- F. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2015.
- G. ASTM C585 - Standard Practice for Inner and Outer Diameters of Thermal Insulation for Nominal Sizes of Pipe and Tubing; 2010.
- H. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation; 2015.
- I. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008 (Reapproved 2013).
- J. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber; 2014.
- K. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- L. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2014.



- M. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

#### 1.4 SUBMITTALS

- A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- B. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

#### 1.7 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

### PART 2 PRODUCTS

#### 2.1 REGULATORY REQUIREMENTS

- A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

#### 2.2 GLASS FIBER

- A. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible, with wicking material to transport condensed water to the outside of the system for evaporation to the atmosphere.
  - 1. K Value: ASTM C177, 0.23 at 75 degrees F.
  - 2. Maximum Service Temperature: 220 degrees F.
  - 3. Maximum Moisture Absorption: 0.2 percent by volume.
- B. Insulation: ASTM C547 and ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.
  - 1. 'K' Value: ASTM C177, 0.24 at 75 degrees F.

2. Maximum Service Temperature: 650 degrees F.
  3. Maximum Moisture Absorption: 0.2 percent by volume.
- C. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.
- D. Vapor Barrier Lap Adhesive: Compatible with insulation.

### 2.3 POLYETHYLENE

- A. Insulation: Flexible closed-cell polyethylene tubing, slit lengthwise for installation, complying with applicable requirements of ASTM D1056.
1. 'K' Value: ASTM C177; 0.25 at 75 degrees F.
  2. Maximum Service Temperature: 200 degrees F.
  3. Density: 2 lb/cu ft.
  4. Maximum Moisture Absorption: 1.0 percent by volume.
  5. Moisture Vapor Permeability: 0.05 perm inch, when tested in accordance with ASTM E96/E96M.
  6. Connection: Contact adhesive.

### 2.4 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.
1. Minimum Service Temperature: Minus 40 degrees F.
  2. Maximum Service Temperature: 220 degrees F.
  3. Connection: Waterproof vapor barrier adhesive.
- B. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

### 2.5 JACKETS

- A. PVC Plastic.
1. Jacket: One piece molded type fitting covers and sheet material, off-white color.
    - a. Minimum Service Temperature: 0 degrees F.
    - b. Maximum Service Temperature: 150 degrees F.
    - c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.

- d. Thickness: 10 mil.
  - e. Connections: Brush on welding adhesive.
- B. Aluminum Jacket: ASTM B209 (ASTM B209M) formed aluminum sheet.
- 1. Thickness: 0.016 inch sheet.
  - 2. Finish: Smooth.
  - 3. Joining: Longitudinal slip joints and 2 inch laps.
  - 4. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

#### 3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Exposed Piping: Locate insulation and cover seams in least visible locations.
- C. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- D. Glass fiber insulated pipes conveying fluids below ambient temperature:
  - 1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
  - 2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
- E. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.
- F. Glass fiber insulated pipes conveying fluids above ambient temperature:
  - 1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
  - 2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

- G. Inserts and Shields:
1. Application: Piping 1-1/2 inches diameter or larger.
  2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
  3. Insert Location: Between support shield and piping and under the finish jacket.
- H. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions.
- I. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.
- J. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum or PVC jacket with seams located on bottom side of horizontal piping.

**END OF SECTION**

**SECTION 22 10 05**  
**PLUMBING PIPING**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Pipe, pipe fittings, specialties, and connections for piping systems.
  - 1. Sanitary sewer.
  - 2. Domestic water.
  - 3. Pipe hangers and supports.
  - 4. Valves.

1.2 RELATED REQUIREMENTS

- A. Section 22 05 48 - Vibration and Seismic Controls for Plumbing Piping and Equipment.
- B. Section 22 05 53 - Identification for Plumbing Piping and Equipment.
- C. Section 22 07 19 - Plumbing Piping Insulation.

1.3 REFERENCE STANDARDS

- A. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2012.
- B. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2013.
- C. ASME B31.9 - Building Services Piping; 2014.
- D. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings; 2015.
- E. ASTM B32 - Standard Specification for Solder Metal; 2008 (Reapproved 2014).
- F. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2014.
- G. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2013.
- H. ASTM B813 - Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube; 2010.
- I. ASTM B828 - Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings; 2002 (Reapproved 2010).
- J. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings; 2014.
- K. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120; 2015.

- L. ASTM D2241 - Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series); 2015.
  - M. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40; 2013.
  - N. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems; 2012.
  - O. ASTM D2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings; 2014.
  - P. ASTM D2846/D2846M - Standard Specification for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Hot- and Cold-Water Distribution Systems; 2014.
  - Q. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings; 1996 (Reapproved 2010).
  - R. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings; 2015.
  - S. ASTM F437 - Standard Specification for Threaded Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80; 2015.
  - T. ASTM F438 - Standard Specification for Socket-Type Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 40; 2015.
  - U. ASTM F439 - Standard Specification for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80; 2013.
  - V. ASTM F441/F441M - Standard Specification for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80; 2013.
  - W. ASTM F442/F442M - Standard Specification for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe (SDR-PR); 2013.
  - X. ASTM F493 - Standard Specification for Solvent Cements for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe and Fittings; 2014.
  - Y. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2009.
  - Z. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 2010.
  - AA. NSF 61 - Drinking Water System Components - Health Effects; 2014 (Errata 2015).
  - AB. NSF 372 - Drinking Water System Components - Lead Content; 2011.
- 1.4 QUALITY ASSURANCE
- A. Perform work in accordance with applicable codes.
  - B. Valves: Manufacturer's name and pressure rating marked on valve body.

- C. Identify pipe with marking including size, ASTM material classification, ASTM specification, potable water certification, water pressure rating.

## PART 2 PRODUCTS

### 2.1 GENERAL REQUIREMENTS

- A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

### 2.2 SANITARY SEWER PIPING, BURIED WITHIN 5 FEET OF BUILDING

- A. Cast Iron Pipe: ASTM A74 extra heavy weight.
  - 1. Fittings: Cast iron.
  - 2. Joints: Hub-and-spigot, CISPI HSN compression type with ASTM C564 neoprene gaskets or lead and oakum.
- B. PVC Pipe: ASTM D2665 or ASTM D3034.
  - 1. Fittings: PVC.
  - 2. Joints: Solvent welded, with ASTM D2564 solvent cement.

### 2.3 SANITARY SEWER PIPING, ABOVE GRADE

- A. Cast Iron Pipe: ASTM A74, service weight.
  - 1. Fittings: Cast iron.
  - 2. Joint Seals: ASTM C564 neoprene gaskets, or lead and oakum.
- B. PVC Pipe: ASTM D1785 Schedule 40, or ASTM D2241 SDR 26 with not less than 150 psi pressure rating.
  - 1. Fittings: ASTM D2466, PVC.
  - 2. Joints: Solvent welded, with ASTM D2564 solvent cement.

### 2.4 DOMESTIC WATER PIPING, ABOVE GRADE

- A. Copper Tube: ASTM B88 (ASTM B88M), Type L (B), Drawn (H).
  - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
  - 2. Joints: ASTM B32, alloy Sn95 solder.
  - 3. Mechanical Press Sealed Fittings: Double pressed type, NSF 61 and NSF 372 approved or certified, utilizing EPDM, non toxic synthetic rubber sealing elements.

- B. CPVC Pipe: ASTM D2846/D2846M, ASTM F441/F441M, or ASTM F442/F442M.
  - 1. Fittings: CPVC; ASTM D2846/D2846M, ASTM F437, ASTM F438, or ASTM F439.
  - 2. Joints: ASTM D2846/D2846M, solvent weld with ASTM F493 solvent cement.

## 2.5 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.
  - 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
  - 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
  - 3. Trapeze Hangers: Welded steel channel frames attached to structure.
  - 4. Vertical Pipe Support: Steel riser clamp.
- B. Plumbing Piping - Drain, Waste, and Vent:
  - 1. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
  - 2. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
  - 3. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
  - 4. Wall Support for Pipe Sizes 4 Inches and Over: Welded steel bracket and wrought steel clamp.
  - 5. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
- C. Plumbing Piping - Water:
  - 1. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
  - 2. Hangers for Cold Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
  - 3. Hangers for Hot Pipe Sizes 2 Inches to 4 Inches: Carbon steel, adjustable, clevis.
  - 4. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
  - 5. Wall Support for Pipe Sizes 4 Inches and Over: Welded steel bracket and wrought steel clamp.
  - 6. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

## 2.6 BALL VALVES

- A. Manufacturers:
  - 1. Nibco, Inc: [www.nibco.com](http://www.nibco.com).



2. Uponor, Inc: [www.uponorengineering.com/sle](http://www.uponorengineering.com/sle).
3. Viega LLC: [www.viega.com/#sle](http://www.viega.com/#sle).

B. Construction, 4 Inches and Smaller: MSS SP-110, Class 150, 400 psi CWP, bronze or ductile iron body, 304 stainless steel or chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, threaded or grooved ends with union.

## 2.7 PIPING SPECIALTIES

### A. Flow Controls:

1. Manufacturers:
  - a. ITT Bell & Gossett: [www.bellgossett.com](http://www.bellgossett.com).
  - b. Griswold Controls: [www.griswoldcontrols.com](http://www.griswoldcontrols.com).
  - c. Taco, Inc: [www.taco-hvac.com](http://www.taco-hvac.com).
2. Construction: Class 125, Brass or bronze body with union on inlet and outlet, temperature and pressure test plug on inlet and outlet, blowdown/backflush drain.
3. Calibration: Control flow within 5 percent of selected rating, over operating pressure range of 10 times minimum pressure required for control, maximum minimum pressure 3.5 psi.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that excavations are to required grade, dry, and not over-excavated.

### 3.2 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to maintain headroom, conserve space, and not interfere with use of space.

- E. Provide access where valves and fittings are not exposed.
- F. Provide support for utility meters in accordance with requirements of utility companies.
- G. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.
- H. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
- I. Sleeve pipes passing through partitions, walls and floors.
- J. Inserts:
  - 1. Provide inserts for placement in concrete formwork.
  - 2. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
- K. Pipe Hangers and Supports:
  - 1. Install in accordance with ASME B31.9.
  - 2. Place hangers within 12 inches of each horizontal elbow.
  - 3. Provide copper plated hangers and supports for copper piping.
  - 4. Provide hangers adjacent to motor driven equipment with vibration isolation; refer to Section 22 05 48.
  - 5. Support cast iron drainage piping at every joint.

### 3.4 SCHEDULES

- A. Pipe Hanger Spacing:
  - 1. Metal Piping:
    - a. Pipe Size: 1/2 inches to 1-1/4 inches:
      - 1) Maximum Hanger Spacing: 6.5 ft.
      - 2) Hanger Rod Diameter: 3/8 inches.
    - b. Pipe Size: 1-1/2 inches to 2 inches:
      - 1) Maximum Hanger Spacing: 10 ft.
      - 2) Hanger Rod Diameter: 3/8 inch.
    - c. Pipe Size: 2-1/2 inches to 3 inches:
      - 1) Maximum Hanger Spacing: 10 ft.
      - 2) Hanger Rod Diameter: 1/2 inch.
    - d. Pipe Size: 4 inches to 6 inches:
      - 1) Maximum Hanger Spacing: 10 ft.
      - 2) Hanger Rod Diameter: 5/8 inch.
  - 2. Plastic Piping:
    - a. All Sizes:

- 1) Maximum Hanger Spacing: 6 ft.
- 2) Hanger Rod Diameter: 3/8 inch.

**END OF SECTION**

**SECTION 22 10 06**  
**PLUMBING PIPING SPECIALTIES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Drains.
- B. Cleanouts.
- C. Backflow preventers.
- D. Water hammer arrestors.
- E. Mixing valves.

**1.2 RELATED REQUIREMENTS**

- A. Section 22 10 05 - Plumbing Piping.
- B. Section 22 30 00 - Plumbing Equipment.
- C. Section 22 40 00 - Plumbing Fixtures.

**1.3 REFERENCE STANDARDS**

- A. ASME A112.6.3 - Floor and Trench Drains; 2001 (R2007).
- B. ASSE 1012 - Backflow Preventer with Intermediate Atmospheric Vent; 2009.
- C. NSF 61 - Drinking Water System Components - Health Effects; 2014 (Errata 2015).
- D. NSF 372 - Drinking Water System Components - Lead Content; 2011.

**1.4 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years documented experience.

**PART 2 PRODUCTS**

**2.1 GENERAL REQUIREMENTS**

- A. Specialties in Potable Water Supply Systems: Provide products that comply with NSF 61 and NSF 372 for maximum lead content.

**2.2 DRAINS**

- A. Floor Drain (FD-1):

1. ASME A112.6.3; lacquered cast iron or stainless steel, two piece body with double drainage flange, weep holes, reversible clamping collar, and round, adjustable nickel-bronze strainer.

## 2.3 CLEANOUTS

### A. Manufacturers:

1. Jay R. Smith Manufacturing Company: [www.jayrsmith.com](http://www.jayrsmith.com).
2. Josam Company: [www.josam.com](http://www.josam.com).
3. Zurn Industries, LLC: [www.zurn.com](http://www.zurn.com).

### B. Cleanouts at Interior Finished Floor Areas (CO-3):

1. Lacquered cast iron body with anchor flange, reversible clamping collar, threaded top assembly, and round gasketed scored cover in service areas and round gasketed depressed cover to accept floor finish in finished floor areas.

### C. Cleanouts at Interior Finished Wall Areas (CO-4):

1. Line type with lacquered cast iron body and round epoxy coated gasketed cover, and round stainless steel access cover secured with machine screw.

## 2.4 DOUBLE CHECK VALVE ASSEMBLIES

### A. Manufacturers:

1. Conbraco Industries, Inc: [www.apollovalves.com](http://www.apollovalves.com).
2. Watts Regulator Company, a part of Watts Water Technologies: [www.wattsregulator.com](http://www.wattsregulator.com).
3. Zurn Industries, LLC: [www.zurn.com](http://www.zurn.com).

### B. Double Check Valve Assemblies:

1. ASSE 1012; Bronze body with corrosion resistant internal parts and stainless steel springs; two independently operating check valves with intermediate atmospheric vent.

## 2.5 WATER HAMMER ARRESTORS

### A. Manufacturers:

1. Jay R. Smith Manufacturing Company: [www.jayrsmith.com](http://www.jayrsmith.com).
2. Watts Regulator Company, a part of Watts Water Technologies: [www.wattsregulator.com](http://www.wattsregulator.com).
3. Zurn Industries, LLC: [www.zurn.com](http://www.zurn.com).

## 2.6 MIXING VALVES

### A. Thermostatic Mixing Valves:

1. Valve: Chrome plated cast brass body, stainless steel or copper alloy bellows, integral temperature adjustment.
2. Accessories:
  - a. Check valve on inlets.
  - b. Volume control shut-off valve on outlet.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Ensure clearance at cleanout for rodding of drainage system.
- C. Install floor cleanouts at elevation to accommodate finished floor.
- D. Pipe relief from backflow preventer to nearest drain.
- E. Install water hammer arrestors complete with accessible isolation valve on hot and cold water supply piping to lavatory sinks.

**END OF SECTION**

**SECTION 22 40 00**  
**PLUMBING FIXTURES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Water closets.
- B. Lavatories.
- C. Sinks.
- D. Under-lavatory pipe supply covers.
- E. Showers.

1.2 RELATED REQUIREMENTS

- A. Section 22 10 05 - Plumbing Piping.
- B. Section 22 10 06 - Plumbing Piping Specialties.
- C. Section 22 30 00 - Plumbing Equipment.

1.3 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ASME A112.18.9 - Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures; 2011.
- C. ASHRAE Std 18 - Methods of Testing for Rating Drinking-Water Coolers with Self-Contained Mechanical Refrigeration; 2008.
- D. ASME A112.18.1 - Plumbing Supply Fittings; 2012.
- E. ASME A112.19.2 - Ceramic Plumbing Fixtures; 2013.
- F. ASME A112.19.5 - Flush Valves and Spuds for Water Closets, Urinals, and Tanks; 2011.
- G. ASSE 1014 - Performance Requirements for Backflow Prevention Devices for Hand-Held Showers; 2005.
- H. ASSE 1070 - Performance Requirements for Water Temperature Limiting Devices; 2004.
- I. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2009.
- J. NSF 61 - Drinking Water System Components - Health Effects; 2014 (Errata 2015).
- K. NSF 372 - Drinking Water System Components - Lead Content; 2011.

#### 1.4 SUBMITTALS

- A. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
- B. Maintenance Data: Include fixture trim exploded view and replacement parts lists.
- C. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Extra Faucet Washers: Two sets of each type and size.
  - 2. Extra Lavatory Supply Fittings: Two sets of each type and size.
  - 3. Extra Toilet Seats: Two of each type and size.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Accept fixtures on site in factory packaging. Inspect for damage.
- B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

#### 1.7 WARRANTY

- A. Provide five year manufacturer warranty for electric water cooler.

### PART 2 PRODUCTS

#### 2.1 GENERAL

- A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.
- B. Refer to drawings/schedules for fixture types and model numbers.

#### 2.2 TANK TYPE WATER CLOSETS

- A. Bowl: ASME A112.19.2; floor mounted, siphon jet, vitreous china, 16.5 inches high, close-coupled closet combination with elongated rim, insulated vitreous china closet tank with fittings and lever flushing valve, bolt caps, vandalproof cover locking device.
  - 1. Water Consumption: Maximum 1.6 gallons per flush.



- B. Seat: Solid white plastic, open front, brass bolts, with cover.
- C. Handle Height: 44 inches or less.

## 2.3 LAVATORIES

- A. Vitreous China Wall Hung Basin: ASME A112.19.2; vitreous china wall hung lavatory, 15 by 10 inch minimum, with 4 inch high back, rectangular basin with splash lip, front overflow, and soap depression.
- B. Sensor Operated Faucet: Cast brass, chrome plated, deck mounted with sensor located on neck of spout.
  - 1. Spout Style: Standard.
  - 2. Power Supply: Battery, easily replaceable, lithium, minimum 200,000 cycles.
  - 3. Mixing Valve: External lever operated.
  - 4. Aerator: Vandal resistant, 0.5 GPM.
  - 5. Finish: Polished chrome.
- C. Accessories:
  - 1. Offset waste with perforated open strainer.

## 2.4 UNDER-LAVATORY PIPE SUPPLY COVERS

- A. General:
  - 1. Insulate exposed drainage piping including hot, cold and tempered water supplies under lavatories or sinks per ADA Standards.
  - 2. Adhesives, sewing threads and two ply laminated materials are prohibited.
  - 3. Exterior Surfaces: Smooth nonabsorbent with no finger recessed indentations for easy cleaning.
  - 4. Construction: 1/8 inch PVC with antimicrobial, antifungal and UV resistant properties.
    - a. Comply with ASME A112.18.9 for covers on accessible lavatory piping.
    - b. Comply with ICC A117.1.
  - 5. Color: High gloss white.
  - 6. Fasteners: Reusable, snap-locking fasteners with no sharp or abrasive external surfaces. No cable ties allowed.

## 2.5 SHOWERS

- A. Trim: ASME A112.18.1; concealed shower supply with pressure balanced mixing valves, integral service stops, bent shower arm with adjustable spray ball joint shower head with maximum flow, and escutcheon.
- B. Hand-Held Shower Head:
  - 1. ASME A112.18.1, adjustable spray hand-held shower head with swivel fitting, with ASSE 1014 backflow preventer.
  - 2. Provide 25 inch grab bar with sliding spray holder that locks at any height, allowing use of unit as either a hand-held spray or a fixed shower head.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
- B. Verify that electric power is available and of the correct characteristics.
- C. Confirm that millwork is constructed with adequate provision for the installation of counter top lavatories and sinks.

### 3.2 PREPARATION

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

### 3.3 INSTALLATION

- A. Install each fixture with trap, easily removable for servicing and cleaning.
- B. Install components level and plumb.
- C. Install and secure fixtures in place with wall supports and bolts.
- D. Solidly attach water closets to floor with lag screws. Lead flashing is not intended hold fixture in place.

### 3.4 INTERFACE WITH WORK OF OTHER SECTIONS

- A. Review millwork shop drawings. Confirm location and size of fixtures and openings before rough-in and installation.

### 3.5 ADJUSTING

- A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.6 CLEANING

- A. Clean plumbing fixtures and equipment.

3.7 PROTECTION

- A. Protect installed products from damage due to subsequent construction operations.
- B. Repair or replace damaged products before Date of Substantial Completion.

**END OF SECTION**

**SECTION 23 31 00**  
**HVAC DUCTS AND CASINGS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Metal ductwork.

**1.2 REFERENCE STANDARDS**

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- C. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005.

**1.3 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

**1.4 FIELD CONDITIONS**

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

**PART 2 PRODUCTS**

**2.1 DUCT ASSEMBLIES**

- A. Ducts: Galvanized steel, unless otherwise indicated.
- B. General Exhaust: 1/2 inch w.g. pressure class, galvanized steel.

**2.2 MATERIALS**

- A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.
- B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
  - 1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.

2. Surface Burning Characteristics: Flame spread index of zero and smoke developed index of zero, when tested in accordance with ASTM E84.
3. For Use With Flexible Ducts: UL labeled.

### 2.3 DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA (DCS) and as indicated.
- B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- C. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- D. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA (DCS).
- E. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

### 2.4 MANUFACTURED DUCTWORK AND FITTINGS

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA (DCS).
- B. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- C. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- D. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

**END OF SECTION**

## SECTION 23 37 00

### AIR OUTLETS AND INLETS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Registers/grilles.

##### 1.2 SUBMITTALS

- A. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

#### PART 2 PRODUCTS

##### 2.1 MANUFACTURERS

- A. American Louver Company; ALC Grilles and Registers: [www.americanlouver.com/#sle](http://www.americanlouver.com/#sle).
- B. Hart & Cooley, Inc: [www.hartandcooley.com](http://www.hartandcooley.com).
- C. Krueger: [www.krueger-hvac.com](http://www.krueger-hvac.com).
- D. Price Industries: [www.price-hvac.com](http://www.price-hvac.com).
- E. Titus: [www.titus-hvac.com](http://www.titus-hvac.com).
- F. Tuttle and Bailey: [www.tuttleandbailey.com/sle](http://www.tuttleandbailey.com/sle).

##### 2.2 CEILING EXHAUST AND RETURN REGISTERS/GRILLES

- A. Type: Streamlined blades, 3/4 inch minimum depth, 3/4 inch maximum spacing, with blades set at 45 degrees, vertical face.
- B. Frame: 1-1/4 inch margin with countersunk screw mounting.
- C. Fabrication: Steel with 20 gage, 0.0359 inch minimum frames and 22 gage, 0.0299 inch minimum blades, steel and aluminum with 20 gage, 0.0359 inch minimum frame, or aluminum extrusions, with factory baked enamel finish.
- D. Color: To be selected by Architect from manufacturer's standard range.
- E. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face where not individually connected to exhaust fans.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.
- D. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.

**END OF SECTION**

## SECTION 26 05 05

### SELECTIVE DEMOLITION FOR ELECTRICAL

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Electrical demolition.

##### 1.2 RELATED REQUIREMENTS

- A. Section 01 70 00 - Execution and Closeout Requirements: Additional requirements for alterations work.
- B. Section 02 84 00 - Polychlorinate Biphenyl (PCB) Remediation: Removal of equipment and materials containing substances regulated under the Federal Toxic Substances Control Act (TSCA), including but not limited to those containing PCBs and mercury.

##### 1.3 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

#### PART 2 PRODUCTS

##### 2.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

#### PART 3 EXECUTION

##### 3.1 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as indicated.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation and existing record documents.
- D. Report discrepancies to Architect before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

##### 3.2 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.



- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Obtain permission from Owner at least 48 hours before partially or completely disabling system.
- E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner before partially or completely disabling system.
  - 2. Make notifications at least 48 hours in advance.
  - 3. Make temporary connections to maintain service in areas adjacent to work area.

### 3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Perform work for removal and disposal of equipment and materials containing toxic substances regulated under the Federal Toxic Substances Control Act (TSCA) in accordance with Section 02 84 00 and applicable federal, state, and local regulations. Applicable equipment and materials include, but are not limited to:
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned wiring to source of supply.
- D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- F. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- G. Repair adjacent construction and finishes damaged during demolition and extension work.
- H. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

### 3.4 CLEANING AND REPAIR

- A. See Section 01 74 19 - Construction Waste Management and Disposal for additional requirements.
- B. Clean and repair existing materials and equipment that remain or that are to be reused.

**END OF SECTION**



## SECTION 26 05 19

### LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Metal-clad cable.
- B. Wiring connectors.
- C. Electrical tape.
- D. Heat shrink tubing.
- E. Wire pulling lubricant.
- F. Cable ties.

##### 1.2 RELATED REQUIREMENTS

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 05 - Selective Demolition for Electrical: Disconnection, removal, and/or extension of existing electrical conductors and cables.
- C. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- D. Section 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: Identification products and requirements.
- E. Section 26 21 00 - Low-Voltage Electrical Service Entrance: Additional requirements for electrical service conductors.
- F. Section 28 46 00 - Fire Detection and Alarm: Fire alarm system conductors and cables.

##### 1.3 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).
- E. ASTM B800 - Standard Specification for 8000 Series Aluminum Alloy Wire for Electrical Purposes - Annealed and Intermediate Tempers; 2005 (Reapproved 2011).

- F. ASTM B801 - Standard Specification for Concentric-Lay-Stranded Conductors of 8000 Series Aluminum Alloy Wire for Subsequent Covering of Insulation; 2007 (Reapproved 2012).
- G. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2010.
- H. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2013.
- I. FS A-A-59544 - Cable and Wire, Electrical (Power, Fixed Installation); Federal Specification; Revision A, 2008.
- J. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- K. NECA 104 - Recommended Practice for Installing Aluminum Building Wire and Cable; 2012.
- L. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012.
- M. NECA 121 - Standard for Installing Nonmetallic-Sheathed Cable (Type NM-B) and Underground Feeder and Branch-Circuit Cable (Type UF); 2007.
- N. NEMA WC 70 - Nonshielded Power Cable 2000 V or Less for the Distribution of Electrical Energy; 2009.
- O. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- P. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- Q. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- R. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- S. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- T. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- U. UL 493 - Thermoplastic-Insulated Underground Feeder and Branch-Circuit Cables; Current Edition, Including All Revisions.
- V. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- W. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

##### A. Coordination:

1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.

3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### 1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

#### 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

### PART 2 PRODUCTS

#### 2.1 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Nonmetallic-sheathed cable is not permitted.
- C. Armored cable is not permitted.
- D. Metal-clad cable is permitted only as follows:
  1. Where not otherwise restricted, may be used:
    - a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
      - 1) Maximum Length: 6 feet.
    - b. Where concealed in hollow stud walls and above accessible ceilings for branch circuits up to 20 A.
  2. In addition to other applicable restrictions, may not be used:
    - a. Unless approved by Owner.
    - b. Where not approved for use by the authority having jurisdiction.
    - c. Where exposed to view.
    - d. Where exposed to damage.

- e. For damp, wet, or corrosive locations, unless provided with a PVC jacket listed as suitable for those locations.
- f. For isolated ground circuits, unless provided with an additional isolated/insulated grounding conductor.

## 2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Provide new conductors and cables manufactured not more than one year prior to installation.
- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- E. Comply with NEMA WC 70.
- F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- H. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.
- I. Conductors and Cables Installed Where Exposed to Direct Rays of Sun: Listed and labeled as sunlight resistant.
- J. Conductors and Cables Installed Exposed in Spaces Used for Environmental Air (only where specifically permitted): Plenum rated, listed and labeled as suitable for use in return air plenums.
- K. Conductor Material:
  - 1. Provide copper conductors except where aluminum conductors are specifically indicated or permitted for substitution. Conductor sizes indicated are based on copper unless specifically indicated as aluminum. Conductors designated with the abbreviation "AL" indicate aluminum.
    - a. Substitution of aluminum conductors for copper is permitted, when approved by Owner and authority having jurisdiction, only for the following:
      - 1) Services: Copper conductors size 1/0 AWG and larger.
      - 2) Feeders: Copper conductors size 1/0 AWG and larger.
    - b. Where aluminum conductors are substituted for copper, comply with the following:
      - 1) Size aluminum conductors to provide, when compared to copper sizes indicated, equivalent or greater ampacity and equivalent or less voltage drop.
      - 2) Increase size of raceways, boxes, wiring gutters, enclosures, etc. as required to accommodate aluminum conductors.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.

3. Tinned Copper Conductors: Comply with ASTM B33.
  4. Aluminum Conductors (only where specifically indicated or permitted for substitution): AA-8000 series aluminum alloy conductors recognized by ASTM B800 and compact stranded in accordance with ASTM B801 unless otherwise indicated.
- L. Minimum Conductor Size:
1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
  2. Control Circuits: 14 AWG.
- M. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- N. Conductor Color Coding:
1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  2. Color Coding Method: Integrally colored insulation.
    - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
  3. Color Code:
    - a. 208Y/120 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
      - 4) Neutral/Grounded: White.
    - b. 240/120 V, 1 Phase, 3 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Neutral/Grounded: White.
    - c. Equipment Ground, All Systems: Green.
- 2.3 METAL-CLAD CABLE
- A. Manufacturers:
1. AFC Cable Systems Inc: [www.afcweb.com/#sle](http://www.afcweb.com/#sle).
  2. Encore Wire Corporation: [www.encorewire.com/#sle](http://www.encorewire.com/#sle).
  3. Southwire Company: [www.southwire.com/#sle](http://www.southwire.com/#sle).

4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- C. Conductor Stranding:
  1. Size 10 AWG and Smaller: Solid.
  2. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- F. Grounding: Full-size integral equipment grounding conductor.
  1. Provide additional isolated/insulated grounding conductor where indicated or required.
- G. Armor: Steel, interlocked tape.
- H. Provide PVC jacket applied over cable armor where indicated or required for environment of installed location.

#### 2.4 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.
- C. Wiring Connectors for Splices and Taps:
  1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
  2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- D. Wiring Connectors for Terminations:
  1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
  2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
  3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
  4. Provide motor pigtail connectors for connecting motor leads in order to facilitate disconnection.



5. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
  6. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
  7. Conductors for Control Circuits: Use crimped terminals for all connections.
- E. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.
- F. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
    - c. NSI Industries LLC: [www.nsiindustries.com/#sle](http://www.nsiindustries.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- G. Mechanical Connectors: Provide bolted type or set-screw type.
1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com](http://www.burndy.com).
    - b. Ilsco: [www.ilsco.com/#sle](http://www.ilsco.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- H. Compression Connectors: Provide circumferential type or hex type crimp configuration.
1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com](http://www.burndy.com).
    - b. Ilsco: [www.ilsco.com/#sle](http://www.ilsco.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- I. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com](http://www.burndy.com).
    - b. Ilsco: [www.ilsco.com/#sle](http://www.ilsco.com/#sle).

- c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
- d. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.5 WIRING ACCESSORIES

### A. Electrical Tape:

- 1. Manufacturers:
  - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
  - b. Plymouth Rubber Europa: [www.plymouthrubber.com/#sle](http://www.plymouthrubber.com/#sle).
  - c. Substitutions: See Section 01 60 00 - Product Requirements.
- 2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
- 3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- 4. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
- 5. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
- 6. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.

B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.

C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.

- 1. Manufacturers:
  - a. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
  - b. IlSCO: [www.ilsco.com/#sle](http://www.ilsco.com/#sle).
  - c. Substitutions: See Section 01 60 00 - Product Requirements.

D. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.

- 1. Manufacturers:

- a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
  - b. American Polywater Corporation: [www.polywater.com/#sle](http://www.polywater.com/#sle).
  - c. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
  - d. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Cable Ties: Material and tensile strength rating suitable for application.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

#### 3.3 INSTALLATION

- A. Circuiting Requirements:
  - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. When circuit destination is indicated without specific routing, determine exact routing required.
  - 3. Arrange circuiting to minimize splices.
  - 4. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
  - 5. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are shown as separate, combining them together in a single raceway is permitted, under the following conditions:
    - a. Provide no more than six current-carrying conductors in a single raceway. Dedicated neutral conductors are considered current-carrying conductors.
    - b. Increase size of conductors as required to account for ampacity derating.
    - c. Size raceways, boxes, etc. to accommodate conductors.

6. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is permitted where not otherwise prohibited, except for the following:
  - a. Branch circuits fed from ground fault circuit interrupter (GFCI) circuit breakers.
  - b. Branch circuits fed from feed-through protection of GFI receptacles.
  - c. Branch circuits with dimming controls.
  - d. Branch circuits with isolated grounding conductor.
7. Provide oversized neutral/grounded conductors where indicated.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Install aluminum conductors in accordance with NECA 104.
- E. Install underground feeder and branch-circuit cable (Type UF-B) in accordance with NECA 121.
- F. Install metal-clad cable (Type MC) in accordance with NECA 120.
- G. Installation in Raceway:
  1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  2. Pull all conductors and cables together into raceway at same time.
  3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- H. Exposed Cable Installation (only where specifically permitted):
  1. Route cables parallel or perpendicular to building structural members and surfaces.
  2. Protect cables from physical damage.
- I. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- J. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
  1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.

2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.
- K. Terminate cables using suitable fittings.
1. Metal-Clad Cable (Type MC):
    - a. Use listed fittings.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- L. Install conductors with a minimum of 12 inches of slack at each outlet.
- M. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
- N. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- O. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- P. Make wiring connections using specified wiring connectors.
1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  3. Do not remove conductor strands to facilitate insertion into connector.
  4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
  5. Connections for Aluminum Conductors: Fill connectors with oxide inhibiting compound where not pre-filled by manufacturer.
  6. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  7. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- Q. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.

- a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
  2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
    - a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
    - b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
  3. Wet Locations: Use heat shrink tubing.
- R. Insulate ends of spare conductors using vinyl insulating electrical tape.
- S. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- T. Identify conductors and cables in accordance with Section 26 05 53.
- U. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- V. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.
- 3.4 FIELD QUALITY CONTROL
- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
  - B. Correct deficiencies and replace damaged or defective conductors and cables.

**END OF SECTION**

## SECTION 26 05 26

### GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground bars.
- E. Ground rod electrodes.

##### 1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
  - 1. Includes oxide inhibiting compound.
- B. Section 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: Identification products and requirements.

##### 1.3 REFERENCE STANDARDS

- A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- C. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2007.
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

##### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Verify exact locations of underground metal water service pipe entrances to building.
  - 2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.

3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not install ground rod electrodes until final backfill and compaction is complete.

1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.
- C. Shop Drawings:
  1. Indicate proposed arrangement for signal reference grids. Include locations of items to be bonded and methods of connection.
- D. Project Record Documents: Record actual locations of grounding electrode system components and connections.

1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 GROUNDING AND BONDING REQUIREMENTS

- A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.
- B. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- E. Grounding System Resistance:



1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.

F. Grounding Electrode System:

1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
  - a. Provide continuous grounding electrode conductors without splice or joint.
  - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
2. Metal Underground Water Pipe(s):
  - a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
  - b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
  - c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
3. Metal In-Ground Support Structure:
  - a. Provide connection to metal in-ground support structure that is in direct contact with earth in accordance with NFPA 70.
4. Concrete-Encased Electrode:
  - a. Provide connection to concrete-encased electrode consisting of not less than 20 feet of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.
5. Ground Rod Electrode(s):
  - a. Provide three electrodes in an equilateral triangle configuration unless otherwise indicated or required.
  - b. Space electrodes not less than 10 feet from each other and any other ground electrode.
  - c. Where location is not indicated, locate electrode(s) at least 5 feet outside building perimeter foundation as near as possible to electrical service entrance; where possible, locate in softscape (uncovered) area.

6. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.
  7. Ground Bar: Provide ground bar, separate from service equipment enclosure, for common connection point of grounding electrode system bonding jumpers as permitted in NFPA 70. Connect grounding electrode conductor provided for service-supplied system grounding to this ground bar.
    - a. Ground Bar Size: 1/4 by 2 by 12 inches unless otherwise indicated or required.
    - b. Where ground bar location is not indicated, locate in accessible location as near as possible to service disconnect enclosure.
    - c. Ground Bar Mounting Height: 18 inches above finished floor unless otherwise indicated.
  8. Ground Riser: Provide common grounding electrode conductor not less than 3/0 AWG for tap connections to multiple separately derived systems as permitted in NFPA 70.
- G. Service-Supplied System Grounding:
1. For each service disconnect, provide grounding electrode conductor to connect neutral (grounded) service conductor to grounding electrode system. Unless otherwise indicated, make connection at neutral (grounded) bus in service disconnect enclosure.
  2. For each service disconnect, provide main bonding jumper to connect neutral (grounded) bus to equipment ground bus where not factory-installed. Do not make any other connections between neutral (grounded) conductors and ground on load side of service disconnect.
- H. Bonding and Equipment Grounding:
1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
  2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
  3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
  4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
  5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
  6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
  - a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
  - b. Metal gas piping.
  - c. Metal process piping.
8. Provide bonding for interior metal air ducts.
9. Provide bonding and equipment grounding for pools and fountains and associated equipment in accordance with NFPA 70.

I. Communications Systems Grounding and Bonding:

1. Provide intersystem bonding termination at service equipment or metering equipment enclosure and at disconnecting means for any additional buildings or structures in accordance with NFPA 70.
2. Provide bonding jumper in raceway from intersystem bonding termination to each communications room or backboard and provide ground bar for termination.
  - a. Bonding Jumper Size: 6 AWG, unless otherwise indicated or required.
  - b. Raceway Size: 3/4 inch trade size unless otherwise indicated or required.
  - c. Ground Bar Size: 1/4 by 2 by 12 inches unless otherwise indicated or required.
  - d. Ground Bar Mounting Height: 18 inches above finished floor unless otherwise indicated.

## 2.2 GROUNDING AND BONDING COMPONENTS

A. General Requirements:

1. Provide products listed, classified, and labeled as suitable for the purpose intended.
2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:

1. Use insulated copper conductors unless otherwise indicated.
  - a. Exceptions:
    - 1) Use bare copper conductors where installed underground in direct contact with earth.
    - 2) Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:

1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.

2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
  3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
  4. Manufacturers - Mechanical and Compression Connectors:
    - a. Advanced Lightning Technology (ALT): [www.altfab.com](http://www.altfab.com).
    - b. Burndy LLC: [www.burndy.com/#sle](http://www.burndy.com/#sle).
    - c. Harger Lightning & Grounding: [www.harger.com](http://www.harger.com).
    - d. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
    - e. Substitutions: See Section 01 60 00 - Product Requirements.
  5. Manufacturers - Exothermic Welded Connections:
    - a. Burndy LLC: [www.burndy.com/#sle](http://www.burndy.com/#sle).
    - b. Cadweld, a brand of Erico International Corporation: [www.erico.com](http://www.erico.com).
    - c. ThermOweld, a brand of Continental Industries, Inc: [www.thermoweld.com](http://www.thermoweld.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Ground Bars:
1. Description: Copper rectangular ground bars with mounting brackets and insulators.
  2. Size: As indicated.
  3. Holes for Connections: As indicated or as required for connections to be made.
  4. Manufacturers:
    - a. Advanced Lightning Technology (ALT): [www.altfab.com](http://www.altfab.com).
    - b. Erico International Corporation: [www.erico.com](http://www.erico.com).
    - c. Harger Lightning & Grounding: [www.harger.com](http://www.harger.com).
    - d. ThermOweld, a brand of Continental Industries, Inc: [www.thermoweld.com](http://www.thermoweld.com).
    - e. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Ground Rod Electrodes:
1. Comply with NEMA GR 1.
  2. Material: Copper-bonded (copper-clad) steel.
  3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.
  4. Manufacturers:

- a. Advanced Lightning Technology (ALT): [www.altfab.com](http://www.altfab.com).
  - b. Erico International Corporation: [www.erico.com](http://www.erico.com).
  - c. Galvan Industries, Inc: [www.galvanelectrical.com](http://www.galvanelectrical.com).
  - d. Harger Lightning & Grounding: [www.harger.com](http://www.harger.com).
  - e. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Oxide Inhibiting Compound: Comply with Section 26 05 19.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as indicated.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
  1. Outdoor Installations: Unless otherwise indicated, install with top of rod 6 inches below finished grade.
  2. Indoor Installations: Unless otherwise indicated, install with 4 inches of top of rod exposed.
- D. Make grounding and bonding connections using specified connectors.
  1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.

4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- E. Identify grounding and bonding system components in accordance with Section 26 05 53.

### 3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.13.
- D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

**END OF SECTION**

## SECTION 26 05 29

### HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

##### 1.2 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 05 50 00 - Metal Fabrications: Materials and requirements for fabricated metal supports.
- C. Section 26 05 33.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- D. Section 26 05 33.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.
- E. Section 26 51 00 - Interior Lighting: Additional support and attachment requirements for interior luminaires.

##### 1.3 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

##### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.

2. Coordinate the work with other trades to provide additional framing and materials required for installation.
3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 03 30 00.

## 1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for metal channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.
- C. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.

## 1.6 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.
- C. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

## PART 2 PRODUCTS

### 2.1 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:

1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.



3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
  4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
  5. Do not use wire, chain, or perforated pipe strap for permanent supports unless specifically indicated or permitted.
  6. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
    - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
    - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
    - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Materials for Metal Fabricated Supports: Comply with Section 05 50 00.
- C. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  2. Conduit Clamps: Bolted type unless otherwise indicated.
  3. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation:  
[www.cooperindustries.com](http://www.cooperindustries.com).
    - b. Erico International Corporation: [www.erico.com](http://www.erico.com).
    - c. O-Z/Gedney, a brand of Emerson Industrial Automation:  
[www.emersonindustrial.com](http://www.emersonindustrial.com).
    - d. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
    - e. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
1. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation:  
[www.cooperindustries.com](http://www.cooperindustries.com).

- b. Erico International Corporation: [www.erico.com](http://www.erico.com).
  - c. O-Z/Gedney, a brand of Emerson Industrial Automation:  
[www.emersonindustrial.com](http://www.emersonindustrial.com).
  - d. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
  - e. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
- 1. Comply with MFMA-4.
  - 2. Channel Material:
    - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
    - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
  - 3. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch.
  - 4. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.
  - 5. Manufacturers:
    - a. Cooper B-Line, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
    - b. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
    - c. Unistrut, a brand of Atkore International Inc: [www.unistrut.com](http://www.unistrut.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
    - e. Source Limitations: Furnish channels (struts) and associated fittings, accessories, and hardware produced by a single manufacturer.
- F. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- 1. Minimum Size, Unless Otherwise Indicated or Required:
    - a. Equipment Supports: 1/2 inch diameter.
    - b. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.
    - c. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch diameter.
    - d. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
    - e. Outlet Boxes: 1/4 inch diameter.
    - f. Luminaires: 1/4 inch diameter.
- G. Anchors and Fasteners:

1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
2. Plastic and lead anchors are not permitted.
3. Powder-actuated fasteners are permitted only as follows:
  - a. Where approved by Architect.
4. Hammer-driven anchors and fasteners are not permitted.
5. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) for compliance with applicable building code.
6. Manufacturers - Mechanical Anchors:
  - a. Hilti, Inc: [www.us.hilti.com](http://www.us.hilti.com).
  - b. ITW Red Head, a division of Illinois Tool Works, Inc: [www.itwredhead.com](http://www.itwredhead.com).
  - c. Powers Fasteners, Inc: [www.powers.com](http://www.powers.com).
  - d. Simpson Strong-Tie Company Inc: [www.strongtie.com](http://www.strongtie.com).
  - e. Substitutions: See Section 01 60 00 - Product Requirements.
7. Manufacturers - Powder-Actuated Fastening Systems:
  - a. Hilti, Inc: [www.us.hilti.com](http://www.us.hilti.com).
  - b. ITW Ramset, a division of Illinois Tool Works, Inc: [www.ramset.com](http://www.ramset.com).
  - c. Powers Fasteners, Inc: [www.powers.com](http://www.powers.com).
  - d. Simpson Strong-Tie Company Inc: [www.strongtie.com](http://www.strongtie.com).
  - e. Substitutions: See Section 01 60 00 - Product Requirements.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that mounting surfaces are ready to receive support and attachment components.
- B. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.

- D. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- E. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- F. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- G. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- H. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Unless otherwise indicated, mount floor-mounted equipment on properly sized 4 inch high concrete pad constructed in accordance with Section 03 30 00.
  - 5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- I. Conduit Support and Attachment: Also comply with Section 26 05 33.13.
- J. Box Support and Attachment: Also comply with Section 26 05 33.16.
- K. Interior Luminaire Support and Attachment: Also comply with Section 26 51 00.
- L. Secure fasteners according to manufacturer's recommended torque settings.
- M. Remove temporary supports.
- N. Identify independent electrical component support wires above accessible ceilings (only where specifically indicated or permitted) in accordance with NFPA 70.

### 3.3 FIELD QUALITY CONTROL

- A. Inspect support and attachment components for damage and defects.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective support and attachment components.

**END OF SECTION**

**SECTION 26 05 33.13**  
**CONDUIT FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. Intermediate metal conduit (IMC).
- C. PVC-coated galvanized steel rigid metal conduit (RMC).
- D. Flexible metal conduit (FMC).
- E. Liquidtight flexible metal conduit (LFMC).
- F. Electrical metallic tubing (EMT).
- G. Rigid polyvinyl chloride (PVC) conduit.
- H. Conduit fittings.
- I. Accessories.

**1.2 RELATED REQUIREMENTS**

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete encasement of conduits.
- B. Section 07 84 00 - Firestopping.
- C. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Metal clad cable (Type MC), armored cable (Type AC), and manufactured wiring systems, including uses permitted.
- D. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
  - 1. Includes additional requirements for fittings for grounding and bonding.
- E. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- F. Section 26 05 33.16 - Boxes for Electrical Systems.
- G. Section 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: Identification products and requirements.
- H. Section 27 10 05 - Structured Cabling for Voice and Data - Inside-Plant: Additional requirements for communications systems conduits.

**1.3 REFERENCE STANDARDS**

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.

- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
- C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
- F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2003.
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- H. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit; 2005.
- I. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; 2013.
- J. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2015.
- K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- M. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- N. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.
- O. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- P. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.
- Q. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- R. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.

4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- D. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- E. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).

- F. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.
- G. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- H. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).
  - 1. Locations subject to physical damage include, but are not limited to:
    - a. Where exposed below 8 feet, except within electrical and communication rooms or closets.
- I. Exposed, Exterior: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or PVC-coated galvanized steel rigid metal conduit.
- J. Connections to Vibrating Equipment:
  - 1. Dry Locations: Use flexible metal conduit.
  - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
  - 3. Maximum Length: 6 feet unless otherwise indicated.
  - 4. Vibrating equipment includes, but is not limited to:
    - a. Motors.

## 2.2 CONDUIT REQUIREMENTS

- A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
  - 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
  - 3. Control Circuits: 1/2 inch (16 mm) trade size.
  - 4. Flexible Connections to Luminaires: 3/8 inch (12 mm) trade size.
- D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

## 2.3 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com/#sle](http://www.alliedeg.com/#sle).
  - 2. Republic Conduit: [www.republic-conduit.com/#sle](http://www.republic-conduit.com/#sle).
  - 3. Wheatland Tube Company: [www.wheatland.com/#sle](http://www.wheatland.com/#sle).



4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- C. Fittings:
1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com/#sle](http://www.emersonindustrial.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  3. Material: Use steel or malleable iron.
  4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

#### 2.4 INTERMEDIATE METAL CONDUIT (IMC)

- A. Manufacturers:
1. Allied Tube & Conduit: [www.alliedeg.com/#sle](http://www.alliedeg.com/#sle).
  2. Republic Conduit: [www.republic-conduit.com/#sle](http://www.republic-conduit.com/#sle).
  3. Wheatland Tube Company: [www.wheatland.com/#sle](http://www.wheatland.com/#sle).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- C. Fittings:
1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com/#sle](http://www.emersonindustrial.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.

2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
3. Material: Use steel or malleable iron.
4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

## 2.5 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

### A. Manufacturers:

1. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
2. Robroy Industries: [www.robroy.com](http://www.robroy.com).
3. Substitutions: See Section 01 60 00 - Product Requirements.

### B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.

### C. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil.

### D. PVC-Coated Fittings:

1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
2. Non-Hazardous Locations: Use fittings listed and labeled as complying with UL 514B.
3. Material: Use steel or malleable iron.
4. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil.

### E. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil.

## 2.6 FLEXIBLE METAL CONDUIT (FMC)

### A. Manufacturers:

1. AFC Cable Systems, Inc: [www.afcweb.com](http://www.afcweb.com).
2. Electri-Flex Company: [www.electriflex.com](http://www.electriflex.com).
3. International Metal Hose: [www.metalhose.com](http://www.metalhose.com).
4. Substitutions: See Section 01 60 00 - Product Requirements.

### B. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.

### C. Fittings:

1. Manufacturers:

- a. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
  - b. O-Z/Gedney, a brand of Emerson Industrial Automation:  
[www.emersonindustrial.com/#sle](http://www.emersonindustrial.com/#sle).
  - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
  - d. Substitutions: See Section 01 60 00 - Product Requirements.
2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  3. Material: Use steel or malleable iron.

## 2.7 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

### A. Manufacturers:

1. AFC Cable Systems, Inc: [www.afcweb.com](http://www.afcweb.com).
2. Electri-Flex Company: [www.electriflex.com](http://www.electriflex.com).
3. International Metal Hose: [www.metalhose.com](http://www.metalhose.com).
4. Substitutions: See Section 01 60 00 - Product Requirements.

### B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

### C. Fittings:

1. Manufacturers:
  - a. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
  - b. O-Z/Gedney, a brand of Emerson Industrial Automation:  
[www.emersonindustrial.com/#sle](http://www.emersonindustrial.com/#sle).
  - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
  - d. Substitutions: See Section 01 60 00 - Product Requirements.
2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
3. Material: Use steel or malleable iron.

## 2.8 ELECTRICAL METALLIC TUBING (EMT)

### A. Manufacturers:

1. Allied Tube & Conduit: [www.alliedeg.com](http://www.alliedeg.com).
2. Republic Conduit: [www.republic-conduit.com/#sle](http://www.republic-conduit.com/#sle).

3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
  1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com/#sle](http://www.emersonindustrial.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  3. Material: Use steel or malleable iron.
  4. Connectors and Couplings: Use compression (gland) type.
    - a. Do not use indenter type connectors and couplings.
    - b. Do not use set-screw type connectors and couplings.
  5. Damp or Wet Locations (where permitted): Use fittings listed for use in wet locations.
  6. Embedded Within Concrete (where permitted): Use fittings listed as concrete-tight. Fittings that require taping to be concrete-tight are acceptable.

## 2.9 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- A. Manufacturers:
  1. Cantex Inc: [www.cantexinc.com/#sle](http://www.cantexinc.com/#sle).
  2. Carlon, a brand of Thomas & Betts Corporation: [www.carlon.com/#sle](http://www.carlon.com/#sle).
  3. JM Eagle: [www.jmeagle.com/#sle](http://www.jmeagle.com/#sle).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- C. Fittings:
  1. Manufacturer: Same as manufacturer of conduit to be connected.

2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

## 2.10 ACCESSORIES

- A. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.
- B. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- C. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- E. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by the manufacturer.
- F. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- G. Conduit Routing:
  1. Unless dimensioned, conduit routing indicated is diagrammatic.
  2. When conduit destination is indicated without specific routing, determine exact routing required.
  3. Conceal all conduits unless specifically indicated to be exposed.
  4. Conduits in the following areas may be exposed, unless otherwise indicated:
    - a. Electrical rooms.
    - b. Mechanical equipment rooms.

- c. Within joists in areas with no ceiling.
  5. Unless otherwise approved, do not route conduits exposed:
    - a. Across floors.
    - b. Across roofs.
    - c. Across top of parapet walls.
    - d. Across building exterior surfaces.
  6. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
  7. Arrange conduit to maintain adequate headroom, clearances, and access.
  8. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
  9. Arrange conduit to provide no more than 150 feet between pull points.
  10. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
  11. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
  12. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
    - a. Heaters.
    - b. Hot water piping.
    - c. Flues.
  13. Group parallel conduits in the same area together on a common rack.
- H. Conduit Support:
1. Secure and support conduits in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
  2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
  3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
  4. Use conduit strap to support single surface-mounted conduit.

- a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
  5. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
  6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
  7. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
  8. Use non-penetrating rooftop supports to support conduits routed across rooftops (only where approved).
  9. Use of spring steel conduit clips for support of conduits is permitted only as follows:
    - a. Support of electrical metallic tubing (EMT) up to 1 inch (27 mm) trade size concealed above accessible ceilings and within hollow stud walls.
  10. Use of wire for support of conduits is permitted only as follows:
    - a. For securing conduits to studs in hollow stud walls.
    - b. For suspending conduits supported by spring steel conduit clips (only where specifically indicated or permitted).
  11. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with the most stringent requirements.
- I. Connections and Terminations:
1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
  2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
  3. Use suitable adapters where required to transition from one type of conduit to another.
  4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
  5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
  6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
  7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- J. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.

2. Make penetrations perpendicular to surfaces unless otherwise indicated.
  3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
  4. Conceal bends for conduit risers emerging above ground.
  5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
  6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
  7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
  8. Provide metal escutcheon plates for conduit penetrations exposed to public view.
  9. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- K. Underground Installation:
1. Minimum Cover, Unless Otherwise Indicated or Required:
    - a. Underground, Exterior: 24 inches.
    - b. Under Slab on Grade: 12 inches to bottom of slab.
  2. Provide underground warning tape in accordance with Section 26 05 53 along entire conduit length.
- L. Concrete Encasement: Where conduits not otherwise embedded within concrete are indicated to be concrete-encased, provide concrete in accordance with Section 03 30 00 with minimum concrete cover of 3 inches on all sides unless otherwise indicated.
- M. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
  2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
  3. Where conduits are subject to earth movement by settlement or frost.
- N. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation.



1. Where conduits pass from outdoors into conditioned interior spaces.
  2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- O. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.
- P. Provide grounding and bonding in accordance with Section 26 05 26.
- Q. Identify conduits in accordance with Section 26 05 53.
- 3.3 FIELD QUALITY CONTROL
- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Where coating of PVC-coated galvanized steel rigid metal conduit (RMC) contains cuts or abrasions, repair in accordance with manufacturer's instructions.
- D. Correct deficiencies and replace damaged or defective conduits.
- 3.4 CLEANING
- A. Clean interior of conduits to remove moisture and foreign matter.
- 3.5 PROTECTION
- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

**END OF SECTION**

**SECTION 26 05 33.16**  
**BOXES FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Boxes and enclosures for integrated power, data, and audio/video.

**1.2 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 08 31 00 - Access Doors and Panels: Panels for maintaining access to concealed boxes.
- C. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- D. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- E. Section 26 05 33.13 - Conduit for Electrical Systems:
  - 1. Conduit bodies and other fittings.
  - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- F. Section 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: Identification products and requirements.
- G. Section 26 27 26 - Wiring Devices:
  - 1. Wall plates.
  - 2. Additional requirements for locating boxes for wiring devices.
- H. Section 26 28 13 - Fuses: Spare fuse cabinets.
- I. Section 27 10 05 - Structured Cabling for Voice and Data - Inside-Plant: Additional requirements for communications systems outlet boxes.

**1.3 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.

- E. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports; 2013.
- F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.
- K. UL 514C - Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

##### A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### 1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground boxes/enclosures.

- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

## 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

## PART 2 PRODUCTS

### 2.1 BOXES

#### A. General Requirements:

1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
3. Provide products listed, classified, and labeled as suitable for the purpose intended.
4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

#### B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:

1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit or exposed intermediate metal conduit (IMC) is used.
4. Use nonmetallic boxes where exposed rigid PVC conduit is used.
5. Use suitable masonry type boxes where flush-mounted in masonry walls.
6. Use raised covers suitable for the type of wall construction and device configuration where required.

7. Use shallow boxes where required by the type of wall construction.
8. Do not use "through-wall" boxes designed for access from both sides of wall.
9. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
10. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
11. Nonmetallic Boxes: Comply with NEMA OS 2, and list and label as complying with UL 514C.
12. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
13. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
14. Minimum Box Size, Unless Otherwise Indicated:
  - a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.
  - b. Communications Systems Outlets: 4 inch square by 2-1/8 inch (100 by 54 mm) trade size.
  - c. Ceiling Outlets: 4 inch octagonal or square by 1-1/2 inch deep (100 by 38 mm) trade size.
15. Wall Plates: Comply with Section 26 27 26.
16. Manufacturers:
  - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
  - b. Hubbell Incorporated; Bell Products: [www.hubbell-rtb.com](http://www.hubbell-rtb.com).
  - c. Hubbell Incorporated; RACO Products: [www.hubbell-rtb.com](http://www.hubbell-rtb.com).
  - d. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
  - e. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
  - f. Substitutions: See Section 01 60 00 - Product Requirements.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.

- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide separate boxes for emergency power and normal power systems.
- E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- F. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
- G. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
- H. Box Locations:
  - 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 31 00 as required where approved by the Architect.
  - 2. Unless dimensioned, box locations indicated are approximate.
  - 3. Locate boxes as required for devices installed under other sections or by others.
  - 4. Locate boxes so that wall plates do not span different building finishes.
  - 5. Locate boxes so that wall plates do not cross masonry joints.
  - 6. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
  - 7. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.
  - 8. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
  - 9. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 05 33.13.
- I. Box Supports:
  - 1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.

2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
  3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
  4. Use far-side support to secure flush-mounted boxes supported from single stud in hollow stud walls. Repair or replace supports for boxes that permit excessive movement.
- J. Install boxes plumb and level.
- K. Flush-Mounted Boxes:
1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
  2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
  3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- L. Install boxes as required to preserve insulation integrity.
- M. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- N. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- O. Close unused box openings.
- P. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- Q. Provide grounding and bonding in accordance with Section 26 05 26.
- R. Identify boxes in accordance with Section 26 05 53.
- 3.3 CLEANING
- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.
- 3.4 PROTECTION
- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

**END OF SECTION**





## SECTION 26 05 53

### IDENTIFICATION FOR ELECTRICAL SYSTEMS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Floor marking tape.
- F. Warning signs and labels.

##### 1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.
- B. Section 27 10 05 - Structured Cabling for Voice and Data - Inside-Plant: Identification for communications cabling and devices.

##### 1.3 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. NFPA 70E - Standard for Electrical Safety in the Workplace; 2015.
- C. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

##### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
  - 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
  - 2. Do not install identification products until final surface finishes and painting are complete.

## 1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

## 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

## 1.7 FIELD CONDITIONS

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

## PART 2 PRODUCTS

### 2.1 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
  - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
    - a. Enclosed switches, circuit breakers, and motor controllers:
      - 1) Identify voltage and phase.
      - 2) Identify power source and circuit number. Include location when not within sight of equipment.
  - 2. Use handwritten text using indelible marker on inside of door at each fused switch to identify required NEMA fuse class and size.
  - 3. Use identification label or handwritten text using indelible marker on inside of door at each motor controller to identify nameplate horsepower, full load amperes, code letter, service factor, voltage, and phase of motor(s) controlled.
  - 4. Use floor marking tape to identify required equipment working clearances where indicated or where required by the authority having jurisdiction.
  - 5. Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazards for electrical equipment, such as switchboards, panelboards, industrial control panels, meter socket enclosures, and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized.
    - a. Minimum Size: 3.5 by 5 inches.
    - b. Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.

B. Identification for Conductors and Cables:

1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
2. Identification for Communications Conductors and Cables: Comply with Section 27 10 05.
3. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment.
4. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
  - a. At each source and load connection.
  - b. Within boxes when more than one circuit is present.
  - c. Within equipment enclosures when conductors and cables enter or leave the enclosure.
5. Use wire and cable markers to identify connected grounding electrode system components for grounding electrode conductors.

C. Identification for Boxes:

1. Use color coded boxes or vinyl color coding electrical tape to identify systems other than normal power system.
  - a. For exposed boxes in public areas, do not color code.

D. Identification for Devices:

1. Identification for Communications Devices: Comply with Section 27 10 05.
2. Use identification label to identify fire alarm system devices.
  - a. For devices concealed above suspended ceilings, provide additional identification on ceiling tile below device location.
3. Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.
  - a. For receptacles in public areas or in areas as directed by Architect, provide identification on inside surface of wallplate.
4. Use identification label to identify receptacles protected by upstream GFI protection, where permitted.

## 2.2 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:

1. Materials:

- a. Indoor Clean, Dry Locations: Use plastic nameplates.
  - b. Outdoor Locations: Use plastic or stainless steel nameplates suitable for exterior use.
  2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
  3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
  4. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
  2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
1. Minimum Size: 1 inch by 2.5 inches.
  2. Legend:
    - a. System designation where applicable:
      - 1) Emergency Power System: Identify with text "EMERGENCY".
      - 2) Fire Alarm System: Identify with text "FIRE ALARM".
    - b. Equipment designation or other approved description.
    - c. Other information as indicated.
  3. Text: All capitalized unless otherwise indicated.
  4. Minimum Text Height:
    - a. System Designation: 1 inch.
    - b. Equipment Designation: 1/2 inch.
    - c. Other Information: 1/4 inch.
  5. Color:
    - a. Normal Power System: White text on black background.
    - b. Fire Alarm System: White text on red background.
- D. Format for General Information and Operating Instructions:
1. Minimum Size: 1 inch by 2.5 inches.

2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 1/4 inch.
5. Color: Black text on white background unless otherwise indicated.
  - a. Exceptions:
    - 1) Provide white text on red background for general information or operational instructions for emergency systems.
    - 2) Provide white text on red background for general information or operational instructions for fire alarm systems.

E. Format for Caution and Warning Messages:

1. Minimum Size: 2 inches by 4 inches.
2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 1/2 inch.
5. Color: Black text on yellow background unless otherwise indicated.

F. Format for Control Device Identification:

1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Load controlled or other designation indicated.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Black text on clear background.

G. Format for Fire Alarm Device Identification:

1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Designation indicated and device zone or address.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Red text on white background.

## 2.3 WIRE AND CABLE MARKERS

A. Manufacturers:

1. Brady Corporation: [www.bradyid.com](http://www.bradyid.com).
  2. HellermannTyton: [www.hellermannntyton.com](http://www.hellermannntyton.com).
  3. Panduit Corp: [www.panduit.com/#sle](http://www.panduit.com/#sle).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- D. Legend: Power source and circuit number or other designation indicated.
- E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
1. Do not use handwritten text.
- F. Minimum Text Height: 1/8 inch.
- G. Color: Black text on white background unless otherwise indicated.

#### 2.4 VOLTAGE MARKERS

- A. Manufacturers:
1. Brady Corporation: [www.bradyid.com](http://www.bradyid.com).
  2. Brimar Industries, Inc: [www.brimar.com/#sle](http://www.brimar.com/#sle).
  3. Seton Identification Products: [www.seton.com](http://www.seton.com).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.
- C. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.
- D. Minimum Size:
1. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
  2. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
  3. Markers for Junction Boxes: 1/2 by 2 1/4 inches.
- E. Legend:
1. Markers for Voltage Identification: Highest voltage present.

2. Markers for System Identification:
  - a. Emergency Power System: Text "EMERGENCY".
  - b. Other Systems: Type of service.

F. Color: Black text on orange background unless otherwise indicated.

## 2.5 FLOOR MARKING TAPE

### A. Manufacturers:

1. Brady Corporation: [www.bradyid.com](http://www.bradyid.com).
2. Brimar Industries, Inc: [www.brimar.com/#sle](http://www.brimar.com/#sle).
3. Seton Identification Products: [www.seton.com](http://www.seton.com).
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Floor Marking Tape for Equipment Working Clearance Identification: Self-adhesive vinyl or polyester tape with overlamine, 3 inches wide, with alternating black and white stripes.

## 2.6 WARNING SIGNS AND LABELS

### A. Manufacturers:

1. Brimar Industries, Inc: [www.brimar.com/#sle](http://www.brimar.com/#sle).
2. Clarion Safety Systems, LLC: [www.clarionsafety.com](http://www.clarionsafety.com).
3. Seton Identification Products: [www.seton.com](http://www.seton.com).
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

### C. Warning Signs:

1. Materials:
  - a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
  - b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
3. Minimum Size: 7 by 10 inches unless otherwise indicated.

### D. Warning Labels:

1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.

- a. Do not use labels designed to be completed using handwritten text.
2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
3. Minimum Size: 2 by 4 inches unless otherwise indicated.

### PART 3 EXECUTION

#### 3.1 PREPARATION

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

#### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
  1. Surface-Mounted Equipment: Enclosure front.
  2. Flush-Mounted Equipment: Inside of equipment door.
  3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
  4. Elevated Equipment: Legible from the floor or working platform.
  5. Branch Devices: Adjacent to device.
  6. Interior Components: Legible from the point of access.
  7. Conduits: Legible from the floor.
  8. Boxes: Outside face of cover.
  9. Conductors and Cables: Legible from the point of access.
  10. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
  1. Do not use adhesives on exterior surfaces except where substrate cannot be penetrated.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Secure rigid signs using stainless steel screws.
- G. Mark all handwritten text, where permitted, to be neat and legible.



3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

**END OF SECTION**

**SECTION 26 05 83**  
**WIRING CONNECTIONS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Electrical connections to equipment.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.
- B. Section 26 05 33.13 - Conduit for Electrical Systems.
- C. Section 26 05 33.16 - Boxes for Electrical Systems.
- D. Section 26 27 26 - Wiring Devices.
- E. Section 26 28 16.16 - Enclosed Switches.
- F. Section 26 29 13 - Enclosed Controllers.

1.3 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
  - 2. Determine connection locations and requirements.
- B. Sequencing:
  - 1. Install rough-in of electrical connections before installation of equipment is required.
  - 2. Make electrical connections before required start-up of equipment.

1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Disconnect Switches: As specified in Section 26 28 16.16.
- B. Wiring Devices: As specified in Section 26 27 26.
- C. Flexible Conduit: As specified in Section 26 05 33.13.
- D. Wire and Cable: As specified in Section 26 05 19.
- E. Boxes: As specified in Section 26 05 33.16.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that equipment is ready for electrical connection, wiring, and energization.

### 3.2 ELECTRICAL CONNECTIONS

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Provide receptacle outlet to accommodate connection with attachment plug.
- E. Provide cord and cap where field-supplied attachment plug is required.
- F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- H. Install terminal block jumpers to complete equipment wiring requirements.
- I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

**END OF SECTION**

**SECTION 26 09 23**  
**LIGHTING CONTROL DEVICES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Occupancy sensors.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 33.16 - Boxes for Electrical Systems.
- D. Section 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: Identification products and requirements.
- E. Section 26 27 26 - Wiring Devices: Devices for manual control of lighting, including wall switches.
  - 1. Includes finish requirements for wall controls specified in this section.
  - 2. Includes accessory receptacles, switches, dimmers and wall plates, to match lighting controls specified in this section.
- F. Section 26 51 00 - Interior Lighting.

1.3 REFERENCE STANDARDS

- A. 47 CFR 15 - Radio Frequency Devices; current edition.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- C. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate the placement of lighting control devices with millwork, furniture, equipment, etc. installed under other sections or by others.
  - 2. Coordinate the placement of wall switch occupancy sensors with actual installed door swings.

3. Coordinate the placement of occupancy sensors with millwork, furniture, equipment or other potential obstructions to motion detection coverage installed under other sections or by others.
4. Coordinate the placement of photo sensors for daylighting controls with windows, skylights, and luminaires to achieve optimum operation. Coordinate placement with ductwork, piping, equipment, or other potential obstructions to light level measurement installed under other sections or by others.
5. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

B. Sequencing:

1. Do not install lighting control devices until final surface finishes and painting are complete.

1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Include ratings, configurations, standard wiring diagrams, dimensions, colors, service condition requirements, and installed features.
  1. Occupancy Sensors: Include detailed motion detection coverage range diagrams.
- C. Shop Drawings:
  1. Occupancy Sensors: Provide lighting plan indicating location, model number, and orientation of each occupancy sensor and associated system component.
- D. Field Quality Control Reports.
- E. Manufacturer's Installation Instructions: Include application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- F. Operation and Maintenance Data: Include detailed information on device programming and setup.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

## 1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Store products in a clean, dry space in original manufacturer's packaging in accordance with manufacturer's written instructions until ready for installation.

## 1.8 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturer warranty for all occupancy sensors.

## PART 2 PRODUCTS

### 2.1 LIGHTING CONTROL DEVICES - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide all required conduit, wiring, connectors, hardware, components, accessories, etc. as required for a complete operating system.

### 2.2 OCCUPANCY SENSORS

- A. Manufacturers:
  - 1. Hubbell Building Automation, Inc: [www.hubbellautomation.com](http://www.hubbellautomation.com)
  - 2. Lutron Electronics Company, Inc: [www.lutron.com/sle](http://www.lutron.com/sle).
  - 3. Sensor Switch Inc: [www.sensorswitch.com](http://www.sensorswitch.com).
  - 4. WattStopper: [www.wattstopper.com](http://www.wattstopper.com).
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.
  - 6. Source Limitations: Furnish products produced by a single manufacturer and obtained from a single supplier.
- B. All Occupancy Sensors:
  - 1. Description: Factory-assembled commercial specification grade devices for indoor use capable of sensing both major motion, such as walking, and minor motion, such as small desktop level movements, according to published coverage areas, for automatic control of load indicated.
  - 2. Sensor Technology:
    - a. Passive Infrared/Ultrasonic Dual Technology Occupancy Sensors: Designed to detect occupancy using a combination of both passive infrared and ultrasonic technologies.
  - 3. Provide LED to visually indicate motion detection with separate color LEDs for each sensor type in dual technology units.

4. Operation: Unless otherwise indicated, occupancy sensor to turn load on when occupant presence is detected and to turn load off when no occupant presence is detected during an adjustable turn-off delay time interval.
  5. Dual Technology Occupancy Sensors: Field configurable turn-on and hold-on activation with settings for activation by either or both sensing technologies.
  6. Turn-Off Delay: Field adjustable, with time delay settings up to 30 minutes.
  7. Sensitivity: Field adjustable.
  8. Compatibility (Non-Dimming Sensors): Suitable for controlling incandescent lighting, low-voltage lighting with electronic and magnetic transformers, fluorescent lighting with electronic and magnetic ballasts, and fractional motor loads, with no minimum load requirements.
  9. Load Rating for Line Voltage Occupancy Sensors: As required to control the load indicated on drawings.
  10. Where wired sensors are indicated, wireless sensors are acceptable provided that all components and wiring modifications necessary for proper operation are included.
  11. Wireless Sensors:
    - a. RF Range: 30 feet through typical construction materials.
    - b. Electromagnetic Interference/Radio Frequency Interference (EMI/RFI) Limits: Comply with FCC requirements of 47 CFR 15, for Class B application.
    - c. Power: Battery-operated with minimum ten-year battery life.
- C. Wall Switch Occupancy Sensors:
1. All Wall Switch Occupancy Sensors:
    - a. Description: Occupancy sensors designed for installation in standard wall box at standard wall switch mounting height with a field of view of 180 degrees, integrated manual control capability, and no leakage current to load in off mode.
    - b. Unless otherwise indicated or required to control the load indicated on drawings, provide line voltage units with self-contained relay.
    - c. Operation: Field selectable to operate either as occupancy sensor (automatic on/off) or as vacancy sensor (manual-on/automatic off).
    - d. Manual-Off Override Control: When used to turn off load while in automatic-on mode, unit to revert back to automatic mode after no occupant presence is detected during the delayed-off time interval.
    - e. Finish: Color to be selected by the Architect..
  2. Passive Infrared/Ultrasonic Dual Technology Wall Switch Occupancy Sensors: Capable of detecting motion within an area of 900 square feet.

D. Ceiling Mounted Occupancy Sensors:

1. All Ceiling Mounted Occupancy Sensors:
  - a. Description: Low profile occupancy sensors designed for ceiling installation.
  - b. Unless otherwise indicated or required to control the load indicated on drawings, provide low voltage units, for use with separate compatible accessory power packs.
  - c. Provide field selectable setting for disabling LED motion detector visual indicator.
  - d. Occupancy sensor to be field selectable as either manual-on/automatic-off or automatic on/off.
  - e. Finish: White unless otherwise indicated.
2. Passive Infrared/Ultrasonic Dual Technology Ceiling Mounted Occupancy Sensors:
  - a. Standard Range Sensors: Capable of detecting motion within an area of 450 square feet at a mounting height of 9 feet, with a field of view of 360 degrees.

E. Power Packs for Low Voltage Occupancy Sensors:

1. Description: Plenum rated, self-contained low voltage class 2 transformer and relay compatible with specified low voltage occupancy sensors for switching of line voltage loads.
2. Provide quantity and configuration of power and slave packs with all associated wiring and accessories as required to control the load indicated on drawings.
3. Input Supply Voltage: Dual rated for 120/277 V ac.
4. Load Rating: As required to control the load indicated on drawings.

F. Power Packs for Wireless Occupancy Sensors:

1. Description: Plenum rated, self-contained relay compatible with specified wireless occupancy sensors for switching of line voltage loads.
2. Input Supply Voltage: Dual rated for 120/277 V ac.
3. Load Rating: As required to control the load indicated on drawings.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.



- C. Verify that openings for outlet boxes are neatly cut and will be completely covered by devices or wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to lighting control devices.
- F. Verify that the service voltage and ratings of lighting control devices are appropriate for the service voltage and load requirements at the location to be installed.
- G. Verify that conditions are satisfactory for installation prior to starting work.

### 3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

### 3.3 INSTALLATION

- A. Install lighting control devices in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of lighting control devices provided under this section.
  - 1. Mounting Heights: Unless otherwise indicated, as follows:
    - a. Wall Switch Occupancy Sensors: 48 inches above finished floor.
  - 2. Orient outlet boxes for vertical installation of lighting control devices unless otherwise indicated.
  - 3. Locate wall switch occupancy sensors on strike side of door with edge of wall plate 3 inches from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.
- C. Install lighting control devices in accordance with manufacturer's instructions.
- D. Unless otherwise indicated, connect lighting control device grounding terminal or conductor to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- E. Install lighting control devices plumb and level, and held securely in place.
- F. Where required and not furnished with lighting control device, provide wall plate in accordance with Section 26 27 26.
- G. Provide required supports in accordance with Section 26 05 29.
- H. Where applicable, install lighting control devices and associated wall plates to fit completely flush to mounting surface with no gaps and rough opening completely covered without strain on

wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.

- I. Identify lighting control devices in accordance with Section 26 05 53.
- J. Occupancy Sensor Locations:
  - 1. Location Adjustments: Locations indicated are diagrammatic and only intended to indicate which rooms or areas require devices. Provide quantity and locations as required for complete coverage of respective room or area based on manufacturer's recommendations for installed devices.
  - 2. Locate ultrasonic and dual technology passive infrared/ultrasonic occupancy sensors a minimum of 4 feet from air supply ducts or other sources of heavy air flow and as per manufacturer's recommendations, in order to minimize false triggers.
- K. Lamp Burn-In: Operate lamps at full output for minimum of 100 hours or prescribed period per manufacturer's recommendations prior to use with any dimming controls. Replace lamps that fail prematurely due to improper lamp burn-in.
- L. Unless otherwise indicated, install power packs for lighting control devices above accessible ceiling or above access panel in inaccessible ceiling near the sensor location.
- M. Where indicated, install separate compatible wall switches for manual control interface with lighting control devices or associated power packs.
- N. Unless otherwise indicated, install switches on load side of power packs so that switch does not turn off power pack.

### 3.4 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect each lighting control device for damage and defects.
- C. Test occupancy sensors to verify proper operation, including time delays and ambient light thresholds where applicable. Verify optimal coverage for entire room or area. Record test results in written report to be included with submittals.
- D. Correct wiring deficiencies and replace damaged or defective lighting control devices.

### 3.5 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.
- B. Adjust occupancy sensor settings to minimize undesired activations while optimizing energy savings, and to achieve desired function as indicated or as directed by Architect.
- C. Where indicated or as directed by Architect, install factory masking material or adjust integral blinders on passive infrared (PIR) and dual technology occupancy sensor lenses to block undesired motion detection.

3.6 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.7 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. See Section 01 79 00 - Demonstration and Training, for additional requirements.
- C. Demonstration: Demonstrate proper operation of lighting control devices to Architect, and correct deficiencies or make adjustments as directed.
- D. Training: Train Owner's personnel on operation, adjustment, programming, and maintenance of lighting control devices.
  - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
  - 2. Location: At project site.

**END OF SECTION**

## **SECTION 26 27 26**

### **WIRING DEVICES**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Wall switches.
- B. Receptacles.
- C. Wall plates.

##### **1.2 RELATED REQUIREMENTS**

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Manufactured wiring systems for use with access floor boxes with compatible pre-wired connectors.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 33.16 - Boxes for Electrical Systems.
- D. Section 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: Identification products and requirements.
- E. Section 26 05 83 - Wiring Connections: Cords and plugs for equipment.
- F. Section 26 09 23 - Lighting Control Devices: Devices for automatic control of lighting, including occupancy sensors, in-wall time switches, and in-wall interval timers.
- G. Section 27 10 05 - Structured Cabling for Voice and Data - Inside-Plant: Voice and data jacks.

##### **1.3 REFERENCE STANDARDS**

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; Federal Specification; Revision G, 2001.
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Federal Specification; Revision F, 1999.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- D. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- E. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).
- F. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.

- I. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- J. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.
- K. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.
- L. UL 1472 - Solid-State Dimming Controls; Current Edition, Including All Revisions.
- M. UL 1917 - Solid-State Fan Speed Controls; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

##### A. Coordination:

- 1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
- 2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
- 3. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.
- 4. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
- 5. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

##### B. Sequencing:

- 1. Do not install wiring devices until final surface finishes and painting are complete.

#### 1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- C. Operation and Maintenance Data:
  - 1. GFCI Receptacles: Include information on status indicators.

#### 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

#### 1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

## PART 2 PRODUCTS

### 2.1 WIRING DEVICE APPLICATIONS

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. Provide weather resistant GFCI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.
- D. Provide GFCI protection for receptacles installed within 6 feet of sinks.
- E. Provide GFCI protection for receptacles serving electric drinking fountains.
- F. Unless noted otherwise, do not use combination switch/receptacle devices.

### 2.2 WIRING DEVICE FINISHES

- A. Provide wiring device and wall plate finishes as be as directed by the Architect with verification by the Owner's Representative.

### 2.3 WALL SWITCHES

- A. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
  - 1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- B. Standard Wall Switches: Commercial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw or three way as indicated on the drawings.

### 2.4 RECEPTACLES

- A. Manufacturers:
  - 1. Hubbell Incorporated: [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
  - 2. Leviton Manufacturing Company, Inc: [www.leviton.com](http://www.leviton.com).
  - 3. Lutron Electronics Company, Inc; Designer Style: [www.lutron.com/#sle](http://www.lutron.com/#sle).
  - 4. Pass & Seymour, a brand of Legrand North America, Inc: [www.legrand.us](http://www.legrand.us)
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.

6. Source Limitations: Where wall controls are furnished as part of lighting control system, provide accessory matching receptacles and wallplates by the same manufacturer in locations indicated.
- B. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
  2. NEMA configurations specified are according to NEMA WD 6.
- C. GFCI Receptacles:
1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
    - a. Provide test and reset buttons of same color as device.
  2. Standard GFI Receptacles: Commercial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.
  3. Weather Resistant GFI Receptacles: Commercial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations.

## 2.5 WALL PLATES

- A. Manufacturers:
1. Hubbell Incorporated: [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
  2. Leviton Manufacturing Company, Inc: [www.leviton.com](http://www.leviton.com).
  3. Lutron Electronics Company, Inc: [www.lutron.com](http://www.lutron.com).
  4. Pass & Seymour, a brand of Legrand North America, Inc: [www.legrand.us](http://www.legrand.us)
  5. Substitutions: See Section 01 60 00 - Product Requirements.
  6. Source Limitations: Where wall controls are furnished as part of lighting control system, provide accessory matching receptacles and wallplates by the same manufacturer in locations indicated.
- B. Wall Plates: Comply with UL 514D.
1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  2. Material and finish: As directed by Architect with verification by the Owner's Representative.

3. Size: Standard.
  4. Screws: Metal with slotted heads finished to match wall plate finish.
- C. Weatherproof Covers for Wet or Damp Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- F. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

#### 3.3 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section.
  1. Mounting Heights: Unless otherwise indicated, as follows:
    - a. Wall Switches: 48 inches above finished floor.
    - b. Receptacles: 18 inches above finished floor or 6 inches above counter.
  2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
  3. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.



4. Locate wall switches on strike side of door with edge of wall plate 3 inches from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.
  5. Locate receptacles for electric drinking fountains concealed behind drinking fountain according to manufacturer's instructions.
- C. Install wiring devices in accordance with manufacturer's instructions.
  - D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
  - E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.
  - F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
  - G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
  - H. Provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.
  - I. Install wiring devices plumb and level with mounting yoke held rigidly in place.
  - J. Install wall switches with OFF position down.
  - K. Do not share neutral conductor on branch circuits utilizing wall dimmers.
  - L. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
  - M. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
  - N. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.
  - O. Identify wiring devices in accordance with Section 26 05 53.
- 3.4 FIELD QUALITY CONTROL
- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
  - B. Inspect each wiring device for damage and defects.
  - C. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.
  - D. Test each receptacle to verify operation and proper polarity.

- E. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- F. Correct wiring deficiencies and replace damaged or defective wiring devices.

### 3.5 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.
- B. Adjust presets for wall dimmers according to manufacturer's instructions as directed by Architect.

### 3.6 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

**END OF SECTION**

## SECTION 26 28 13

### FUSES

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Fuses.

##### 1.2 RELATED REQUIREMENTS

- A. Section 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: Identification products and requirements.
- B. Section 26 24 16 - Panelboards: Fusible switches.
- C. Section 26 28 16.16 - Enclosed Switches: Fusible switches.
- D. Section 26 29 13 - Enclosed Controllers: Fusible switches.

##### 1.3 REFERENCE STANDARDS

- A. NEMA FU 1 - Low Voltage Cartridge Fuses; 2012.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements; Current Edition, Including All Revisions.
- D. UL 248-8 - Low-Voltage Fuses - Part 8: Class J Fuses; Current Edition, Including All Revisions.
- E. UL 248-10 - Low-Voltage Fuses - Part 10: Class L Fuses; Current Edition, Including All Revisions.
- F. UL 248-12 - Low-Voltage Fuses - Part 12: Class R Fuses; Current Edition, Including All Revisions.

##### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate fuse clips furnished in equipment provided under other sections for compatibility with indicated fuses.
    - a. Fusible Enclosed Switches: See Section 26 28 16.16.
    - b. Fusible Switches for Enclosed Motor Controllers: See Section 26 29 13.
  - 2. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment to be installed.

3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### 1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard data sheets including voltage and current ratings, interrupting ratings, time-current curves, and current limitation curves.
  1. Spare Fuse Cabinet: Include dimensions.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  1. See Section 01 60 00 - Product Requirements, for additional provisions.

#### 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Bussmann, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
- B. Littelfuse, Inc: [www.littelfuse.com](http://www.littelfuse.com).
- C. Mersen: [ep-us.mersen.com](http://ep-us.mersen.com).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

#### 2.2 APPLICATIONS

- A. General Purpose Branch Circuits: Class RK1, time-delay.
- B. Individual Motor Branch Circuits: Class RK1, time-delay.

#### 2.3 FUSES

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.
- C. Provide fuses of the same type, rating, and manufacturer within the same switch.
- D. Comply with UL 248-1.
- E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.
- F. Voltage Rating: Suitable for circuit voltage.

- G. Class R Fuses: Comply with UL 248-12.
- H. Provide the following accessories where indicated or where required to complete installation:
  - 1. Fuseholders: Compatible with indicated fuses.
  - 2. Fuse Reducers: For adapting indicated fuses to permit installation in switch designed for fuses with larger ampere ratings.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that fuse ratings are consistent with circuit voltage and manufacturer's recommendations and nameplate data for equipment.
- B. Verify that mounting surfaces are ready to receive spare fuse cabinet.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 INSTALLATION

- A. Do not install fuses until circuits are ready to be energized.
- B. Install fuses with label oriented such that manufacturer, type, and size are easily read.
- C. Install spare fuse cabinet where indicated.
- D. Identify spare fuse cabinet in accordance with Section 26 05 53.

**END OF SECTION**

**SECTION 26 28 16.13**  
**ENCLOSED CIRCUIT BREAKERS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Enclosed circuit breakers.

**1.2 RELATED REQUIREMENTS**

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: Identification products and requirements.

**1.3 REFERENCE STANDARDS**

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Federal Specification; Revision E, 2013.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- G. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

**1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within dedicated equipment spaces and within working clearances for electrical equipment required by NFPA 70.

2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate the work with other trades to provide walls suitable for installation of enclosed circuit breakers where indicated.
4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### 1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for circuit breakers, enclosures, and other installed components and accessories.
- C. Shop Drawings: Indicate outline and support point dimensions, voltage and current ratings, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
- D. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

#### 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed circuit breaker internal components, enclosure, and finish.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Eaton Corporation: [www.eaton.com](http://www.eaton.com).
- B. General Electric Company: [www.geindustrial.com](http://www.geindustrial.com).
- C. Schneider Electric; Square D Products: [www.schneider-electric.us](http://www.schneider-electric.us).
- D. Siemens Industry, Inc: [www.usa.siemens.com](http://www.usa.siemens.com).

- E. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Source Limitations: Furnish enclosed circuit breakers and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

## 2.2 ENCLOSED CIRCUIT BREAKERS

- A. Description: Units consisting of molded case circuit breakers individually mounted in enclosures.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet.
  - 2. Ambient Temperature: Between 23 degrees F and 104 degrees F.
- D. Conductor Terminations: Suitable for use with the conductors to be installed.
- E. Provide thermal magnetic circuit breakers unless otherwise indicated.
- F. Provide insulated, groundable fully rated solid neutral assembly where a neutral connection is required, with a suitable lug for terminating each neutral conductor.
- G. Provide solidly bonded equipment ground bus in each enclosed circuit breaker, with a suitable lug for terminating each equipment grounding conductor.
- H. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Indoor Clean, Dry Locations: Type 1.
    - b. Outdoor Locations: Type 3R.
  - 2. Finish for Painted Steel Enclosures: Manufacturer's standard, factory applied grey unless otherwise indicated.
  - 3. Provide surface-mounted enclosures unless otherwise indicated.
- I. Provide externally operable handle with means for locking in the OFF position.

## 2.3 MOLDED CASE CIRCUIT BREAKERS

- A. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
- B. Interrupting Capacity:



1. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
    - a. 10,000 rms symmetrical amperes at 240 VAC or 208 VAC.
  2. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
- C. Conductor Terminations:
1. Provide mechanical lugs unless otherwise indicated.
  2. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
- D. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
- E. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings of the enclosed circuit breakers are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive enclosed circuit breakers.
- D. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 26 05 29.
- E. Install enclosed circuit breakers plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed circuit breakers such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 26 05 26.
- H. Identify enclosed circuit breakers in accordance with Section 26 05 53.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with manufacturer's instructions and NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for circuit breakers used for service entrance. Tests listed as optional are not required.
- D. Correct deficiencies and replace damaged or defective enclosed circuit breakers.

3.4 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.5 CLEANING

- A. Clean dirt and debris from circuit breaker enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

**END OF SECTION**

**SECTION 26 28 16.16**  
**ENCLOSED SWITCHES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Enclosed safety switches.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: Identification products and requirements.
- D. Section 26 28 13 - Fuses.
- E. Section 26 29 13 - Enclosed Controllers: Manual motor controllers.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); 2013.
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- G. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 98 - Enclosed and Dead-Front Switches; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate the work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and within working clearances for electrical equipment required by NFPA 70.

2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
4. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### 1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.
- C. Shop Drawings: Indicate outline and support point dimensions, voltage and current ratings, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
- D. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  1. See Section 01 60 00 - Product Requirements, for additional provisions.

#### 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed switch internal components, enclosure, and finish.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Eaton Corporation: [www.eaton.com](http://www.eaton.com).
- B. General Electric Company: [www.geindustrial.com](http://www.geindustrial.com).
- C. Schneider Electric; Square D Products: [www.schneider-electric.us](http://www.schneider-electric.us).

- D. Siemens Industry, Inc: [www.usa.siemens.com](http://www.usa.siemens.com).
- E. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Source Limitations: Furnish enclosed switches and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

## 2.2 ENCLOSED SAFETY SWITCHES

- A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet.
  - 2. Ambient Temperature: Between -22 degrees F and 104 degrees F.
- D. Horsepower Rating: Suitable for connected load.
- E. Voltage Rating: Suitable for circuit voltage.
- F. Short Circuit Current Rating:
  - 1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
- G. Provide with switch blade contact position that is visible when the cover is open.
- H. Fuse Clips for Fusible Switches: As required to accept fuses indicated.
  - 1. Where NEMA Class R fuses are installed, provide rejection feature to prevent installation of fuses other than Class R.
- I. Conductor Terminations: Suitable for use with the conductors to be installed.
- J. Provide insulated, groundable fully rated solid neutral assembly where a neutral connection is required, with a suitable lug for terminating each neutral conductor.
- K. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.
- L. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:

- a. Indoor Clean, Dry Locations: Type 1.
- b. Outdoor Locations: Type 3R.
2. Finish for Painted Steel Enclosures: Manufacturer's standard, factory applied grey unless otherwise indicated.
- M. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.
- N. Heavy Duty Switches:
  1. Comply with NEMA KS 1.
  2. Conductor Terminations:
    - a. Provide mechanical lugs unless otherwise indicated.
    - b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
  3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.
    - a. Provide means for locking handle in the ON position where indicated.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings of the enclosed switches are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive enclosed safety switches.
- D. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 26 05 29.
- E. Install enclosed switches plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.

- G. Provide grounding and bonding in accordance with Section 26 05 26.
- H. Provide fuses complying with Section 26 28 13 for fusible switches as indicated or as required by equipment manufacturer's recommendations.
- I. Identify enclosed switches in accordance with Section 26 05 53.

### 3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.
- D. Correct deficiencies and replace damaged or defective enclosed safety switches or associated components.

### 3.4 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

### 3.5 CLEANING

- A. Clean dirt and debris from switch enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

**END OF SECTION**

**SECTION 26 29 13**  
**ENCLOSED CONTROLLERS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Enclosed NEMA controllers for low-voltage (600 V and less) applications:
  - 1. Manual motor starters.
- B. Overcurrent protective devices for motor controllers, including overload relays.

**1.2 RELATED REQUIREMENTS**

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: Identification products and requirements.
- D. Section 26 05 73 - Power System Studies: Additional criteria for the selection and adjustment of equipment and associated protective devices specified in this section.
- E. Section 26 28 13 - Fuses: Fuses for fusible switches.

**1.3 REFERENCE STANDARDS**

- A. IEEE C57.13 - IEEE Standard Requirements for Instrument Transformers; 2008.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2000 (R2005), with errata, 2008.
- E. NEMA ICS 6 - Industrial Control and Systems: Enclosures; 1993 (R2011).
- F. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); 2013.
- G. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 98 - Enclosed and Dead-Front Switches; Current Edition, Including All Revisions.
- J. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.



- K. UL 60947-1 - Low-Voltage Switchgear and Controlgear - Part 1: General Rules; Current Edition, Including All Revisions.
- L. UL 60947-4-1 - Low-Voltage Switchgear and Controlgear - Part 4-1: Contractors and Motor-starters - Electromechanical Contractors and Motor-starters; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

##### A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances required by NFPA 70.
2. Coordinate the work to provide motor controllers and associated overload relays suitable for use with the actual motors to be installed.
3. Coordinate the work to provide controllers and associated wiring suitable for interface with control devices to be installed.
4. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
5. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
6. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### 1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for motor controllers, enclosures, overcurrent protective devices, and other installed components and accessories.
- C. Shop Drawings: Indicate dimensions, voltage, controller sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
  1. Clearly indicate whether proposed short circuit current ratings are fully rated or, where acceptable, series rated systems.
  2. Include documentation of listed series ratings upon request.
  3. Include documentation demonstrating selective coordination upon request.
- D. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to internal components, enclosure, and finish.

1.8 FIELD CONDITIONS

- A. Maintain field conditions within required service conditions during and after installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Eaton Corporation: [www.eaton.com](http://www.eaton.com).
- B. General Electric Company: [www.geindustrial.com](http://www.geindustrial.com).
- C. Schneider Electric; Square D Products: [www.schneider-electric.us](http://www.schneider-electric.us).
- D. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Source Limitations: Furnish enclosed motor controllers and associated components produced by a single manufacturer and obtained from a single supplier.
  - 1. Motor-starting switches without overload protection may be produced by the same manufacturer as the wiring devices used for this project.

2.2 ENCLOSED CONTROLLERS

- A. Provide enclosed controller assemblies consisting of all required components, control power transformers, instrumentation and control wiring, accessories, etc. as necessary for a complete operating system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Description: Enclosed controllers complying with NEMA ICS 2, and listed and labeled as complying with UL 60947-1 and UL 60947-4-1; ratings, configurations and features as indicated on the drawings.
- D. Service Conditions:
  - 1. Provide controllers and associated components suitable for operation under the following service conditions without derating:

- a. Altitude:
    - 1) Class 1 Km Equipment (devices utilizing power semiconductors, e.g. variable frequency controllers): Less than 3,300 feet.
    - 2) Class 2 Km Equipment (electromagnetic and manual devices): Less than 6,600 feet.
  - b. Ambient Temperature: Between 32 degrees F and 104 degrees F.
2. Provide controllers and associated components suitable for operation at indicated ratings under the service conditions at the installed location.
- E. Short Circuit Current Rating:
1. Provide controllers with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
  2. Listed series ratings are acceptable, except where not permitted by motor contribution according to NFPA 70.
  3. Label equipment utilizing series ratings as required by NFPA 70.
- F. Conductor Terminations: Suitable for use with the conductors to be installed.
- G. Enclosures:
1. Comply with NEMA ICS 6.
  2. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Indoor Clean, Dry Locations: Type 1 or Type 12.
    - b. Outdoor Locations: Type 3R or Type 4.
  3. Finish: Manufacturer's standard unless otherwise indicated.
- H. Instrument Transformers:
1. Comply with IEEE C57.13.
  2. Select suitable ratio, burden, and accuracy as required for connected devices.
  3. Current Transformers: Connect secondaries to shorting terminal blocks.
  4. Potential Transformers: Include primary and secondary fuses with disconnecting means.
- I. Manual Motor Starters:
1. Description: NEMA ICS 2, Class A manually-operated motor controllers with overload relay(s).
  2. Configuration: Non-reversing unless otherwise indicated.
  3. Fractional-Horsepower Manual Motor Starters:
    - a. Furnish with toggle operator.

- b. Overload Relays: Bimetallic or melting alloy thermal type.
- c. Provide means for locking operator in the OFF position.
- d. Furnish Red ON indicating light where not within sight of equipment.

## 2.3 OVERCURRENT PROTECTIVE DEVICES

### A. Overload Relays:

- 1. Provide overload relays and, where applicable, associated current elements/heaters, selected according to actual installed motor nameplate data, in accordance with manufacturer's recommendations and NFPA 70; include consideration for motor service factor and ambient temperature correction, where applicable.
- 2. Inverse-Time Trip Class Rating: Class 20 unless otherwise indicated or required.
- 3. Trip-free operation.
- 4. Visible trip indication.
- 5. Resettable.
  - a. Employ manual reset unless otherwise indicated.
  - b. Do not employ automatic reset with two-wire control.
- 6. Bimetallic Thermal Overload Relays:
  - a. Interchangeable current elements/heaters.
  - b. Adjustable trip; plus/minus 10 percent of nominal, minimum.
  - c. Trip test function.
- 7. Melting Alloy Thermal Overload Relays:
  - a. Interchangeable current elements/heaters.

### B. Fusible Disconnect Switches:

- 1. Description: Quick-make, quick-break, dead-front fusible switch units complying with NEMA KS 1, and listed and labeled as complying with UL 98; ratings, configurations, and features as indicated on the drawings.
- 2. Fuse Clips: As required to accept indicated fuses.
- 3. Provide externally operable handle with means for locking in the OFF position. Provide means for locking switch cover in the closed position. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.

### C. Circuit Breakers:

- 1. Interrupting Capacity (not applicable to motor circuit protectors):

- a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than specified minimum requirements.
  - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
  - c. Series Rated Systems: Provide circuit breakers listed in combination with upstream devices to provide interrupting rating not less than the short circuit current rating indicated.
2. Molded Case Circuit Breakers:
- a. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers; listed and labeled as complying with UL 489; ratings, configurations, and features as indicated on the drawings.
    - 1) Provide thermal magnetic circuit breakers unless otherwise indicated.
  - b. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that ratings of enclosed controllers are consistent with the indicated requirements.
- B. Verify that mounting surfaces are ready to receive enclosed controllers.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install controllers in accordance with NECA 1 (general workmanship).
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required support and attachment components in accordance with Section 26 05 29.
- E. Install enclosed controllers plumb and level.
- F. Provide grounding and bonding in accordance with Section 26 05 26.
- G. Install all field-installed devices, components, and accessories.
- H. Provide fuses complying with Section 26 28 13 for fusible switches as indicated.
- I. Where accessories are not self-powered, provide control power source as indicated or as required to complete installation.

- J. Set field-adjustable controllers and associated components according to installed motor requirements, in accordance with manufacturer's recommendations and NFPA 70.
- K. Set field-adjustable circuit breaker tripping function settings as determined by overcurrent protective device coordination study performed in accordance with Section 26 05 73.
- L. Identify enclosed controllers in accordance with Section 26 05 53.

### 3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Motor Starters: Perform inspections and tests listed in NETA ATS, Section 7.16.1.1. Tests listed as optional are not required.
- D. Fusible Switches: Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.
- E. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for circuit breakers larger than \_\_\_\_\_ amperes. Tests listed as optional are not required.
- F. Correct deficiencies and replace damaged or defective enclosed controllers or associated components.

### 3.4 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

### 3.5 CLEANING

- A. Clean dirt and debris from controller enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

### 3.6 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. See Section 01 79 00 - Demonstration and Training, for additional requirements.

### 3.7 PROTECTION

- A. Protect installed enclosed controllers from subsequent construction operations.

**END OF SECTION**

**SECTION 26 51 00**  
**INTERIOR LIGHTING**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Interior luminaires.
- B. Emergency lighting units.
- C. Exit signs.
- D. Ballasts and drivers.
- E. Luminaire accessories.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- B. Section 26 05 33.16 - Boxes for Electrical Systems.
- C. Section 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: Identification products and requirements.
- D. Section 26 09 19 - Enclosed Contactors: Lighting contactors.
- E. Section 26 27 26 - Wiring Devices: Manual wall switches and wall dimmers.

1.3 REFERENCE STANDARDS

- A. ANSI C82.11 - American National Standard for Lamp Ballasts - High Frequency Fluorescent Lamp Ballasts - Supplements; 2011.
- B. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.
- C. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; Illuminating Engineering Society; 2015.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- E. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; 2006.
- F. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; 2006.
- G. NEMA LE 4 - Recessed Luminaires, Ceiling Compatibility; 2012.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. NFPA 101 - Life Safety Code; 2015.

- J. UL 844 - Luminaires for Use in Hazardous (Classified) Locations; Current Edition, Including All Revisions.
- K. UL 924 - Emergency Lighting and Power Equipment; Current Edition, Including All Revisions.
- L. UL 935 - Fluorescent-Lamp Ballasts; Current Edition, Including All Revisions.
- M. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- N. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

##### A. Coordination:

1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.
2. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
3. Coordinate the placement of exit signs with furniture, equipment, signage or other potential obstructions to visibility installed under other sections or by others.
4. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

#### 1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
  1. LED Luminaires:
    - a. Include estimated useful life, calculated based on IES LM-80 test data.
  2. Ballasts: Include wiring diagrams and list of compatible lamp configurations.
  3. Lamps: Include rated life, color temperature, color rendering index (CRI), and initial and mean lumen output.
  4. Fluorescent Emergency Power Supply Unit: Include list of compatible lamp configurations and associated lumen output.
- C. Certificates for Dimming Ballasts: Manufacturer's documentation of compatibility with dimming controls to be installed.



- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- E. Operation and Maintenance Data: Instructions for each product including information on replacement parts.

#### 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

#### 1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

#### 1.8 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

### PART 2 PRODUCTS

#### 2.1 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the drawings.

#### 2.2 LUMINAIRES

- A. Manufacturers:
  - 1. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Provide products that comply with requirements of NFPA 70.
- C. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- D. Provide products listed, classified, and labeled as suitable for the purpose intended.
- E. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- F. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.

- G. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- H. Recessed Luminaires:
  - 1. Ceiling Compatibility: Comply with NEMA LE 4.
  - 2. Luminaires Recessed in Insulated Ceilings: Listed and labeled as IC-rated, suitable for direct contact with insulation and combustible materials.
- I. Hazardous (Classified) Location Luminaires: Listed and labeled as complying with UL 844 for the classification of the installed location.
- J. LED Luminaires:
  - 1. Components: UL 8750 recognized or listed as applicable.
  - 2. Tested in accordance with IES LM-79 and IES LM-80.
  - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

## 2.3 EMERGENCY LIGHTING UNITS

- A. Manufacturers:
  - 1. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
- C. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
- D. Battery:
  - 1. Sealed maintenance-free lead calcium unless otherwise indicated.
  - 2. Size battery to supply all connected lamps, including emergency remote heads where indicated.
- E. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
- F. Provide low-voltage disconnect to prevent battery damage from deep discharge.
- G. Accessories:
  - 1. Provide compatible accessory mounting brackets where indicated or required to complete installation.

## 2.4 EXIT SIGNS

### A. Manufacturers - Powered and Self-Luminous Signs:

1. Substitutions: See Section 01 60 00 - Product Requirements.

### B. Description: Internally illuminated exit signs with LEDs unless otherwise indicated; complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.

1. Number of Faces: Single or double as indicated or as required for the installed location.
2. Directional Arrows: As indicated or as required for the installed location.

### C. Self-Powered Exit Signs:

1. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
2. Battery: Sealed maintenance-free nickel cadmium unless otherwise indicated.
3. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
4. Provide low-voltage disconnect to prevent battery damage from deep discharge.

## 2.5 BALLASTS AND DRIVERS

### A. Manufacturers:

1. Substitutions: See Section 01 60 00 - Product Requirements.
2. Manufacturer Limitations: Where possible, for each type of luminaire provide ballasts produced by a single manufacturer.

### B. Ballasts/Drivers - General Requirements:

1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.

### C. Dimmable LED Drivers:

1. Dimming Range: Continuous dimming from 100 percent to five percent relative light output unless dimming capability to lower level is indicated, without flicker.
2. Control Compatibility: Fully compatible with the dimming controls to be installed.

## 2.6 ACCESSORIES

- A. Stems for Suspended Luminaires: Steel tubing, minimum 1/2" size, factory finished to match luminaire or field-painted as directed.
- B. Threaded Rods for Suspended Luminaires: Zinc-plated steel, minimum 1/4" size, field-painted as directed.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

### 3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

### 3.3 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of luminaires provided under this section.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install products in accordance with manufacturer's instructions.
- D. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).
- E. Provide required support and attachment in accordance with Section 26 05 29.
- F. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- G. Suspended Ceiling Mounted Luminaires:
  - 1. Do not use ceiling tiles to bear weight of luminaires.
  - 2. Do not use ceiling support system to bear weight of luminaires unless ceiling support system is certified as suitable to do so.

3. Secure surface-mounted and recessed luminaires to ceiling support channels or framing members or to building structure.
4. Secure pendant-mounted luminaires to building structure.
5. Secure lay-in luminaires to ceiling support channels using listed safety clips at four corners.
6. In addition to ceiling support wires, provide two galvanized steel safety wire(s), minimum 12 gage, connected from opposing corners of each recessed luminaire to building structure.
7. See appropriate Division 9 section where suspended grid ceiling is specified for additional requirements.

H. Recessed Luminaires:

1. Install trims tight to mounting surface with no visible light leakage.
2. Non-IC Rated Luminaires: Maintain required separation from insulation and combustible materials according to listing.
3. Luminaires Recessed in Fire-Rated Ceilings: Install using accessories and firestopping materials to meet regulatory requirements for fire rating.

I. Suspended Luminaires:

1. Install using the suspension method indicated, with support lengths and accessories as required for specified mounting height.

J. Install accessories furnished with each luminaire.

K. Bond products and metal accessories to branch circuit equipment grounding conductor.

L. Emergency Lighting Units:

1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.

M. Exit Signs:

1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.

N. Install lamps in each luminaire.

### 3.4 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect each product for damage and defects.

- C. Operate each luminaire after installation and connection to verify proper operation.
- D. Test self-powered exit signs, emergency lighting units, and fluorescent emergency power supply units to verify proper operation upon loss of normal power supply.
- E. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

### 3.5 ADJUSTING

- A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.
- B. Aim and position adjustable emergency lighting unit lamps to achieve optimum illumination of egress path as required or as directed by Architect or authority having jurisdiction.
- C. Exit Signs with Field-Selectable Directional Arrows: Set as indicated or as required to properly designate egress path as directed by Architect or authority having jurisdiction.

### 3.6 CLEANING

- A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

### 3.7 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Just prior to Substantial Completion, replace all lamps that have failed.

### 3.8 PROTECTION

- A. Protect installed luminaires from subsequent construction operations.

**END OF SECTION**

# APPENDIX

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## DENG ANTITERRORISM PLAN FY 11

TAB 1 to APPENDIX 1 (FORCE PROTECTION GUIDANCE FOR CONTRACTING) to  
ANNEX I (SERVICE SUPPORT) to DENG ANTITERRORISM PLAN FY 11

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### **DEARNG SECURITY REQUIREMENTS & PROCEDURES**

#### 1. REQUIREMENTS

The DEARNG facilities has issued regulations to be observed by all Contractors, their subcontractors (if any), employees and other firms providing services for or otherwise assigned to, or working on, the Project in order to minimize disruption to daily operations, maintain security and to facilitate the construction processes. While working inside DEARNG facilities on a regular or an occasional basis, it must be clearly understood that DEARNG security requirements will at all times take precedence over construction operations. The Contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

#### 2. WORKING AT A DELAWARE NATIONAL GUARD INSTALLATIONS

a. In order for the DEARNG to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the DEANRG Contracting Officer after project has been awarded during the pre-construction meeting, including their name, social security number, age, sex, and date of birth. This list shall include all sub-contractors (if any), and any vendors requiring access to facilities during project construction of the DEARNG facilities. The Contracting Officer will submit a list to the Director of Military Support for review. The Director of Military Support will have background checks conducted and will provide the contracting officer with an approved, or rejected, personnel list. All badges and accesses will be issue by Director of Military Support.

b. Workers will not be permitted in DENG Facilities without approval and proper identification.

c. All tools, equipment, and supplies, shall be removed from the facilities daily or secured in a pre-approved containment system approved by the contracting officer.

d. Weapons of any type are not permitted.

e. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility each day. Past projects being completed during increased security levels at a DENG facility may take between one half to one hour to enter or leave the facility.

f. Contractor is also advised that only limited movement will be permitted while inside the DENG facilities.

g. Contractors are requested to notify the Contracting Officer upon arrival and termination of worker's services in order that the identification card on file can be pulled and rendered inactive.

h. Completion of "A" Short Form is required for all employees (see next page for "A" Short Form).





**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.

**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 the 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.

**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 NCB 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.)*

**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.



**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.

DENG-TAG

SUBJECT: TAG Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy

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.

DENG-TAG

SUBJECT: TAG Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy

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.

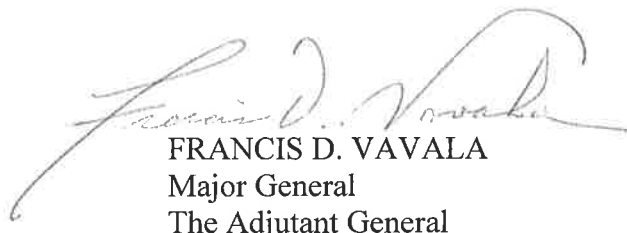
f. Violations of this policy will be reported to the appropriate chain of command. Violators may be subject to discipline based on the reasons and standards set forth in the Technician Personnel Regulations (TPR), TAG Policies, Collective Bargaining Agreements (CBA), or other applicable laws, regulations, 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 DelaWELL 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>



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