

STATE OF DELAWARE  
DELAWARE ARMY NATIONAL GUARD  
MC7601000127

SPECIFICATIONS  
FOR  
DEMOLITION PHASE 1 AND PHASE 2

AT  
WILMINGTON READINESS CENTER  
1<sup>ST</sup> REGIMENT ROAD  
WILMINGTON, DE 19808

PREPARED  
BY

StudioJAED Architects & Engineers  
2500 Wrangle Hill Road, Suite 110  
Bear, DE 19701  
Project No. 19054

ISSUED FOR  
BIDDING / CONSTRUCTION  
June 26, 2020

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**SEALS PAGE**

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## INVITATION TO BID

Sealed bids for **DEARNG Contract No. 2019-16 – Wilmington Readiness Center Partial Building Demolition**, will be received by the Delaware Army National Guard, will be received by the Delaware Army National Guard at the Security Officers desk in the Main Lobby of the Armed Forces Reserve Center, 1 Vavala Way, New Castle, Delaware, 19720 until **2:00 PM local time on Wednesday, September 23, 2020**, 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.

This project involves demolition of approximately 23,258 square feet of the Wilmington Readiness Center.

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

A **MANDATORY** Pre-Bid Meeting will be held on **September 3, 2020, at 10:00 AM** at the Wilmington Readiness Center, First Regiment Road, Wilmington, DE 19808 for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Delaware Army National Guard, Biden National Guard/Reserve Center, 1 Vavala Way, New Castle, Delaware, 19720, ATTN: Brittney M. Poore. The outer envelope should clearly indicate: **DEARNG CONTRACT NO. 2019-16 –Wilmington Readiness Center Partial Building Demolition - SEALED BID - DO NOT OPEN.**

Contract documents may be obtained by mailing a check to the office of Studio JAED, 2500 Wrangle Hill Road, Suite 110, Bear, DE 19711, phone (302) 832-1652, upon receipt of \$100.00 per electronic copy, nonrefundable. In-person pick-up is not currently available. Checks are to be made payable to "Studio JAED"

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.

**END OF SECTION**

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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 SECTION**

**BID FORM**

Wilmington Readiness Center Demolition Phase 1 and 2  
DE ARMY NATIONAL GUARD  
MC7601000127

**For Bids Due:** \_\_\_\_\_ (DATE)

**To:** Mr. Mark Orndorff  
Delaware Army National Guard  
Biden National Guard/Reserve Center  
One Vavala Way  
New Castle, DE 19720

**Name of Bidder:** \_\_\_\_\_

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

**(Other License Nos.):** \_\_\_\_\_

**Phone No.:** (     ) \_\_\_\_\_ - \_\_\_\_\_ **Fax No.:** (     ) \_\_\_\_\_ - \_\_\_\_\_

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

\$ \_\_\_\_\_  
(\$ \_\_\_\_\_ )

The above base bid includes a ten thousand dollars (\$ 10,000) contingency allowance.

**ALTERNATES**

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply.

Not Used

**BID FORM**

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**UNIT PRICES**

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

UNIT PRICE: None

**ALLOWANCES**

Allowances are included as follows:

Allowance No. 1: \$10,000 for general contingencies and repairs, the balance of which is to be returned to owner by credit change order at project conclusion.

NOT FOR BIDDING

**BID FORM**

Wilmington Readiness Center Demolition Phase 1 and 2  
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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 210 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: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

**ATTACHMENTS**

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

**BID FORM**

Wilmington Readiness Center Demolition Phase 1 and 2  
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**SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor's full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (\*) next to any additional third-tier contractors, and submit it with your bid.

| <u>Subcontractor Category</u> | <u>Subcontractor</u> | <u>Address (City &amp; State)</u> | <u>Subcontractors tax-payer ID #<br/>or Delaware Business license #</u> |
|-------------------------------|----------------------|-----------------------------------|---|
| 1.                            | _____                | _____                             | _____   |
| A.                            | _____                | _____                             | _____   |
| B.                            | _____                | _____                             | _____   |
| C.                            | _____                | _____                             | _____   |
| 2.                            | _____                | _____                             | _____   |
| A.                            | _____                | _____                             | _____   |
| B.                            | _____                | _____                             | _____   |
| C.                            | _____                | _____                             | _____   |

**BID FORM**

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3. \_\_\_\_\_

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

4. \_\_\_\_\_

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

5. \_\_\_\_\_

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

**BID FORM**

Wilmington Readiness Center Demolition Phase 1 and 2  
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**NON-COLLUSION 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 DEARNG *Contract Number 2018-07* 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.**

**BID FORM**

Wilmington Readiness Center Demolition Phase 1 and 2  
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**AFFIDAVIT  
OF  
EMPLOYEE DRUG TESTING PROGRAM**

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

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

**Contractor/Subcontractor Name:** \_\_\_\_\_

**Contractor/Subcontractor Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Authorized Representative (typed or printed):** \_\_\_\_\_

**Authorized Representative (signature):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

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

**BID FORM**

Wilmington Readiness Center Demolition Phase 1 and 2  
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**AFFIDAVIT  
OF  
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

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

**Contractor 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.**

**BID FORM**

Wilmington Readiness Center Demolition Phase 1 and 2  
DE ARMY NATIONAL GUARD  
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**AFFIDAVIT OF  
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training is defined as “an apprenticeship program approved by and registered with any State apprenticeship agency or the United States Department of Labor.”<sup>1</sup> A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at <https://det.delawareworks.com/apprenticeship/>. Information pertaining to subcontractor craft training programs shall be provided by the contractor prior to contract execution. If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: [apprenticeship@delaware.gov](mailto:apprenticeship@delaware.gov).

In accordance with Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if **all** of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code.

**Craft(s)** \_\_\_\_\_

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

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

**Contractor/Subcontractor Program  
Registration Number** \_\_\_\_\_

On this line also indicate whether DE, Other State (identify) or US Registration Number

**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.**  
**END OF BID FORM**

<sup>1</sup> Title 29, Chapter 69, Section 6902(7) of the Delaware Code.

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NOT FOR BIDDING

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 MC7601000127**, to be paid to the **State** for the use and benefit of  
**Delaware Army National Guard** 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 **Delaware Army National Guard** 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 **Delaware Army National Guard** 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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NOT FOR BIDDING

**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.

NOT FOR BIDDING

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NOT FOR BIDDING



# AIA® Document A101™ – 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)

Sample Project

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™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–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.

**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.)*

[ ] 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 Zero Dollars and Zero Cents (\$ 0.00 ), 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.)*

## 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.)*

**§ 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.)*

## § 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.)*

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)

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/



# Document A101™ – 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™–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.

#### 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™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

**§ 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 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.

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*(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,

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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.

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**§ A.3.2.2** 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 |
|----------|--------|
|          |        |

**§ 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:

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

The following supplements modify the "Standard Form of Agreement Between Owner and Constructor," 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 SECTION**

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

The following supplements modify the “Standard Form of Agreement Between Owner and Contractor,” AIA Document A101-2017 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.

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## PERFORMANCE BOND

### STATE OF DELAWARE OFFICE OF MANAGEMENT AND BUDGET

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 **Delaware Army National Guard** (“**Owner**”), 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:

**PAYMENT BOND**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

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 **Delaware Army National Guard** (“**Owner**”), 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:

## **APPLICATION AND CERTIFICATE FOR PAYMENT**

The Application and Certificate for Payment are as stated in the American Institute of Architects Document AIA G702 & AIA G703 (1992 version) entitled Application and Certificate for Payment and is part of this project manual as if herein written in full. A draft sample has been included for reference.

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## Application and Certificate for Payment

TO OWNER: PROJECT: sample

APPLICATION NO: 001

Distribution to:

OWNER:

PERIOD TO:

CONTRACT FOR: General Construction

ARCHITECT:

FROM

VIA ARCHITECT:

CONTRACT DATE:

CONTRACTOR:

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.

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.

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           |

### 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

# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

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

**ALLOWANCE AUTHORIZATION**

**Project:** Wilmington Readiness Center Demolition Phase 1 and 2

**Architect:** StudioJAED Architects & Engineers

**Contract No.** MC7601000127

**Contractor:**

**AAA No.:**

**Initiation Date:**

**The Allowance is allocated as follows:**

Allowance No. 1: \$10,000 for General Contingencies and Repairs.

Total original Contract Allowance was: \$ 10,000.00  
Amount of Contract Allowance Access previously authorized: \$  
Adjusted Contract Allowance prior to this authorization is: \$  
The amount of available Allowance will Decrease by this Access Authorization: \$  
The remaining Contract Allowance, after this Access Authorization will be: \$

**Recommended by:  
Architect**

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

**Accepted by:  
Contractor**

**Approved by:  
Owner**

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

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

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### Closeout Document Checklist

**Project:** Delaware Army National Guard - Wilmington Readiness Center Demolition Phase 1 and 2

**Date:**

1. 2 original Form G704 Substantial Completion
2. 2 original Form G706 Affidavit of Payment of Debts and Claims
3. 2 original Form 706A Release of Liens Contractor / Subcontractor
4. 2 original Form 707 Consent of Surety Company
5. 3 original Final Payment App
6. Meeting Minutes
7. General Correspondence
8. Certificate of Occupancy
9. Environmental Certificates
10. 2 original of Warranties ( Letter of Guarantee and Warranty Info)
11. 2 O&M Manuals
12. 2 Hard Copy of As-Built Drawings
13. 2 sets of drawing discs. Updated CAD files
14. Occupancy Permits
15. Test & Balancing Reports
16. Field Reports/Inspection Reports
17. Pest Control Final Inspection Report & Warranty (Slabs over 400SF)
18. 2 original Substantial Completion Form
19. 2 sets of Record Shop Drawings and submittals
20. Affidavit of Discharge of State Tax Liability
21. Copy of completed final punch list signed off on by Owner's Rep
22. Punch list Closeout Letter.

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GENERAL CONDITIONS TO THE CONTRACT

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)

Sample

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

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

### TABLE OF ARTICLES

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- 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.

Init.

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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.

**§ 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.

**§ 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.

§ 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.

## 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.

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.

§ 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.

**§ 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.

### § 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.

§ 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

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

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.

#### **§ 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

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;

- .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.

**§ 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.

§ 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.

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## SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT

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:

"2.3.6 The 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."

"3.3.4 The 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."

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

#### 3.4 LABOR AND MATERIALS

Add the Following Sections:

"3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the 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 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 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 subSections 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 SECTION**

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### **WAGE RATE DETERMINATION SCHEDULE**

The Delaware Department of Labor Division of Industrial Affairs has established the category and associated prevailing wage rate for this project. The project approved prevailing wage rate determination schedule follows.

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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 HEAVY CONSTRUCTION EFFECTIVE MARCH 13, 2020

| CLASSIFICATION                    | NEW CASTLE | KENT  | SUSSEX |
|-----------------------------------|------------|-------|--------|
| ASBESTOS WORKERS                  | 23.54      | 20.70 | 45.02  |
| BOILERMAKERS                      | 82.52      | 34.21 | 62.76  |
| BRICKLAYERS                       | 73.45      | 63.07 | 26.53  |
| CARPENTERS                        | 56.46      | 56.46 | 44.83  |
| CEMENT FINISHERS                  | 46.44      | 25.94 | 19.32  |
| DIVER                             | 88.31      | -     | -      |
| DIVER TENDER                      | 95.04      | -     | -      |
| ELECTRICAL LINE WORKERS           | 78.46      | 78.05 | 68.87  |
| ELECTRICIANS                      | 72.49      | 72.49 | 72.49  |
| GLAZIERS                          | 21.75      | 18.89 | 12.79  |
| INSULATORS                        | 59.68      | 59.68 | 59.68  |
| IRON WORKERS                      | 67.70      | 64.93 | 67.70  |
| LABORERS                          | 49.20      | 49.20 | 49.20  |
| MILLWRIGHTS                       | 76.83      | 76.83 | 61.93  |
| PAINTERS                          | 85.91      | 85.91 | 85.91  |
| PILEDRIVERS                       | 79.62      | 41.92 | 32.62  |
| PLASTERERS                        | 20.48      | 17.80 | 12.02  |
| PLUMBERS/PIPEFITTERS/STEAMFITTERS | 92.63      | 82.92 | 19.06  |
| POWER EQUIPMENT OPERATORS         | 73.29      | 73.29 | 73.29  |
| SHEET METAL WORKERS               | 32.73      | 20.31 | 19.07  |
| SPRINKLER FITTERS                 | 35.28      | 13.36 | 11.06  |
| TRUCK DRIVERS                     | 34.05      | 21.96 | 23.72  |

CERTIFIED: 06/05/2020

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) ~~431-3429~~ 761-8200

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

**PROJECT:** MC7601000127 19054 Wilmington Readiness Center - Partial Building Demo, New Castle County

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NOT FOR BIDDING

## GENERAL REQUIREMENTS

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

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

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 direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).

7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor,

direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.

- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the 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, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable

value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

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

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

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

|                 |   |   |
|-----------------|---|---|
| Bodily Injury   | \$500,000<br>\$1,000,000<br>\$1,000,000 | for each person<br>for each occurrence<br>aggregate |
| Property Damage | \$500,000<br>\$1,000,000                | for each occurrence<br>aggregate                    |

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

|                 |   |   |
|-----------------|---|---|
| Bodily Injury   | \$500,000<br>\$1,000,000<br>\$1,000,000 | for each person<br>for each occurrence<br>aggregate |
| Property Damage | \$500,000<br>\$500,000                  | for each occurrence<br>aggregate                    |

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

|                 |                            |  |
|-----------------|----------------------------|--|
| Bodily Injury   | \$1,000,000<br>\$1,000,000 | for each person<br>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 Delaware Archaeological Board 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 in the State Museum.
- 13.5 GLASS REPLACEMENT AND CLEANING
- 13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.
- 13.6 WARRANTY
- 13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

#### **ARTICLE 14: TERMINATION OF CONTRACT**

- 14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.
- 14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF SECTION

## FEDERAL REGULATIONS – ARTICLE VIII

Article VIII follows.

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**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 NGB ARI.~~

~~The State covenants and agrees that it will comply with the Davis-Bacon (40 U.S.C. 276 a to a-7) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). All rulings and interpretations of the Davis-Bacon Act contained in 29 CFR Part 5 are incorporated by reference in this MCCA. As applied to this MCCA, the Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the Federal Government provides assistance funding for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a provision that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.~~

**Section 815. National Historic Preservation.** *(Any construction, acquisition, modernization, or other activity that may impact a historic property.)*

The State covenants and agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, *et seq.*), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559).

*(36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)*

**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.

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### **DRUG TESTING FORMS**

The Office of Management and Budget (OMB) has developed the 4014 regulations as part of the Delaware Code that requires Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part without public funds pursuant to 29 **Del.C.** §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated for reference into the Contract awarded pursuant to 29 **Del.C.** §6962. Sample copies of Testing Report Forms maintained and/or submitted pursuant to the requirements of 4104 regulations for this Project are included herewith.

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**DRUG TESTING FORMS**  
**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).

**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.**

## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.01 PROJECT

- A. Project Name: Delaware Army National Guard - Wilmington Readiness Center - Demolition, Phase I and II.
- B. Owner's Name: Delaware Army National Guard.
- C. Architect's Name: StudioJAED.
- D. The Project generally consists of the alteration of the following.
  - 1. Demolition of a building wing and associated built site elements.
  - 2. Site regrading and seeding.

##### 1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract base on a Stipulated Price.

##### 1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 41 00.
- B. Scope of alterations work is indicated on drawings.
- C. Renovate the following areas, complete including operational mechanical and electrical work:
  - 1. Demolish designated portion of the west wing as shown on the drawings, including but not limited to walls, finishes, footings, slabs, mechanical, electrical, plumbing, ect..
  - 2. Construct new building facade and wall infill at end of existing building..
  - 3. Improve site by adding new fill and regrading at demolished building and install new chain link fence..
- D. Plumbing: Alter existing system and add new construction, keeping existing in operation.
- E. HVAC: Alter existing system and add new construction, keeping existing in operation.
- F. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- G. Fire Alarm: Alter existing system and add new construction, keeping existing in operation.
- H. Security System: Alter existing system and add new construction, keeping existing in operation.

##### 1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

##### 1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to work areas shown on drawings..
  - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
  - 1. Owner occupancy.
  - 2. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:

1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.
- E. Utility Outages and Shutdown:
1. Limit disruption of utility services to hours the building is unoccupied.
  2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
  3. Prevent accidental disruption of utility services to other facilities.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 10 00**

NOT FOR BIDDING

**SECTION 01 20 00**  
**PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Price and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

**1.02 SCHEDULE OF VALUES**

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization.
- E. Include separately from each line item, a direct proportional amount of contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Submit a printed application on AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet
- B. Payment Period: Submit at intervals stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

- I. Submit three copies of each Application for Payment.
- J. Include the following with the application:
  - 1. Transmittal letter as specified for Submittals in Section 01 30 00.
  - 2. Construction progress schedule, revised and current as specified in Section 01 30 00.
  - 3. Current construction photographs specified in Section 01 30 00.
  - 4. Partial release of liens from major Subcontractors and vendors.
  - 5. Project record documents as specified in Section 01 7800, for review by Owner which will be returned to the Contractor.
  - 6. Affidavits attesting to off-site stored products.
- K. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

#### **1.04 MODIFICATION PROCEDURES**

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others.
- B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to the contractor.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
  - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications. Contractor shall prepare and submit a fixed price quotation within 5 days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
  - 1. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
  - 2. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
  - 3. For change ordered by Architect without a quotation from the contractor, the amount will be determined by Architect based on the contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.

- b. Dates and times work was performed, and by whom.
  - c. Time records and wage rates paid.
  - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
  - I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
  - J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
  - K. Promptly enter changes in Project Record Documents.

**1.05 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Price, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 70 00.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 20 00**

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**SECTION 01 21 00  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Cash allowances.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

**1.03 CASH ALLOWANCES**

- A. Costs Included in Cash Allowances: Cost of product, less applicable trade discounts, cost of delivery, handling, and labor for installation. .

**1.04 CONTINGENCY ALLOWANCE**

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

**1.05 ALLOWANCES SCHEDULE**

- A. Allowance #1 - Owner's Contingency Allowance: \$10,000 (Ten Thousand Dollars).

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 21 00**

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**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Coordination drawings.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Requests for Interpretation (RFI) procedures.
- J. Submittal procedures.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract, OMB and Architect.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
- D. StudioJAED will record minutes and distribute copies after meeting to participants and those affected by decisions made.

**3.02 SITE MOBILIZATION MEETING**

- A. Owner will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's Superintendent.
  - 5. Contractor's Project Manager.
  - 6. Major Subcontractors.

- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements and occupancy prior to completion.
  - 3. Construction facilities and controls provided by Contractor and Owner.
  - 4. Security and housekeeping procedures.
  - 5. Schedules.
  - 6. Application for payment procedures.
  - 7. Procedures for maintaining record documents.
  - 8. Requirements for start-up of equipment.
- D. StudioJAED will record minutes and distribute copies after meeting to participants and those affected by decisions made.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, and Architect, as appropriate to agenda topics for each meeting.
- C. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Maintenance of progress schedule.
  - 7. Corrective measures to regain projected schedules.
  - 8. Planned progress during succeeding work period.
  - 9. Maintenance of quality and work standards.
  - 10. Effect of proposed changes on progress schedule and coordination.
  - 11. Other business relating to Work.
- D. StudioJAED will record minutes and distribute copies after meeting to participants and those affected by decisions made.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.05 COORDINATION DRAWINGS**

- A. Provide information required by Project Coordinator for preparation of coordination drawings.

- B. Review drawings prior to submission to Architect.

### 3.06 REQUESTS FOR INTERPRETATION (RFI)

- A. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- B. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
  2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
    - c. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
- C. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  2. Discrete and consecutive RFI number, and descriptive subject/title.
  3. Issue date, and requested reply date.
- D. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- E. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
1. Indicate current status of every RFI. Update log promptly and on a regular basis.
  2. Note dates of when each request is made, and when a response is received.
  3. Highlight items requiring priority or expedited response.
  4. Highlight items for which a timely response has not been received to date.
- F. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.

3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### **3.07 SUBMITTAL SCHEDULE**

- A. Submit to Architect for review a schedule for submittals in tabular format.
  1. Submit at the same time as the preliminary schedule specified in Section - 01 32 16 - Construction Progress Schedule.
  2. Coordinate with Contractor's construction schedule and schedule of values.
  3. Format schedule to allow tracking of status of submittals throughout duration of construction.
  4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
  5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
    - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

### **3.08 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

### **3.09 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturer's instructions.
  6. Manufacturer's field reports.
  7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

### **3.10 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. When the following are specified in individual sections, submit them at project closeout:
  1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.

4. Bonds.
5. Other types as indicated.

B. Submit for Owner's benefit during and after project completion.

### **3.11 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.12 SUBMITTAL PROCEDURES**

- A. Submittals to be electronic.
- B. Transmit each submittal with approved form.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

### **3.13 SUBMITTAL REVIEW**

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Architect's and consultants' actions on items submitted for review:
  1. Authorizing purchasing, fabrication, delivery, and installation:
    - a. "Approved", or language with same legal meaning.
    - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
      - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
    - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.

2. Not Authorizing fabrication, delivery, and installation:
- E. Architect's and consultants' actions on items submitted for information:
  1. Items for which no action was taken:
    - a. "Received" - to notify the Contractor that the submittal has been received for record only.
  2. Items for which action was taken:
    - a. "Reviewed" - no further action is required from Contractor.

**END OF SECTION 01 30 00**

NOT FOR BIDDING

**SECTION 01 35 53**  
**SECURITY PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Security measures including entry control.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: use of premises.
- B. Section 01 50 00 - Temporary Facilities and Controls: Temporary lighting, site fence, and barriers and enclosures.

**1.03 SECURITY PROGRAM**

- A. Protect Work, existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program in coordination with Owner's existing security procedures at project mobilization.
- C. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security.

**1.04 ENTRY CONTROL**

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 35 53**

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**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. References and standards.
- B. Control of installation.
- C. Tolerances.
- D. Testing and inspection services.
- E. Manufacturers' field services.

**1.02 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

**3.02 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

**3.03 TESTING AND INSPECTION**

- A. See individual specification sections for testing required.
- B. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- C. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

**3.04 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and operation as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

**3.05 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

**END OF SECTION 01 40 00**

**SECTION 01 42 16**  
**DEFINITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

**1.02 DEFINITIONS**

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 42 16**

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**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.

**1.02 TEMPORARY UTILITIES**

- A. Owner will provide the following:
  - 1. Electrical power and metering, consisting of connection to existing facilities.
  - 2. Water supply, consisting of connection to existing facilities.
  - 3. Contactor shall make connections at location approved by the Owner. Contractor shall distribute services to construction site.
- B. Existing facilities may not be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

**1.03 TELECOMMUNICATIONS SERVICES**

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.

**1.04 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

**1.05 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- C. Traffic Controls: Coordinate with the Owner.

**1.06 FENCING**

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

**1.07 EXTERIOR ENCLOSURES**

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

**1.08 INTERIOR ENCLOSURES**

- A. Provide temporary partitions as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing, plywood and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

**1.09 SECURITY**

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

**1.10 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.

**1.11 WASTE REMOVAL**

- A. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site daily.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

**1.12 PROJECT SIGNS - SEE SECTION 01 58 13**

**1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 50 00**

**SECTION 01 57 13**  
**TEMPORARY EROSION AND SEDIMENT CONTROL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

**1.02 PERFORMANCE REQUIREMENTS**

- A. Comply with requirements of EPA (NPDES) for erosion and sedimentation control, as specified by the NPDES, for Phases I and II, and in compliance with requirements of Construction General Permit (CGP), whether the project is required by law to comply or not.
- B. Also comply with all more stringent requirements of State of Delaware Erosion and Sedimentation Control Manual.
- C. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports.
- D. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
- E. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- F. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
  - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
  - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- G. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
  - 1. Control movement of sediment and soil from temporary stockpiles of soil.
  - 2. Prevent development of ruts due to equipment and vehicular traffic.
  - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- H. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
  - 1. Prevent windblown soil from leaving the project site.
  - 2. Prevent tracking of mud onto public roads outside site.
  - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
  - 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- I. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.

1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
  2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- J. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- K. Open Water: Prevent standing water that could become stagnant.
- L. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

### 1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Erosion and Sedimentation Control Plan:
1. Include:
    - a. Site plan identifying soils and vegetation, existing erosion problems, and areas vulnerable to erosion due to topography, soils, vegetation, or drainage.
    - b. Site plan showing grading; new improvements; temporary roads, traffic accesses, and other temporary construction; and proposed preventive measures.
    - c. Where extensive areas of soil will be disturbed, include storm water flow and volume calculations, soil loss predictions, and proposed preventive measures.
    - d. Schedule of temporary preventive measures, in relation to ground disturbing activities.
    - e. Other information required by law.
    - f. Format required by law is acceptable, provided any additional information specified is also included.
  2. Obtain the approval of the Plan by authorities having jurisdiction.
  3. Obtain the approval of the Plan by Owner.
- C. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

### 3.02 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

### 3.03 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
1. Width: As required; 20 feet, minimum.
  2. Length: 50 feet, minimum.
  3. Provide at each construction entrance from public right-of-way.

4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of silt fences.
  1. Provide linear sediment barriers:
    - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
  2. Space sediment barriers with the following maximum slope length upslope from barrier:
    - a. Slope of Less Than 2 Percent: 100 feet..
    - b. Slope Between 2 and 5 Percent: 75 feet.
    - c. Slope Between 5 and 10 Percent: 50 feet.
    - d. Slope Between 10 and 20 Percent: 25 feet.
    - e. Slope Over 20 Percent: 15 feet.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
  1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
  2. Straw bale row blocking entire inlet face area; anchor into pavement.
- E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
  1. Cover with polyethylene film, secured by placing soil on outer edges.
  2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
- I. Temporary Seeding: Use where temporary vegetated cover is required.

### 3.04 INSTALLATION

- A. Traffic-Bearing Aggregate Surface:
  1. Excavate minimum of 6 inches.
  2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
  3. Place and compact at least 6 inches of 1 1/2 to 3 1/2 inch diameter stone.
- B. Silt Fences:
  1. Store and handle fabric in accordance with ASTM D4873/D4873M.
  2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
  3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
  4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.
  5. Install with top of fabric at nominal height and embedment as specified.
  6. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
  7. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.

- C. Straw Bale Rows:
  - 1. Install bales in continuous rows with ends butting tightly, with one bale at each end of row turned uphill.
  - 2. Install bales so that bindings are not in contact with the ground.
  - 3. Embed bales at least 4 inches in the ground.
  - 4. Anchor bales with at least two stakes per bale, driven at least 18 inches into the ground; drive first stake in each bale toward the previously placed bale to force bales together.
  - 5. Fill gaps between ends of bales with loose straw wedged tightly.
  - 6. Place soil excavated for trench against bales on the upslope side of the row, compacted.
- D. Temporary Seeding:
  - 1. When hydraulic seeder is used, seedbed preparation is not required.
  - 2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
  - 3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft.
  - 4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft.
  - 5. Incorporate fertilizer into soil before seeding.
  - 6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
  - 7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
  - 8. Repeat irrigation as required until grass is established.

### 3.05 MAINTENANCE

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
  - 1. Promptly replace fabric that deteriorates unless need for fence has passed.
  - 2. Remove silt deposits that exceed one-third of the height of the fence.
  - 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Straw Bale Rows:
  - 1. Promptly replace bales that fall apart or otherwise deteriorate unless need has passed.
  - 2. Remove silt deposits that exceed one-half of the height of the bales.
  - 3. Repair bale rows that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- E. Clean out temporary sediment control structures weekly and relocate soil on site.
- F. Place sediment in appropriate locations on site; do not remove from site.

### 3.06 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Architect.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

**END OF SECTION 01 57 13**

**SECTION 01 58 13**  
**TEMPORARY PROJECT SIGNAGE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project identification sign.
- B. Project informational signs.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: Responsibility to provide signs.

**PART 2 PRODUCTS**

**2.01 SIGN MATERIALS**

- A. Structure and Framing: New, wood, structurally adequate.
- B. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inch thick, standard large sizes to minimize joints.
- C. Rough Hardware: Galvanized.

**2.02 PROJECT IDENTIFICATION SIGN**

- A. One painted sign of construction, design, and content indicated on drawings, location designated.
- B. Content:
  - 1. Project number, title, logo and name of Owner as indicated on Contract Documents.
  - 2. Names and titles of authorities.
  - 3. Name of Prime Contractor.

**2.03 PROJECT INFORMATIONAL SIGNS**

- A. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering to provide legibility at 100 foot distance.
- B. Provide at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.

**2.04 SIGNS, SIGNALS, AND DEVICES**

- A. Stock Post Mounted and Wall Mounted Traffic Control and Informational Signs:

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Erect at designated location.
- B. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
- C. Install sign surface plumb and level, with butt joints. Anchor securely.
- D. Paint exposed surfaces of sign, supports, and framing.

**3.02 MAINTENANCE**

- A. Maintain signs and supports clean, repair deterioration and damage.

**3.03 REMOVAL**

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

**END OF SECTION 01 58 13**

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**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Re-use of existing products.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

**2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where all other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
  - 3. Have a published GreenScreen Chemical Hazard Analysis.
- C. Motors: Refer to Section 22 05 13 - Common Motor Requirements for Plumbing Equipment, NEMA MG 1 Type. Specific motor type is specified in individual specification sections.
- D. Motors: Refer to Section 23 05 13 - Motor Requirements for HVAC and Plumbing Equip, NEMA MG 1 Type. Specific motor type is specified in individual specification sections.

**2.03 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions:  
Submit a request for substitution for any manufacturer not named.

#### **2.04 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

### **PART 3 EXECUTION**

#### **3.01 SUBSTITUTION PROCEDURES**

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Substitutions will be considered when a product, through no fault of the Contractor, becomes unavailable or unsuitable due to regulatory change.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- E. Substitution Submittal Procedure:
  - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

#### **3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

#### **3.03 STORAGE AND PROTECTION**

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.

- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.
- F. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- G. For exterior storage of fabricated products, place on sloped supports above ground.
- H. Provide off-site storage and protection when site does not permit on-site storage or protection.
  - 1. Execute a formal supplemental agreement between Owner and Contractor allowing off-site storage, for each occurrence.
- I. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- J. Comply with manufacturer's warranty conditions, if any.
- K. Do not store products directly on the ground.
- L. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- M. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- N. Prevent contact with material that may cause corrosion, discoloration, or staining.
- O. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- P. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION 01 60 00**

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## SECTION 01 61 16

### VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Requirements for VOC-Content-Restricted products.

##### 1.02 DEFINITIONS

- A. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings.
  - 2. Interior adhesives and sealants, including flooring adhesives.
- B. Interior of Building: Anywhere inside the exterior weather barrier.
- C. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- D. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

##### 1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

##### 1.04 QUALITY ASSURANCE

- A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
  - 1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Report of laboratory testing performed in accordance with requirements.
- B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
  - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
  - 2. Joint Sealants: SCAQMD 1168 Rule.
  - 3. Paints and Coatings: Each color; most stringent of the following:
    - a. 40 CFR 59, Subpart D.
    - b. SCAQMD 1113 Rule.
    - c. CARB (SCM).

#### PART 3 EXECUTION

##### 3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.

- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

**END OF SECTION 01 61 16**

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**SECTION 01 70 00**  
**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, except payment procedures.
- H. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 79 00 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections
- E. Section 07 84 00 - Firestopping.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.

**1.04 PROJECT CONDITIONS**

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into adjacent building areas, into atmosphere and over adjacent property.
- D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- E. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- F. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

- G. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

#### **1.05 COORDINATION**

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.

### **PART 2 PRODUCTS**

#### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

#### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.

- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### 3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### 3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  - 4. Verify that abandoned services serve only abandoned facilities.
  - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.

2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

### **3.05 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
  2. Fit products together to integrate with other work.
  3. Provide openings for penetration of mechanical, electrical, and other services.
  4. Match work that has been cut to adjacent work.
  5. Repair areas adjacent to cuts to required condition.
  6. Repair new work damaged by subsequent work.
  7. Remove samples of installed work for testing when requested.
  8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- J. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  2. Match color, texture, and appearance.

3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.06 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.07 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

### **3.08 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.09 DEMONSTRATION AND INSTRUCTION**

- A. See Section 01 79 00 - Demonstration and Training.

### **3.10 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 05 93.

### **3.11 FINAL CLEANING**

- A. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- B. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.12 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
- B. Notify Architect when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.
- G. Provided completed documentation as follows:
  - 1. Consent to Surety of Final Payment
  - 2. Certificate of Substantial Completion
  - 3. Contractor Satisfaction of Debt and Claims
  - 4. Release of Liens for the Contractor, his Subcontractors, and his Suppliers

### **3.13 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION 01 70 00**

## SECTION 01 74 19 CONSTRUCTION WASTE MANAGEMENT

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.

#### 1.2 DEFINITIONS

- A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
  - 1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
  - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

#### 1.3 SUBMITTALS

- A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the **Notice to Proceed**.
- B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit 3 copies of report.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of **75%** CDL waste, by weight, from the landfill by one, or a combination of the following activities:
1. Salvage
  2. Reuse
  3. Source-Separated CDL Recycling
  4. Co-mingled CDL Recycling
- B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
1. Acoustical ceiling tiles
  2. Asphalt
  3. Asphalt shingles
  4. Cardboard packaging
  5. Carpet and carpet pad
  6. Concrete
  7. Drywall
  8. Fluorescent lights and ballasts
  9. Land clearing debris (vegetation, stumpage, dirt)
  10. Metals
  11. Paint (through hazardous waste outlets)
  12. Wood
  13. Plastic film (sheeting, shrink wrap, packaging)
  14. Window glass
  15. Wood
  16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

#### 1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.
- D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
    - a. Owner
    - b. Architect
    - c. Contractor's superintendent
    - d. Major subcontractors
    - e. Waste Management Coordinator

- f. Other concerned parties.
2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
  - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
  - b. Review requirements for documenting quantities of each type of waste and its disposition.
  - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - e. Review waste management requirements for each trade.
3. Minutes: Record discussion. Distribute meeting minutes to all participants.  
Note: If there is a Project Architect, they will perform this role.

**1.6 WASTE MANAGEMENT PLAN – Contactor shall develop and document the following:**

- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
- B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
  1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
  2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
    - a. Contracting with a deconstruction specialist to salvage materials generated,
    - b. Selective salvage as part of demolition contractor's work,
    - c. Reuse of materials on-site or sale or donation to a third party.
  3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
    - a. Requiring subcontractors to take their CDL waste to a recycling facility;
    - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved 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.

END OF SECTION

NOT FOR BIDDING

| <b>WASTE MANAGEMENT PROGRESS REPORT</b>  |   |  |  |        |
|--|---|--|--|--------|
| <b>MATERIAL CATEGORY</b>   | <b>DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL</b> | <b>DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE</b> |  |        |
|  |   | Recycled   | Salvaged                                       | Reused |
| 1. Acoustical Ceiling Tiles  |   |  |  |        |
| 2. Asphalt   |   |  |  |        |
| 3. Asphalt Shingles  |   |  |  |        |
| 4. Cardboard Packaging   |   |  |  |        |
| 5. Carpet and Carpet Pad   |   |  |  |        |
| 6. Concrete  |   |  |  |        |
| 7. Drywall   |   |  |  |        |
| 8. Fluorescent Lights and Ballasts   |   |  |  |        |
| 9. Land Clearing Debris (vegetation, stumpage, dirt)                                       |   |  |  |        |
| 10. Metals   |   |  |  |        |
| 11. Paint (through hazardous waste outlets)  |   |  |  |        |
| 12. Wood   |   |  |  |        |
| 13. Plastic Film (sheeting, shrink wrap, packaging)  |   |  |  |        |
| 14. Window Glass   |   |  |  |        |
| 15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard) |   |  |  |        |
| 16. Other (insert description)   |   |  |  |        |
| 17. Other (insert description)   |   |  |  |        |
| <b>Total (In Weight)</b>   |   | <b>(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)</b>               |  |        |
|  |   | <b>Percentage of Waste Diverted</b>                          | <b>(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)</b> |        |

**SECTION 01 78 00**  
**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.

- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.

- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

### **3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Operation and maintenance data.
    - c. Field quality control data.
    - d. Photocopies of warranties and bonds.

### **3.06 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.

- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

**END OF SECTION 01 78 00**

NOT FOR BIDDING

**SECTION 01 79 00**  
**DEMONSTRATION AND TRAINING**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
  - 1. HVAC systems and equipment.
  - 2. Plumbing equipment.
  - 3. Electrical systems and equipment.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 78 00 - Closeout Submittals: Operation and maintenance manuals.
- B. Other Specification Sections: Additional requirements for demonstration and training.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures; except:
  - 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
  - 2. Submit one copy to the Commissioning Authority, not to be returned.
  - 3. Make commissioning submittals on time schedule specified by Commissioning Authority.
  - 4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2003 preferred.
- B. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit to Architect for transmittal to Owner.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
  - 1. Include applicable portion of O&M manuals.
  - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
  - 3. Provide 2 copies of each training manual to be included with operation and maintenance data.
- D. Training Reports:
  - 1. Identification of each training session, date, time, and duration.
  - 2. Sign-in sheet showing names and job titles of attendees.
  - 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
  - 4. Include Commissioning Authority's formal acceptance of training session.

**1.04 QUALITY ASSURANCE**

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
  - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
  - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 DEMONSTRATION - GENERAL**

- A. Demonstration may be combined with Owner personnel training if applicable.
- B. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
  - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

### **3.02 TRAINING - GENERAL**

- A. Conduct training on-site unless otherwise indicated.
- B. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.
- C. Provide training in minimum two hour segments.
- D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
  - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  - 3. Typical uses of the O&M manuals.
- F. Product- and System-Specific Training:
  - 1. Review the applicable O&M manuals.
  - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
  - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  - 6. Discuss common troubleshooting problems and solutions.
  - 7. Discuss any peculiarities of equipment installation or operation.
  - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  - 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  - 10. Review spare parts and tools required to be furnished by Contractor.
  - 11. Review spare parts suppliers and sources and procurement procedures.

- G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

**END OF SECTION 01 79 00**

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**SECTION 02 41 00  
DEMOLITION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Building demolition .
- B. Selective demolition of built site elements.
- C. Selective demolition of building elements for alteration purposes.
- D. Legal disposal of demolished items.

**1.02 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

**1.03 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

**1.04 PROJECT CONDITIONS**

- A. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

**PART 2 PRODUCTS -- NOT USED**

**PART 3 EXECUTION**

**3.01 SCOPE**

- A. As indicated on Drawings and herein specified.
  - 1. Remove the designated portion of the west wing as shown on the drawings.
  - 2. Remove associated site improvements as shown on the drawings.
  - 3. Outside area of new construction, remove foundation walls and footings to a minimum of 2 feet below finished grade.
  - 4. Remove foundation walls and footings in their entirety.
  - 5. Remove concrete slabs on grade as indicated on drawings.
  - 6. Remove manholes and manhole covers, curb inlets and catch basins.
  - 7. Remove fences and gates.
  - 8. Remove creosote-treated wood utility poles.

**3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with other requirements specified in Section 01 70 00 Execution and Closeout Requirements.
- B. Comply with applicable codes and regulations for demolition operations and safety of the public.
  - 1. Obtain required permits.
  - 2. Comply with applicable requirements of NFPA 241.
  - 3. Use of explosives is not permitted.
  - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 5. Provide, erect, and maintain temporary dust proof partitions/wall assembly barriers and security devices.

6. Use adequate physical barriers and wall assemblies to prevent access to areas that could be hazardous to workers or the public.
  7. Conduct operations to minimize effects on and interference with adjacent construction and occupants.
  8. Do not close or obstruct means of egress corridors, roadways or sidewalks without permit.
  9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- C. Do not begin removal until receipt of notification to proceed from Owner.
  - D. Do not begin removal until built elements to be salvaged or relocated have been removed.
  - E. Protect existing structures and other elements that are not to be removed.
    1. Prevent movement or settlement of adjacent structures.
    2. Stop work immediately if adjacent structures appear to be in danger.
  - F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
  - G. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
  - H. Perform demolition in a manner that maximizes salvage and recycling of materials.
    1. Comply with requirements of Section 01 74 19 - Waste Management.
    2. Dismantle existing construction and separate materials.
    3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

### 3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without permission from the Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without permission from the Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary. Call "Miss Utility" (1-800-257-7777) at least 48 hours prior to starting work.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

### 3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  1. Verify that construction and utility arrangements are as indicated.
  2. Report discrepancies to Architect before disturbing existing installation.
  3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions and wall assemblies during demolition and construction.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
  - 1. At areas of demolition and transition, remove materials and finishes including, but not limited to, rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings and notes.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. Verify that abandoned services serve only abandoned facilities before removal.
  - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- F. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removal neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.
  - 5. Patch to match existing at areas of transition and demolition unless noted and/or scheduled otherwise.

### **3.05 EXISTING SUBSURFACE CONDITIONS**

- A. Verify existing pavement material and respective thicknesses during pre-bid inspection. Obtain written authorization from the Owner before conducting test hole explorations of existing pavements within the project site. Conditions existing during prebid inspections will not be altered or modified.

### **3.06 EXISTING PAVEMENTS**

- A. Demolish existing pavements to limits indicated. Neatly cut existing bituminous concrete pavement to straight, smooth and sharp edges perpendicular to pavement surface

### **3.07 EXISTING WALKS**

- A. Demolish existing walks to the nearest joint to limits indicated on the contract documents.

### **3.08 EXISTING CURBING**

- A. Demolish existing curbing to the nearest joint to limits indicated on the contract documents.

### **3.09 MISCELLANEOUS**

- A. Demolish additional miscellaneous existing site improvements indicated, specified and required to construct project.

### **3.10 EXISTING UNDERGROUND UTILITY DEMOLITION**

- A. Excavate and expose existing underground utilities and related structures designated for, or as required to implement, removals.

- B. Excavating, Filling and Grading. Remove existing utility structure castings. Backfill excavations, upon completion of utility demolition operations.

**3.11 EXISTING SITE IMPROVEMENTS DEMOLITION**

- A. Existing Subsurface Conditions: Verify existing pavement materials and respective thicknesses during pre-bid inspection. Obtain written authorization from the Owner before conducting test hole explorations of existing pavements within the project site. Conditions existing during prebid inspections will not be altered or modified.
- B. Existing Pavements: Demolish existing pavements to limits indicated. Neatly cut existing bituminous concrete pavement to straight, smooth and sharp edges perpendicular to pavement surface.
- C. Existing Walks: Demolish existing walks to the nearest joint to limits indicated on the contract documents.
- D. Existing Curbing: Demolish existing curbing to the nearest joint to limits indicated on the contract documents.
- E. Miscellaneous: Demolish additional miscellaneous existing site improvements indicated, specified and required to construct project.

**3.12 REMOVE DEBRIS, AND TRASH FROM SITE.**

- A. Remove from site all materials not to be reused on site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.
- D. See Section 01 78 39 Construction Waste Management and Disposal.

**END OF SECTION 02 41 00**

**SECTION 03 10 00**  
**CONCRETE FORMING AND ACCESSORIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Formwork for cast-in place concrete, with shoring, bracing and anchorage.
- B. Openings for other work.
- C. Form accessories.
- D. Form stripping.

**1.02 RELATED REQUIREMENTS**

- A. Section 03 20 00 - Concrete Reinforcing.

**1.03 REFERENCE STANDARDS**

- A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
- B. ACI 347R - Guide to Formwork for Concrete.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- D. PS 1 - Structural Plywood.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

**1.05 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 347, ACI 301, and ACI 318.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver prefabricated forms and installation instructions in manufacturer's packaging.
- B. Store prefabricated forms off ground in ventilated and protected manner to prevent deterioration from moisture.

**PART 2 PRODUCTS**

**2.01 FORMWORK - GENERAL**

- A. Provide concrete forms, accessories, shoring, and bracing as required to accomplish cast-in-place concrete work.
- B. Design and construct to provide resultant concrete that conforms to design with respect to shape, lines, and dimensions.

**2.02 WOOD FORM MATERIALS**

- A. Softwood Plywood: PS 1, B-B High Density Concrete Form Overlay, Class I.
- B. Lumber: HEM-FIR species; #2 grade; with grade stamp clearly visible.

**2.03 REMOVABLE PREFABRICATED FORMS**

- A. Preformed Steel Forms: Minimum 16 gage matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.

**2.04 FORMWORK ACCESSORIES**

- A. Form Release Agent: Capable of releasing forms from hardened concrete without staining or discoloring concrete or forming bugholes and other surface defects, compatible with concrete and form materials, and not requiring removal for satisfactory bonding of coatings to be applied.

- B. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

#### **3.02 ERECTION - FORMWORK**

- A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Align joints and make watertight. Keep form joints to a minimum.
- E. Obtain approval before framing openings in structural members that are not indicated on drawings.
- F. Provide fillet strips on external corners of beams, joists, and columns.
- G. Install void forms in accordance with manufacturer's recommendations. Protect forms from moisture or crushing.
- H. Coordinate this section with other sections of work that require attachment of components to formwork.
- I. If formwork is placed after reinforcement, resulting in insufficient concrete cover over reinforcement, request instructions from Architect before proceeding.

#### **3.03 APPLICATION - FORM RELEASE AGENT**

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

#### **3.04 INSERTS, EMBEDDED PARTS, AND OPENINGS**

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
- B. Locate and set in place items that will be cast directly into concrete.
- C. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.
- D. Install accessories in accordance with manufacturer's instructions, so they are straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

#### **3.05 FIELD QUALITY CONTROL**

- A. Do not reuse wood formwork more than 2 times for concrete surfaces to be exposed to view. Do not patch formwork.

**3.06 FORM REMOVAL**

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms to prevent damage to form materials or to fresh concrete. Discard damaged forms.

**END OF SECTION 03 10 00**

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**SECTION 03 20 00**  
**CONCRETE REINFORCING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Reinforcing steel for cast-in-place concrete.
- B. Supports and accessories for steel reinforcement.

**1.02 RELATED REQUIREMENTS**

- A. Section 03 10 00 - Concrete Forming and Accessories.
- B. Section 03 30 00 - Cast-in-Place Concrete.

**1.03 REFERENCE STANDARDS**

- A. ACI SP-66 - ACI Detailing Manual.
- B. ASTM A185/A185M - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
- C. CRSI (DA4) - Manual of Standard Practice.

**1.04 SUBMITTALS**

See Section 01 30 00 - Administrative Requirements, for submittal procedures.

- A. Manufacturer's Certificate: Certify that reinforcing steel and accessories, products supplied for this project meet or exceed specified requirements.

**1.05 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 301.
  - 1. Maintain one copy of each document on project site.
- B. Provide Architect with access to fabrication plant to facilitate inspection of reinforcement. Provide notification of commencement and duration of shop fabrication in sufficient time to allow inspection.

**PART 2 PRODUCTS**

**2.01 REINFORCEMENT**

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).
  - 1. Plain billet-steel bars.
  - 2. Unfinished.
- B. Steel Welded Wire Reinforcement: Galvanized ASTM A 185/A 185M, plain type.
  - 1. Flat Sheets.
  - 2. Mesh Size: 6 x 6.
  - 3. Wire Gage: 10 /10.
  - 4. Mesh Size and Wire Gage: As indicated on drawings.

**2.02 RE-BAR SPLICING:**

- A. Coupler Systems: Mechanical devices for splicing reinforcing bars; capable of developing full steel reinforcing design strength in tension and compression.
- B. Dowel Bar Splicer with Dowel-Ins: Mechanical devices for connecting dowels; capable of developing full steel reinforcing design strength in tension and compression.
- C. Grout: Cementitious, non-metallic, non-shrink grout for use with manufacturer's grout sleeve reinforcing bar coupler system.

**2.03 FABRICATION**

- A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.

- B. Locate reinforcing splices not indicated on drawings at point of minimum stress.
  - 1. Review locations of splices with Architect.

**PART 3 EXECUTION**

**3.01 PLACEMENT**

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Accommodate placement of formed openings.
- C. Conform to applicable code for concrete cover over reinforcement.

**3.02 FIELD QUALITY CONTROL**

- A. Inspect installed reinforcement for conformance to contract documents before concrete placement.

**END OF SECTION 03 20 00**

**SECTION 03 30 00**  
**CAST-IN-PLACE CONCRETE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Slabs on grade.
- B. Concrete foundation walls and footings.
- C. Joint devices associated with concrete work.
- D. Concrete curing.

**1.02 RELATED REQUIREMENTS**

- A. Section 03 10 00 - Concrete Forming and Accessories: Forms and accessories for formwork.
- B. Section 03 20 00 - Concrete Reinforcing.
- C. See Structural Drawings for additional Project Specifications. If Conflicting Project Specifications arise, the Project Specifications on the Structural Drawings govern.

**1.03 REFERENCE STANDARDS**

- A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
- B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.
- C. ACI 211.2 - Standard Practice for Selecting Proportions for Structural Lightweight Concrete.
- D. ACI 301 - Specifications for Structural Concrete.
- E. ACI 302.1R - Guide to Concrete Floor and Slab Construction.
- F. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete.
- G. ACI 305R - Guide to Hot Weather Concreting.
- H. ACI 308R - Guide to External Curing of Concrete.
- I. ACI 318 - Building Code Requirements for Structural Concrete and Commentary.
- J. ACI 347R - Guide to Formwork for Concrete.
- K. ASTM C33/C33M - Standard Specification for Concrete Aggregates.
- L. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- M. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
- N. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete.
- O. ASTM C150/C150M - Standard Specification for Portland Cement.
- P. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
- Q. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete.
- R. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- S. ASTM C330/C330M - Standard Specification for Lightweight Aggregates for Structural Concrete.
- T. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
- U. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.

- V. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete.
- W. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
- X. ASTM C1116/C1116M - Standard Specification for Fiber-Reinforced Concrete.
- Y. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
- Z. ASTM D994/D994M - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- AA. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
- AB. ASTM E154/E154M - Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.
- AC. ASTM E1155 - Standard Test Method for Determining F(F) Floor Flatness and F(L) Floor Levelness Numbers.
- AD. ASTM E1993/E1993M - Standard Specification for Bituminous Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs.
- AE. COE CRD-C 513 - COE Specifications for Rubber Waterstops.
- AF. NSF 61 - Drinking Water System Components - Health Effects.
- AG. NSF 372 - Drinking Water System Components - Lead Content.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
- C. Mix Design: Submit proposed concrete mix design.
  - 1. Indicate proposed mix design complies with requirements of ACI 301, Section 4 - Concrete Mixtures.
  - 2. Indicate proposed mix design complies with requirements of ACI 318, Chapter 5 - Concrete Quality, Mixing and Placing.
- D. Samples: Submit samples of underslab vapor retarder to be used.
- E. Test Reports: Submit report for each test or series of tests specified.
- F. Manufacturer's Installation Instructions: For concrete accessories, indicate installation procedures and interface required with adjacent construction.
- G. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.
- H. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

#### **1.05 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. For slabs required to include moisture vapor reduction admixture (MVRA), do not proceed with placement unless manufacturer's representative is present for every day of placement.

#### **1.06 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

- B. Slabs with Moisture Vapor Reducing Admixture (MVRA): Provide warranty to cover the cost of flooring failures due to moisture migration from slabs for life of the concrete.
  - 1. Include cost of repair or removal of failed flooring, placement of topical moisture remediation system, and replacement of flooring with comparable flooring system.
  - 2. Provide warranty by manufacturer of MVRA matching terms of flooring adhesive or primer manufacturer's material defect warranty.
- C. Moisture Emission Reducing Curing and Sealing Compound: Provide warranty to cost of flooring delamination failures for 10 years.
  - 1. Include cost of repair or removal of failed flooring, remediation with a moisture vapor impermeable surface coating, and replacement of flooring with comparable flooring system.

## **PART 2 PRODUCTS**

### **2.01 FORMWORK**

- A. Comply with requirements of Section 03 10 00.

### **2.02 REINFORCEMENT**

- A. Comply with requirements of Section 03 20 00.

### **2.03 CONCRETE MATERIALS**

- A. Cement: ASTM C150, Type I - Normal Portland type.
  - 1. Acquire all cement for entire project from same source.
- B. Fine and Coarse Aggregates: ASTM C 33.
  - 1. Acquire all aggregates for entire project from same source.
- C. Lightweight Aggregate: ASTM C330/C330M.
- D. Water: Clean and not detrimental to concrete.
- E. Fiber Reinforcement: Alkali-resistant polypropylene complying with ASTM C1116/C1116M.
  - 1. Fiber Length: 0.25 inch, nominal.
  - 2. Products:
    - a. Forta Corporation; FORTA-FERRO: [www.forta-ferro.com/#sle](http://www.forta-ferro.com/#sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.04 ADMIXTURES**

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260/C260M.
- C. High Range Water Reducing and Retarding Admixture: ASTM C494/C494M Type G.
- D. Fiber Reinforcing Admixture:
  - 1. Products:
    - a. GCP Applied Technologies; STRUX 90/40: [www.gcpat.com/sle](http://www.gcpat.com/sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Moisture Vapor Reduction Admixture (MVRA): Liquid, inorganic admixture free of volatile organic compounds (VOCs) and formulated to close capillary systems formed during curing to reduce moisture vapor emission and transmission, with no adverse effect on concrete properties.
  - 1. Provide admixture in all slabs to receive adhesively applied flooring .
  - 2. Products:
    - a. Barrier One, Inc; Barrier One Moisture Vapor Reduction Admixture: [www.barrierone.com/#sle](http://www.barrierone.com/#sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

- F. Waterproofing Admixture: Admixture formulated to reduce permeability to liquid water, with no adverse effect on concrete properties.
  - 1. Admixture Composition: Crystalline, functioning by growth of crystals in capillary pores.
  - 2. Potable Water Contact Approval: NSF certification for use on structures holding potable water, based on testing in accordance with NSF 61 and NSF 372.
  - 3. Products:
    - a. PENETRON International, Ltd, distributed by GCP Applied Technologies; PENETRON Admix: [www.penetron.com](http://www.penetron.com); [www.gcpat.com/#sle](http://www.gcpat.com/#sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.05 ACCESSORY MATERIALS

- A. Underslab Waterproofing and Vapor Retarder: Semi-rigid bituminous membrane, seven-ply, complying with ASTM E1993.
  - 1. Composition: Weather-resistant coated, permanently bonded bituminous core board composed of an inner core, suspended and sealed within high melt point asphalt-impregnated felt, with glass mat liner and polyethylene anti-stick sheet.
  - 2. Permeance: 0.002 perms, maximum.
  - 3. Puncture Resistance: 90 pounds-force, minimum, when tested in accordance with ASTM E154/E154M.
  - 4. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.
  - 5. Products:
    - a. W.R. Meadows, Inc.; PRECON-Blindside/Underslab Membrane: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Non-Shrink Cementitious Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
  - 1. ASTM C1107/C1107M; Grade A, B, or C.
  - 2. Flowable Products:
    - a. Dayton Superior Corporation; Sure-Grip High Performance Grout: [www.daytonsuperior.com/#sle](http://www.daytonsuperior.com/#sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.06 BONDING AND JOINTING PRODUCTS

- A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059/C1059M, Type II.
  - 1. Products:
    - a. Kaufman Products Inc.; SureBond: [www.kaufmanproducts.net/#sle](http://www.kaufmanproducts.net/#sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Epoxy Bonding System:
- C. Waterproofing Admixture Slurry: Slurry coat of Portland cement, sand, and crystalline waterproofing additive, mixed with water in proportions recommended by manufacturer to achieve waterproofing at cold joints in concrete.
- D. Waterstops: Rubber, complying with COE CRD-C 513.
- E. Reglets: Formed steel sheet, galvanized, with temporary filler to prevent concrete intrusion during placement.
- F. Slab Isolation Joint Filler: 1/2 inch thick, height equal to slab thickness, with removable top section that will form 1/2 inch deep sealant pocket after removal.
  - 1. Material: ASTM D1751, cellulose fiber.

- G. Slab Contraction Joint Device: Preformed linear strip intended for pressing into wet concrete to provide straight route for shrinkage cracking.
- H. Slab Construction Joint Devices: Combination keyed joint form and screed, galvanized steel, with minimum 1 inch diameter holes for conduit or rebars to pass through at 6 inches on center; ribbed steel stakes for setting.

## 2.07 CURING MATERIALS

- A. Evaporation Reducer: Liquid thin-film-forming compound that reduces rapid moisture loss caused by high temperature, low humidity, and high winds; intended for application immediately after concrete placement.
- B. Curing Compound, Naturally Dissipating: Clear, water-based, liquid membrane-forming compound; complying with ASTM C309.
- C. Curing and Anti-Spalling Compound: Boiled linseed oil compound.
  - 1. Application: Use on roadway, bridge deck, parking deck, and ramps.
  - 2. Products:
    - a. Dayton Superior Corporation; Anti Spall J33: [www.daytonsuperior.com/#sle](http://www.daytonsuperior.com/#sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Resin Curing Compound: Solvent-based liquid, white pigmented, membrane-forming.
  - 1. For use on exterior slabs. When slab will be painted, sealed, topped, or receive other applied finish, completely remove curing compound after curing is complete and before finish coatings are applied.
  - 2. Products:
    - a. Dayton Superior Corporation; White Resin Cure J10W: [www.daytonsuperior.com/#sle](http://www.daytonsuperior.com/#sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Curing and Sealing Compound, Moisture Emission Reducing: Liquid, membrane-forming, clear sealer, for application to newly placed concrete; capable of providing adequate bond for flooring adhesives, initially and over the long term; with sufficient moisture vapor impermeability to prevent deterioration of flooring adhesives due to moisture emission.
  - 1. Use this product to cure and seal all slabs to receive adhesively applied flooring or roofing.
  - 2. Comply with ASTM C309 and ASTM C1315 Type I Class A.
  - 3. VOC Content: Less than 100 g/L.
  - 4. Solids Content: 25 percent, minimum.
  - 5. Products:
    - a. Floor Seal Technology, Inc; VaporSeal 309 System: [www.floorseal.com/#sle](http://www.floorseal.com/#sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Curing and Sealing Compound: Liquid, membrane-forming, clear, non-yellowing acrylic; complying with ASTM C309.
  - 1. Products:
    - a. BRICKFORM; BRICKFORM Gem Cure and Seal 309 - 100 VOC: [www.brickform.com/#sle](http://www.brickform.com/#sle).

## 2.08 CONCRETE MIX DESIGN

- A. Proportioning Structural Lightweight Concrete: Comply with ACI 211.2 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
  - 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
- C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.

- D. Fiber Reinforcement: Add to mix at rate of 1.5 pounds per cubic yard, or as recommended by manufacturer for specific project conditions.
- E. Structural Lightweight Concrete:
  - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch.
  - 2. Water-Cement Ratio: Maximum 40 percent by weight.
  - 3. Total Air Content: 3 percent, determined in accordance with ASTM C173/C173M.
  - 4. Maximum Slump: 3 inches.
  - 5. Maximum Aggregate Size: 5/8 inch.
  - 6. Maximum dry unit weight: 115 lb per cubic foot.

## 2.09 MIXING

- A. Transit Mixers: Comply with ASTM C94/C94M.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

### 3.02 PREPARATION

- A. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
  - 1. Use epoxy bonding system for bonding to damp surfaces, for structural load-bearing applications, and where curing under humid conditions is required.
  - 2. Use latex bonding agent only for non-load-bearing applications.
- B. Where new concrete with integral waterproofing is to be bonded to previously placed concrete, prepare surfaces to be treated in accordance with waterproofing manufacturer's instructions. Saturate cold joint surface with clean water, and remove excess water before application of coat of waterproofing admixture slurry. Apply slurry coat uniformly with semi-stiff bristle brush at rate recommended by waterproofing manufacturer.
- C. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- D. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Lap joints minimum 6 inches. Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.
  - 1. Vapor Retarder Over Granular Fill: Install compactible granular fill before placing vapor retarder as shown on the drawings. Do not use sand.

### 3.03 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Place concrete for floor slabs in accordance with ACI 302.1R.
- C. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- D. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.
- E. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

### 3.04 SLAB JOINTING

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
  - 1. Install wherever necessary to separate slab from other building members, including columns, walls, equipment foundations, footings, stairs, manholes, sumps, and drains.
- D. Load Transfer Construction and Contraction Joints: Install load transfer devices as indicated; saw cut joint at surface as indicated for contraction joints.
- E. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch thick blade and cut at least 1 inch deep but not less than one quarter (1/4) the depth of the slab.
- F. Contraction Joint Devices: Use preformed joint device, with top set flush with top of slab.
- G. Construction Joints: Where not otherwise indicated, use metal combination screed and key form, with removable top section for joint sealant.

### 3.05 FLOOR FLATNESS AND LEVELNESS TOLERANCES

- A. Maximum Variation of Surface Flatness:
  - 1. Exposed Concrete Floors: 1/4 inch in 10 ft.
  - 2. Under Seamless Resilient Flooring: 1/4 inch in 10 ft.
  - 3. Under Carpeting: 1/4 inch in 10 ft.
- B. Correct the slab surface if tolerances are less than specified.
- C. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

### 3.06 CONCRETE FINISHING

- A. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
  - 1. Other Surfaces to Be Left Exposed: "Steel trowel" as described in ACI 302.1R, minimizing burnish marks and other appearance defects.

### 3.07 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Surfaces Not in Contact with Forms:
  - 1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
  - 2. Final Curing: Begin after initial curing but before surface is dry.

### 3.08 FIELD QUALITY CONTROL

- A. Provide free access to concrete operations at project site and cooperate with appointed firm.
- B. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- C. Tests of concrete and concrete materials may be performed at any time to ensure conformance with specified requirements.
- D. Compressive Strength Tests: ASTM C39/C39M. For each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cu yd or less of each class of concrete placed.

- E. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.
- F. Slab Testing: Cooperate with manufacturer of specified moisture vapor reduction admixture (MVRA) to allow access for sampling and testing concrete for compliance with warranty requirements.

**3.09 DEFECTIVE CONCRETE**

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

**3.10 PROTECTION**

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

**END OF SECTION 03 30 00**

**SECTION 04 05 11**  
**MASONRY MORTARING AND GROUTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Mortar for unit masonry.

**1.02 RELATED REQUIREMENTS**

- A. Section 04 20 00 - Unit Masonry: Installation of mortar and grout.

**1.03 REFERENCE STANDARDS**

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries.
- B. ACI 530.1/ASCE 6/TMS 602 - Specification for Masonry Structures; American Concrete Institute International.
- C. ASTM C5 - Standard Specification for Quicklime for Structural Purposes.
- D. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
- E. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
- F. ASTM C150/C150M - Standard Specification for Portland Cement.
- G. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- H. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
- I. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
- J. ASTM C476 - Standard Specification for Grout for Masonry.
- K. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
- L. ASTM C1019 - Standard Test Method for Sampling and Testing Grout.
- M. ASTM C1072 - Standard Test Method for Measurement of Masonry Flexural Bond Strength.
- N. ASTM C1314 - Standard Test Method for Compressive Strength of Masonry Prisms.
- O. ASTM E518/E518M - Standard Test Methods for Flexural Bond Strength of Masonry.
- P. IMIAWC (CW) - Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.
- Q. IMIAWC (HW) - Recommended Practices & Guide Specifications for Hot Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.

**1.04 SUBMITTALS**

- A. Product Data: Include design mix based on the Proportion specification of ASTM C 270 is to be used.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

**1.05 QUALITY ASSURANCE**

- A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the contract documents.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

### 1.07 FIELD CONDITIONS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

## PART 2 PRODUCTS

### 2.01 MORTAR AND GROUT APPLICATIONS

- A. At Contractor's option, mortar and grout may be field-mixed from packaged dry materials, made from factory premixed dry materials with addition of water only, or ready-mixed.

### 2.02 MATERIALS

- A. Mortar for Exterior Brick Veneer: Workrite Colored Masonry Cement WR2380.
- B. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C387/C387M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
  - 1. Color: Standard gray.
- C. Packaged Dry Material for Grout for Masonry: Premixed cementitious materials and dried aggregates; capable of producing grout of the specified strength in accordance with ASTM C476 with the addition of water only.
- D. Portland Cement: ASTM C150.
  - 1. Type: Type I - Normal.
  - 2. Color: Standard gray.
- E. Masonry Cement: ASTM C91.
  - 1. Type: Type N.
- F. Portland Cement: ASTM C 150, Type I - Normal; color as required to produce approved color sample. Color must match existing building mortar color.
- G. Hydrated Lime: ASTM C207, Type S.
- H. Quicklime: ASTM C5, non-hydraulic type.
- I. Mortar Aggregate: ASTM C144.
- J. Grout Aggregate: ASTM C404.
- K. Water: Clean and potable.
- L. Accelerating Admixture: Nonchloride type for use in cold weather.

### 2.03 MORTAR MIXES

- A. Mortar for Unit Masonry: ASTM C270, Proportion Specification.
  - 1. Interior, loadbearing masonry: Type S.
  - 2. Interior, non-loadbearing masonry: Type N.

### 2.04 MORTAR MIXING

- A. Thoroughly mix mortar ingredients using mechanical batch mixer, in accordance with ASTM C270 and in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. If water is lost by evaporation, re-temper only within two hours of mixing.
- D. Use mortar within two hours after mixing at temperatures of 90 degrees F, or two-and-one-half hours at temperatures under 40 degrees F.

## **2.05 GROUT MIXING**

- A. Mix grout in accordance with ASTM C94/C94M.
- B. Add admixtures in accordance with manufacturer's instructions; mix uniformly.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Apply bonding agent to existing Masonry surfaces.
- B. Plug clean-out holes for grouted masonry with block masonry units. Brace masonry to resist wet grout pressure.

### **3.02 INSTALLATION**

- A. Install mortar and grout to requirements of section(s) in which masonry is specified.
- B. Work grout into masonry cores and cavities to eliminate voids.
- C. Do not install grout in lifts greater than 16 inches without consolidating grout by rodding.
- D. Do not displace reinforcement while placing grout.
- E. Remove excess mortar from grout spaces.

### **3.03 GROUTING**

- A. Perform all grouting by means of low-lift technique. Do not employ high-lift grouting.
- B. Low-Lift Grouting:
  - 1. Limit height of pours to 16 inches.
  - 2. Limit height of masonry to 16 inches above each pour.
  - 3. Pour grout only after vertical reinforcing is in place; place horizontal reinforcing as grout is poured. Prevent displacement of bars as grout is poured.
  - 4. Place grout for each pour continuously and consolidate immediately; do not interrupt pours for more than 1-1/2 hours.

**END OF SECTION 04 05 11**

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**SECTION 04 20 00**  
**UNIT MASONRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete Block.
- B. Clay Facing Brick.
- C. Reinforcement and Anchorage.
- D. Installing Flashings.
- E. Lintels.
- F. Accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01 78 39 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- C. Section 03 30 00 - Cast-in-Place Concrete: Reinforcing steel.
- D. Section 04 05 11 - Masonry Mortaring and Grouting.
- E. Section 05 50 00 - Metal Fabrications: Loose steel lintels and fabricated steel items.
- F. Section 07 27 27 - Fluid Applied Air and Vapor Barrier System.
- G. Section 07 21 00 - Thermal Insulation: Insulation for cavity spaces.
- H. Section 07 84 00 - Firestopping: Firestopping at penetrations of fire-rated masonry and at top of fire-rated walls.
- I. Section 07 92 00 - Joint Sealants: Sealing control and expansion joints.
- J. See Structural Drawings for additional Project Specifications. If Conflicting Project Specifications arise, the Project Specifications on the Structural Drawings govern.

**1.03 REFERENCE STANDARDS**

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries.
- B. ACI 530.1/ASCE 6/TMS 602 - Specification For Masonry Structures; American Concrete Institute International.
- C. ASTM A82/A82M - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
- D. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- E. ASTM A580/A580M - Standard Specification for Stainless Steel Wire.
- F. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
- G. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
- H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- I. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- J. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction.

- K. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale).
- L. ASTM C67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.
- M. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units.
- N. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units.
- O. ASTM C140/C140M - Standard Test Methods of Sampling and Testing Concrete Masonry Units and Related Units.
- P. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
- Q. ASTM C150/C150M - Standard Specification for Portland Cement.
- R. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- S. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made From Clay or Shale).
- T. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
- U. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
- V. ASTM C476 - Standard Specification for Grout for Masonry.
- W. ASTM C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).
- X. ASTM C744 - Standard Specification for Prefaced Concrete and Calcium Silicate Masonry Units.
- Y. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
- Z. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures.
- AA. IMIABC (CW) - Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.
- AB. IMIABC (HW) - Recommended Practices & Guide Specifications for Hot Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.
- AC. UL (FRD) - Fire Resistance Directory.

#### **1.04 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Samples: Submit four samples of facing brick and concrete block units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units and brick meet or exceed specified requirements.
- E. Certify that C.M.U. masonry units used in firewall assemblies are of minimum equivalent thickness of 4" and that there is no calcereous or siliceous gravel aggregate used.

#### **1.05 QUALITY ASSURANCE**

- A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the contract documents.
  - 1. Maintain one copy of each document on project site.
- B. Fire Rated Assemblies: Conform to applicable code for UL Assembly No.

### 1.06 MOCK-UP

- A. Construct 4 foot by 4 foot mock-up panels for each brick color and split-face block color required. Panels shall serve to confirm brick and mortar selection. If alternate color or substitution are proposed, construct additional 4 foot by 4 foot panel for each color next to mock-up panel for the basis-of-design product.
- B. Construct a full exterior wall construction mock-up panel sized 8 feet long by 6 feet high; include mortar and accessories, structural backup, wall openings, flashings, wall insulation, parging, and damp proofing in mock-up. Construct in accordance with sketch provided by Architect. Mock-up panel shall demonstrate construction detail and quality and shall serve as benchmark for construction.
- C. Locate where directed.

### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

### 1.08 ENVIRONMENTAL REQUIREMENTS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

### 1.09 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Provide 50 of each size, color, and type of brick units for Owner use in maintenance of project.

## PART 2 PRODUCTS

### 2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards fire rated, non fire rated and as follows:
  - 1. Size: Standard units with nominal face dimensions of 16 x 8 inches and nominal depth of 2, 4, 6, 8 inches, 10, 12, 14 inches and/or as indicated on drawings.
  - 2. Special Shapes: Provide non-standard blocks configured for bull nose corners, lintels, headers, control joint edges, and bond beams and other conditions.
  - 3. Load-Bearing Units: ASTM C90, normal weight.
    - a. Both hollow and solid block, as indicated.
      - 1) Supply grade N for all C.M.U construction.
    - b. Exposed faces: Manufacturer's standard color and texture. Corridor walls to have ground face block where indicated.
    - c. Exposed corners to be bull nose.
    - d. First course is square to accommodate cove base.
  - 4. Non-Loadbearing Units: ASTM C129.
    - a. Both hollow and solid block, as indicated.
    - b. Normal weight.
    - c. Exposed corners to be bull nose.
    - d. First course is square to accommodate cove base.
  - 5. Split-Faced Units: ASTM C90, hollow block, normal weight.
    - a. Color: To be selected from manufacturer's standard range.
    - b. Provide units with integral water repellent.

### 2.02 BRICK UNITS

- A. Building (Common) Brick: ASTM C62, Grade SW; solid units.

1. Actual size: As indicated on drawings.
2. Compressive strength: As indicated in schedule or Min. 2,500 p.s.i.; 5 brick average = 3,000 p.s.i., measured in accordance with ASTM C 67.

### **2.03 MORTAR AND GROUT MATERIALS**

- A. Mortar and grout: As specified in Section 04 05 11.

### **2.04 REINFORCEMENT AND ANCHORAGE**

- A. Manufacturers of Joint Reinforcement and Anchors:
1. Dur-O-Wal: [www.dur-o-wal.com](http://www.dur-o-wal.com).
  2. Hohmann & Barnard, Inc: [www.h-b.com](http://www.h-b.com).
  3. WIRE-BOND: [www.wirebond.com/#sle](http://www.wirebond.com/#sle).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Reinforcing Steel: ASTM A615/A615M Grade 40 (280) deformed billet bars. epoxy-coated
- C. Joint Reinforcement: Use ladder type joint reinforcement where vertical reinforcement is involved and truss type elsewhere, unless otherwise indicated.
- D. Adjustable Multiple Wythe Joint Reinforcement: Truss or Ladder type with adjustable ties spaced at 16 in on center and fabricated with moisture drip; ASTM A 82/A 82M steel wire, hot dip galvanized after fabrication to ASTM A 153/153M, Class B; or stainless steel wire conforming to ASTM A 580/A 580M Type 304.0.1875 inch side rods with 0.1483 inch cross rods and adjustable components of 0.1875 inch wire; width of components as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage from each masonry face.
1. Vertical adjustment: Not less than 2 inches.
  2. Insulation Clips: Provide clips at tabs or ties designed to secure insulation against outer face of inner wythe of masonry.
- E. Flexible Anchors: 2-piece anchors that permit differential movement between masonry and building frame, sized to provide not more than 1 inch and not less than 1/2 inch of mortar coverage from masonry face.
1. Steel frame: Crimped wire anchors for welding to frame, 0.25 inch thick, with trapezoidal wire ties 0.1875 inch thick, hot dip galvanized to ASTM A 153/A 153M, Class B-2.
- F. Masonry Veneer Anchors: 2-piece anchors that permit differential movement between masonry veneer and structural backup, hot dip galvanized to ASTM A 153/A 153M, Class B-2; stainless steel.
1. Anchor channel: Not less than 0.120 inch thick, designed for fastening to structural backup by non corrodeable fasteners; Design Basis = Hohman & Barnard #362-C.
  2. Wire ties: Triangular; Trapezoidal; Rectangular or Manufacturer's standard shape, 0.1875 inch thick.
  3. Vertical adjustment: Not less than 3-1/2 inches.
  4. Seismic Feature: Provide lip, hook, or clip on end of wire ties to engage or enclose not less than one continuous horizontal joint reinforcement wire of 0.1875 inch diameter.

### **2.05 FLASHINGS**

- A. Metal Flashing Materials: Polymer modified asphalt coated copper, 7oz/sq.ft. Provide "C-Coat" flashing by Hohmann & Barnard, or Architect approved equal.
- B. Copper/Kraft Paper Flashings: 3 oz/sq ft sheet copper bonded to fiber reinforced asphalt treated Kraft paper.
- C. Lap Sealant: recommended by flashing manufacturer type.

### **2.06 ACCESSORIES**

- A. Preformed Control Joints: Rubber or neoprene material.

1. Manufacturers:
  - a. Hohmann & Barnard, Inc (including Dur-O-Wal brand); Product RS or VS: [www.h-b.com/#sle](http://www.h-b.com/#sle).
  - b. WIRE-BOND: [www.wirebond.com/#sle](http://www.wirebond.com/#sle).
  - c. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Joint Filler: Closed cell polyethylene; polyurethane or rubber oversized 50 percent to joint width; self expanding; 1 inch wide design width x by maximum lengths available.
  1. Manufacturers:
    - a. Hohmann & Barnard, Inc (including Dur -O-Wal brand); Product P.E. Foam Expansion unit fuller: [www.h-b.com/#sle](http://www.h-b.com/#sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Reglets: As specified on Section 07 62 00.
- D. Cavity Mortar Control: Semi-rigid polyethylene or polyester mesh panels, sized to thickness of wall cavity, and designed to prevent mortar droppings from clogging weeps and cavity vents and allow proper cavity drainage.
  1. Mortar Diverter: Panels designed for installation at flashing locations.
    - a. Manufacturers:
      - 1) Mortar Net Solutions: [www.mortarnet.com](http://www.mortarnet.com).
      - 2) Substitutions: See Section 01 60 00 - Product Requirements.
- E. Weeps: Polyethylene tubing.
- F. Mortar Mesh, For cavity wall mortar control where indicated; polyethylene (HDPE) or nylon mesh, 90% open;
  1. Manufacturer's:
    - a. Hohmann and Barnard, Inc; Product Mortar Net: [www.h-b.com](http://www.h-b.com).
    - b. Dur - O - Wall; Product DA1008 Mortar Net: [www.dur - o - wall.com](http://www.dur - o - wall.com).
    - c. Substitutions: See Section 01 60 00 - Product Requirements.
- G. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

## **2.07 MORTAR AND GROUT MIXES**

- A. Mortar and Grout mixes as specified in Section 04 05 11.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

### **3.02 PREPARATION**

- A. Direct and coordinate placement of items supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

### **3.03 COLD AND HOT WEATHER REQUIREMENTS**

- A. Comply with requirements of ACI 530/530.1/ERTA or applicable building code, whichever is more stringent.

### **3.04 COURSING**

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.

- C. Concrete Masonry Units:
  - 1. Bond: Running; Match existing brand.
  - 2. Coursing: One unit and one mortar joint to equal 8 inches.
  - 3. Common CMU Mortar Joints: Concave struck.
  - 4. Ground Face CMU Mortar Joints: Grooved struck on interior at ground face only.
  - 5. Use flush joint on cavity side face of C.M.U. where fluid applied air and vapor barrier is applied.
- D. Brick Units:
  - 1. Bond: Running; As indicated for different locations.
  - 2. Vertical Coursing: Three units and three mortar joints to equal 8 inches.
  - 3. Mortar Joints: Concave.

### **3.05 PLACING AND BONDING**

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D. Remove excess mortar and mortar smears as work progresses.
- E. Interlock intersections and external corners.
- F. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- G. Set reglets as shown on plans.
- H. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- I. Cut mortar joints flush where wall tile is scheduled, cement parging is required, or resilient base is scheduled. Block exposed cavity space with raiseable steel guard of correct width.
- J. Isolate masonry partitions from vertical structural framing members with a control joint as indicated.
- K. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

### **3.06 WEEPS**

- A. Install weeps in veneer walls at 32 inches on center horizontally above opening, above through-wall flashing, above shelf angles and lintels, at bottom of walls, and as shown on drawings.

### **3.07 CAVITY MORTAR CONTROL**

- A. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.
- B. For cavity walls, build inner wythe ahead of outer wythe to accommodate accessories.
- C. Install cavity mortar diverter at base of cavity and at other flashing locations as recommended by manufacturer to prevent mortar droppings from blocking weep/cavity vents.

### **3.08 REINFORCEMENT AND ANCHORAGE - GENERAL**

- A. Embed ties and anchors in mortar joint and extend into masonry unit a minimum of 1-1/2 inches with at least 5/8 inch mortar cover to the outside face of the anchor.

### **3.09 REINFORCEMENT AND ANCHORAGES - CAVITY WALL MASONRY**

- A. Install horizontal joint reinforcement 16 inches on center.

- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of openings.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.
- E. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Space anchors at maximum of 24 inches horizontally and 16 inches vertically.
- F. Reinforce joint corners and intersections with strap anchors 16 inches on center.

### **3.10 MASONRY FLASHINGS**

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
  - 1. Extend flashings full width at such interruptions and at least 8 inches into adjacent masonry and turn up at least 2 inches to form watertight pan at non-masonry construction.
  - 2. Remove or cover protrusions or sharp edges that could puncture flashings.
  - 3. Seal lapped ends and penetrations of flashing before covering with mortar.
- B. Extend metal flashings through exterior face of masonry and turn down to form drip. Hem edge. Install joint sealer below drip edge to prevent moisture migration under flashing.
- C. Lap end joints of flashings at least 4 inches and seal watertight with mastic or elastic sealant, type as recommended by flashing manufacturer.

### **3.11 GROUTED COMPONENTS**

- A. Reinforce bond beams as shown on plans.
- B. Lap splices minimum 40 bar diameters.
- C. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.
- D. Place and consolidate grout fill without displacing reinforcing.
- E. At bearing locations, fill masonry cores with grout for a minimum 12 inches either side of opening.

### **3.12 CONTROL AND EXPANSION JOINTS**

- A. Do not continue horizontal joint reinforcement through control and expansion joints.
- B. Form control joint with a sheet building paper bond breaker fitted to one side of the hollow contour end of the block unit. Fill the resultant core with grout fill. Rake joint at exposed unit faces for placement of backer rod and sealant.
- C. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.
- D. Form expansion joint as detailed.
- E. Locate per drawings.

### **3.13 BUILT-IN WORK**

- A. As work progresses, install built-in metal door frames, glazed frames, fabricated metal frames, window frames, anchor bolts, plates, and boxes and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.
  - 1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

### 3.14 TOLERANCES

- A. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft.
- C. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- D. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 20ft.
- E. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.
- F. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

### 3.15 CUTTING AND FITTING

- A. Cut and fit for chases, pipes, conduit, sleeves, and grounds. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

### 3.16 FIELD QUALITY CONTROL

- A. Clay Masonry Unit Tests: Test each variety of clay masonry in accordance with ASTM C67 requirements, sampling 5 randomly chosen units for each 50,000 installed.
- B. Concrete Masonry Unit Tests: Test each variety of concrete unit masonry in accordance with ASTM C140 for conformance to requirements of this specification.
- C. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.

### 3.17 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

### 3.18 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

**END OF SECTION 04 20 00**

**SECTION 06 10 00**  
**ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Rough opening framing for doors, windows, and roof openings.
- B. Sheathing.
- C. Roofing nailers.
- D. Preservative treated wood materials.
- E. Fire retardant treated wood materials.
- F. Miscellaneous framing and sheathing.
- G. Communications and electrical room mounting boards.
- H. Wood nailers and curbs for roofing and items installed on roof.
- I. Concealed wood blocking, nailers, and supports.
- J. Miscellaneous wood nailers, furring, and grounds.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01 78 39 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- C. Section 05 12 00 - Structural Steel Framing: Prefabricated girders, beams, columns, and hangers for support of wood blocking.
- D. Section 05 50 00 - Metal Fabrications: Miscellaneous steel connectors, support angles, and shapes for wood blocking.
- E. Section 07 62 00 - Sheet Metal Flashing and Trim: Drip flashings.
- F. Section 09 21 16 - Gypsum Board Assemblies: Gypsum-based sheathing.
- G. Section 05 31 00: Steel decking to receive wood curbs and blocking.

**1.03 REFERENCE STANDARDS**

- A. AFPA (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; American Forest and Paper Association.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- D. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board.
- E. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- F. ASTM C1396/C1396M - Standard Specification for Gypsum Board.
- G. ASTM D2898 - Standard Test Methods for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- I. AWPA C2 - Lumber, Timber, Bridge Ties and Mine Ties -- Preservative Treatment by Pressure Processes; American Wood Protection Association.
- J. AWPA C9 - Plywood -- Preservative Treatment by Pressure Processes; American Wood Protection Association.

- K. AWWPA C20 - Structural Lumber -- Fire Retardant Treatment by Pressure Processes; American Wood-Protection Association.
- L. AWWPA C27 - Plywood -- Fire-Retardant Treatment by Pressure Processes; American Wood-Protection Association.
- M. AWWPA U1 - Use Category System: User Specification for Treated Wood.
- N. ICC-ES AC308 - Acceptance Criteria for Water-Resistive Barriers.
- O. PS 1 - Structural Plywood.
- P. PS 20 - American Softwood Lumber Standard.
- Q. SPIB (GR) - Grading Rules.
- R. WCLIB (GR) - Standard Grading Rules for West Coast Lumber No. 17.
- S. WWPA G-5 - Western Lumber Grading Rules.

#### **1.04 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.
- D. LEED Submittals: Submit applicable LEED Submittal Form for each different product made of sustainably harvested wood, salvaged and reused wood, wood fabricated from recovered timber, as well as locally-sourced wood, as specified in Section .

#### **1.05 QUALITY ASSURANCE**

- A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
  - 1. Lumber of other species or grades, or graded by other agencies, is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
- C. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWPA standards.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

### **PART 2 PRODUCTS**

#### **2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
  - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
  - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service

for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

- B. Lumber fabricated from old growth timber is not permitted.
- C. Provide sustainably harvested wood.
- D. Provide wood harvested within a 500 mile radius of the project site; see Section 01 60 00 for requirements for locally-sourced products.

## 2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc. (SPIB).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.
- E. Miscellaneous Blocking, Furring, Nailers, and Curbs:
  - 1. Lumber: S4S, No. 1 or Construction Grade.
  - 2. Boards: Standard.

## 2.03 CONSTRUCTION PANELS

- A. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.
- B. Other Applications:
  - 1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
  - 2. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
  - 3. Other Locations: PS 1, C-D Plugged or better.
  - 4. Electrical Component Mounting: APA rated plywood B-C sheathing, fire retardant treated.

## 2.04 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M; or Stainless Steel for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
  - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
  - 3. Anchors: Toggle bolt type for anchorage to hollow masonry.

## 2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
  - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
  - 2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Fire Retardant Treatment:
  - 1. Manufacturers:
    - a. Arch Wood Protection, Inc: [www.wolmanizedwood.com/#sle](http://www.wolmanizedwood.com/#sle).
    - b. Hoover Treated Wood Products, Inc: [www.frtw.com/#sle](http://www.frtw.com/#sle).

- c. Osmose, Inc: [www.osmose.com/#sle](http://www.osmose.com/#sle).
- d. Substitutions: Not permitted.
- 2. Exterior Type: AWPA U1, Category UCFB, Commodity Specification H, chemically treated and pressure impregnated; capable of providing a maximum flame spread rating of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes both before and after accelerated weathering test performed in accordance with ASTM D2898.
  - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
  - b. Do not use treated wood in direct contact with the ground.
- 3. Interior Type A: AWPA U1, Use Category UCFA, Commodity Specification H, low temperature (low hygroscopic) type, chemically treated and pressure impregnated; capable of providing a maximum flame spread rating of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
  - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
  - b. Treat rough carpentry items as scheduled; or as indicated.
  - c. Do not use treated wood in applications exposed to weather or where the wood may become wet.
- C. Preservative Treatment:
  - 1. Manufacturers:
    - a. Arch Wood Protection, Inc.: [www.wolmanizedwood.com](http://www.wolmanizedwood.com).
    - b. Viance, LLC: [www.treatedwood.com](http://www.treatedwood.com).
    - c. Osmose, Inc: [www.osmose.com](http://www.osmose.com).
    - d. Substitutions: Not permitted.
  - D. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft retention.
    - 1. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
    - 2. Treat lumber in contact with roofing, flashing, or waterproofing.
    - 3. Treat lumber in contact with masonry or concrete.
    - 4. Treat lumber less than 18 inches above grade.
      - a. Treat lumber in other locations as indicated.
    - 5. Preservative Pressure Treatment of Plywood Above Grade: AWPA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative to 0.25 lb/cu ft retention.
      - a. Kiln dry plywood after treatment to maximum moisture content of 15 percent.
      - b. Treat plywood in contact with masonry or concrete.
      - c. Treat plywood in other locations as indicated.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

#### **3.02 FRAMING INSTALLATION**

- A. Select material sizes to minimize waste.

- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- D. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- E. Install structural members full length without splices unless otherwise specifically detailed.
- F. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AFPA Wood Frame Construction Manual.

### **3.03 BLOCKING, NAILERS, AND SUPPORTS**

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- D. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- E. Specifically, provide the following non-structural framing and blocking:
  - 1. Cabinets and shelf supports.
  - 2. Wall brackets.
  - 3. Handrails.
  - 4. Grab bars.
  - 5. Bath accessories.
  - 6. Wall-mounted door stops.
  - 7. Visual display and marker boards.

### **3.04 ROOF-RELATED CARPENTRY**

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

### **3.05 INSTALLATION OF ACCESSORIES AND MISCELLANEOUS WOOD**

- A. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
- B. Coordinate curb installation with installation of decking and support of deck openings, roofing vapor retardant, and parapet construction.

### **3.06 INSTALLATION OF CONSTRUCTION PANELS**

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using screws.
  - 1. Place water-resistive barrier horizontally over wall sheathing, weather lapping edges and ends.
- B. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches on center on all edges and into studs in field of board.
  - 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.

2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
3. Install adjacent boards without gaps.

### 3.07 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Surface Flatness of Floor: 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.
- C. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

### 3.08 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 78 39.
  1. Comply with applicable regulations.
  2. Do not burn scrap on project site.
  3. Do not burn scraps that have been pressure treated.
  4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

**END OF SECTION 06 10 00**

**SECTION 07 21 19**  
**FOAMED-IN-PLACE INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Foamed-in-place insulation.
  - 1. In masonry cavity walls.
  - 2. In exterior wall crevices.
  - 3. At junctions of dissimilar wall and roof materials.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01 78 39 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

**1.03 REFERENCE STANDARDS**

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
- B. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- D. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
- E. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
- F. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene one week prior to commencing work of this section.

**1.05 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, insulation properties, overcoat properties, and preparation requirements.
- C. Certificates: Certify that products of this section meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.

**1.06 MOCK-UP**

- A. Locate where directed.
- B. Mock-up may remain as part of the Work.

**1.07 FIELD CONDITIONS**

- A. Do not install insulation when ambient temperature is lower than 70 degrees F.
- B. Do not apply foam when temperature is below that specified by the manufacturer for ambient air and substrate.
- C. Do not apply foam when temperature is within 5 degrees F of dew point.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Foamed-In-Place Insulation:
  - 1. BASF Corporation; WALLTITE US Series Closed Cell: [www.spf.basf.com/#sle](http://www.spf.basf.com/#sle).
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 MATERIALS**

- A. Foamed-In-Place Insulation: Medium-density, rigid, closed cell polyurethane foam; foamed on-site, using blowing agent of water or non-ozone-depleting gas.
  - 1. Aged Thermal Resistance: R-value of 6.7 (deg F hr sq ft)/Btu, minimum, when tested at 1 inch thickness in accordance with ASTM C518 after aging for 180 days at 41 degrees F.
  - 2. Water Vapor Permeance: Vapor retarder; 2 perm, maximum, when tested at intended thickness in accordance with ASTM E96/E96M, desiccant method.
  - 3. Water Absorption: Less than 2 percent by volume, maximum, when tested in accordance with ASTM D2842.
  - 4. Air Permeance: 0.004 cfm/sq ft, maximum, when tested at intended thickness in accordance with ASTM E2178 or ASTM E283 at 1.5 psf.
  - 5. Closed Cell Content: At least 90 percent.
  - 6. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/450, maximum, when tested in accordance with ASTM E84.
  - 7. Products:
    - a. BASF Corporation; WALLTITE US: [www.spf.basf.com](http://www.spf.basf.com).
    - b. Johns Manville; JM Corbond III Closed Cell Spray Polyurethane Foam: [www.jm.com/#sle](http://www.jm.com/#sle).

### **2.03 ACCESSORIES**

- A. Primer: As required by insulation manufacturer.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify work within construction spaces or crevices is complete prior to insulation application.
- B. Verify that surfaces are clean, dry, and free of matter that may inhibit insulation or overcoat adhesion.

### **3.02 PREPARATION**

- A. Mask and protect adjacent surfaces from over spray or dusting.
- B. Apply primer in accordance with manufacturer's instructions.

### **3.03 APPLICATION**

- A. Apply insulation in accordance with manufacturer's instructions.
- B. Apply insulation by spray method, to a uniform monolithic density without voids. See drawings for thickness.
- C. Shave insulation to face of metal framing as necessary.
- D. Apply overcoat monolithically, without voids to fully cover foam insulation.
- E. Patch damaged areas.
- F. Where applied to voids and gaps assure space for expansion to avoid pressure on adjacent materials that may bind operable parts.
- G. Trim excess away for applied trim or remove as required for continuous sealant bead.

**3.04 PROTECTION**

- A. Do not permit subsequent construction work to disturb applied insulation.

**END OF SECTION 07 21 19**

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**SECTION 07 53 00**  
**ELASTOMERIC MEMBRANE ROOFING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Elastomeric roofing membrane, adhered conventional application.
- B. Flashings.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Wood nailers and curbs.
- B. Section 07 62 00 - Sheet Metal Flashing and Trim: Counterflashings, reglets and edges.

**1.03 REFERENCE STANDARDS**

- A. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- B. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane.
- C. NRCA (WM) - The NRCA Waterproofing Manual.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials, surfacing, and fasteners.
- C. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

**1.06 FIELD CONDITIONS**

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above 90 degrees F.
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

**1.07 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. EPDM Membrane Materials:
  - 1. Carlisle Roofing Systems, Inc; Sure-Seal EPDM: [www.carlisle-syntec.com/#sle](http://www.carlisle-syntec.com/#sle).
  - 2. Firestone Building Products, LLC: [www.firestonebpco.com/#sle](http://www.firestonebpco.com/#sle).
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 ROOFING - UNBALLASTED APPLICATIONS**

- A. Elastomeric Membrane Roofing: One ply membrane, fully adhered.

### **2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS**

- A. Membrane: Ethylene-propylene-diene-monomer (EPDM); externally reinforced with fabric; complying with minimum properties of ASTM D4637/D4637M.
  - 1. Thickness: 0.045 inch (45 mil).
  - 2. Color: Black.
  - 3. Tear Strength: 150 lbf/inch, measured in accordance with ASTM D624.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.

### **2.04 ACCESSORIES**

- A. Membrane Adhesive: As recommended by membrane manufacturer.
- B. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- C. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

### **3.02 MEMBRANE APPLICATION**

- A. Apply elastomeric membrane roofing system in accordance with manufacturer's recommendations and NRCA (WM) applicable requirements.
- B. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- C. Shingle joints on sloped substrate in direction of drainage.
- D. Fully Adhered Application: Apply adhesive to substrate at rate of \_\_\_\_ gal/square. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- E. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- F. At intersections with vertical surfaces:
  - 1. Fully adhere flexible flashing over membrane and up to nailing strips.
- G. At gravel stops, extend membrane under gravel stop and to the outside face of the wall.

H. Around roof penetrations, seal flanges and flashings with flexible flashing.

**3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field quality control and inspection.
- B. Require site attendance of roofing and insulation material manufacturers daily during installation of the Work.

**3.04 CLEANING**

- A. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

**3.05 PROTECTION**

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

**END OF SECTION 07 53 00**

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**SECTION 07 62 00**  
**SHEET METAL FLASHING AND TRIM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings and counterflashings.
- B. Reglets and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Wood nailers.
- B. Section 07 71 23 - Manufactured Gutters and Downspouts.
- C. Section - Painting and Coating: Field painting.

**1.03 REFERENCE STANDARDS**

- A. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix).
- B. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix).
- C. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix).
- D. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- E. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric).
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual.

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

**1.05 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

**PART 2 PRODUCTS**

**2.01 SHEET MATERIALS**

- A. Pre-Finished Aluminum: ASTM B209 (ASTM B209M);.050 inch thick; plain finish shop pre-coated with modified silicone coating.
  - 1. Modified Silicone Polyester Coating: Pigmented Organic Coating System, AAMA 2603; baked enamel finish system.
  - 2. Color: As selected by Architect from manufacturer's standard colors.

## 2.02 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Sealant: Type specified in Section 07 90 05.
- E. Plastic Cement: ASTM D4586, Type I.

## 2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

### 3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

### 3.03 INSTALLATION

- A. Conform to drawing details.
- B. Insert flashings into reglets to form tight fit. Secure in place with lead wedges. Pack remaining spaces with lead wool. Seal flashings into reglets with sealant.
- C. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- D. Apply plastic cement compound between metal flashings and felt flashings.
- E. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- F. Seal metal joints watertight.

### 3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for field inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

**END OF SECTION 07 62 00**

**SECTION 07 84 00**  
**FIRESTOPPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Firestopping systems.
- B. Firestopping of all joints and penetrations in fire-resistance rated and smoke-resistant assemblies, whether indicated on drawings or not, and other openings indicated.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 70 00 - Execution and Closeout Requirements: Cutting and patching.
- B. Section 09 21 16 - Gypsum Board Assemblies: Gypsum wallboard fireproofing.

**1.03 REFERENCE STANDARDS**

- A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- B. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems.
- C. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.
- D. ASTM E2837 - Standard Test Method for Determining the Fire Resistance of Continuity Head-of-Wall Joint Systems Installed Between Rated Wall Assemblies and Nonrated Horizontal Assemblies.
- E. ITS (DIR) - Directory of Listed Products.
- F. FM 4991 - Approval Standard for Firestop Contractors.
- G. FM P7825 - Approval Guide; Factory Mutual Research Corporation.
- H. SCAQMD 1168 - Adhesive and Sealant Applications.
- I. UL 2079 - Standard for Tests for Fire Resistance of Building Joint Systems.
- J. UL (FRD) - Fire Resistance Directory.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.
- C. Product Data: Provide data on product characteristics, performance ratings, and limitations.
- D. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Certificate from authority having jurisdiction indicating approval of materials used.
- G. Qualification statements for installing mechanics.

**1.05 QUALITY ASSURANCE**

- A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
  - 1. Listing in the current-year classification or certification books of UL, FM, or ITS (Warnock Hersey) will be considered as constituting an acceptable test report.
  - 2. Valid evaluation report published by ICC Evaluation Service, Inc. (ICC-ES) at [www.icc-es.org](http://www.icc-es.org) will be considered as constituting an acceptable test report.
  - 3. Submission of actual test reports is required for assemblies for which none of the above substantiation exists.

### 1.06 MOCK-UP

- A. Install one firestopping assembly representative of each fire rating design required on project.
  - 1. Where one design may be used for different penetrating items or in different wall constructions, install one assembly for each different combination.
  - 2. Where firestopping is intended to fill a linear opening, install minimum of 2 linear ft.
- B. Obtain approval of authority having jurisdiction before proceeding.
- C. If accepted, mock-up will represent minimum standard for the Work.
- D. If accepted, mock-up may remain as part of the Work. Remove and replace mock-ups not accepted.

### 1.07 FIELD CONDITIONS

- A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation. Maintain minimum temperature before, during, and for 3 days after installation of materials.
- B. Provide ventilation in areas where solvent-cured materials are being installed.

## PART 2 PRODUCTS

### 2.01 FIRESTOPPING - GENERAL REQUIREMENTS

- A. Manufacturers:
  - 1. A/D Fire Protection Systems Inc: [www.adfire.com](http://www.adfire.com).
  - 2. 3M Fire Protection Products: [www.3m.com/firestop](http://www.3m.com/firestop).
  - 3. Hilti, Inc: [www.us.hilti.com](http://www.us.hilti.com).
  - 4. Nelson FireStop Products: [www.nelsonfirestop.com](http://www.nelsonfirestop.com).
- B. Firestopping Materials with Volatile Content: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- C. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

### 2.02 FIRESTOPPING ASSEMBLY REQUIREMENTS

- A. Head-of-Wall Firestopping at Joints Between Non-Rated Floor and Fire-Rated Wall: Use any system that has been tested according to ASTM E2837 to have fire resistance F Rating equal to required fire rating of floor or wall, whichever is greater.
  - 1. Movement: In addition, provide systems that have been tested to show movement capability as indicated.
- B. Floor-to-Floor, Wall-to-Wall, and Wall-to-Floor Joints, Except Perimeter, Where Both Are Fire-Rated: Use any system that has been tested according to ASTM E1966 or UL 2079 to have fire resistance F Rating equal to required fire rating of the assembly in which the joint occurs.
  - 1. Movement: In addition, provide systems that have been tested to show movement capability as indicated.
  - 2. Air Leakage: In addition, provide systems that have been tested to show L Rating as indicated.
  - 3. Watertightness: In addition, provide systems that have been tested to show W Rating as indicated.
  - 4. Listing by UL, FM, or Intertek in their certification directory will be considered evidence of successful testing.
- C. Through Penetration Firestopping: Use any system that has been tested according to ASTM E814 to have fire resistance F Rating equal to required fire rating of penetrated assembly.

1. Temperature Rise: In addition, provide systems that have been tested to show T Rating as indicated.
2. Air Leakage: In addition, provide systems that have been tested to show L Rating as indicated.
3. Listing by UL, FM, or Intertek in their certification directory will be considered evidence of successful testing.

### **2.03 FIRESTOPPING FOR FLOOR-TO-FLOOR, WALL-TO-FLOOR, AND WALL-TO-WALL JOINTS**

- A. Concrete and Concrete Masonry Walls and Floors:
  1. Top of Wall Joints at Concrete/Concrete Masonry Wall to Concrete Over Metal Deck Floor:
    - a. 2 Hour Construction: UL System HW-D-0181; Hilti CFS-SP WB Firestop Joint Spray and CP 672.
    - b. 2 Hour Construction: UL System HW-D-1037; Hilti CFS-SP WB Firestop Joint Spray and CP 672.
  2. Concrete/Concrete Masonry Wall to Wall Joints:
    - a. 2 Hour Construction: UL System WW-D-0017; Hilti CFS-SP WB Firestop Joint Spray and CP 672.
    - b. 2 Hour Construction: UL System WW-D-0032; Hilti CP 606 Flexible Firestop Sealant.
- B. Gypsum Board Walls:
  1. Wall to Wall Joints:
    - a. 2 Hour Construction: UL System WW-D-0067; Hilti CP 606 Flexible Firestop Sealant.
    - b. 1 Hour Construction: UL System WW-D-0067; Hilti CP 606 Flexible Firestop Sealant.

### **2.04 FIRESTOPPING PENETRATIONS THROUGH CONCRETE AND CONCRETE MASONRY CONSTRUCTION**

- A. Blank Openings:
  1. In Walls:
    - a. 2 Hour Construction: UL System C-AJ-0090; Hilti FS-ONE Intumescent Firestop Sealant.
- B. Penetrations Through Walls By:
  1. Multiple Penetrations in Large Openings:
    - a. 2 Hour Construction: UL System C-AJ-8143; Hilti FS-ONE Intumescent Firestop Sealant.
  2. Uninsulated Metallic Pipe, Conduit, and Tubing:
    - a. 2 Hour Construction: UL System C-AJ-1421; Hilti FS-ONE Intumescent Firestop Sealant or CP 604 Self-Leveling Firestop Sealant.
    - b. 2 Hour Construction: UL System C-AJ-1498; Hilti CP 680-P/M Cast-In Device.
  3. Uninsulated Non-Metallic Pipe, Conduit, and Tubing:
    - a. 2 Hour Construction: UL System C-AJ-2109; Hilti CP 643N/644 Firestop Collar.
    - b. 2 Hour Construction: UL System C-BJ-2021; Hilti CP 643N Firestop Collar.
  4. Electrical Cables Not In Conduit:
    - a. 2 Hour Construction: UL System C-AJ-3216; Hilti CP 658 Firestop Plug.
    - b. 2 Hour Construction: UL System W-J-3198; Hilti CFS-SL RK Retrofit Sleeve Kit for existing cables.
    - c. 2 Hour Construction: UL System W-J-3199; Hilti CFS-SL SK Firestop Sleeve Kit.
  5. Cable Trays with Electrical Cables:
    - a. 3 Hour Construction: UL System C-AJ-4035; Hilti FS-ONE Intumescent Firestop Sealant.
  6. Insulated Pipes:

- a. 2 Hour Construction: UL System C-AJ-5048; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, CP 601S Elastomeric Firestop Sealant, or CP 604 Self-Leveling Firestop Sealant.
- 7. HVAC Ducts, Uninsulated:
  - a. 2 Hour Construction: UL System C-AJ-7111; Hilti FS-ONE Intumescent Firestop Sealant.
  - b. 2 Hour Construction: UL System C-AJ-7084; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, CP 601S Elastomeric Firestop Sealant, or CP 604 Self-Leveling Firestop Sealant.
- C. Penetrations Through Walls By:
  - 1. Uninsulated Metallic Pipe, Conduit, and Tubing:
    - a. 2 Hour Construction: UL System W-J-1067; Hilti FS-ONE Intumescent Firestop Sealant.
  - 2. Electrical Cables Not In Conduit:
    - a. 2 Hour Construction: UL System W-J-3060; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, CD 601S Elastomeric Firestop Sealant, or CP 618 Firestop Putty Stick.
    - b. 2 Hour Construction: UL System W-J-3143; Hilti CP 658T Firestop Plug.
  - 3. Insulated Pipes:
    - a. 2 Hour Construction: UL System W-J-5041; Hilti FS-ONE Intumescent Firestop Sealant.
    - b. 2 Hour Construction: UL System W-J-5042; Hilti FS-ONE Intumescent Firestop Sealant.
    - c. 2 Hour Construction: UL System W-J-5028; Hilti FS-ONE Intumescent Firestop Sealant.
  - 4. HVAC Ducts, Uninsulated:
    - a. 2 Hour Construction: UL System W-J-7109; Hilti FS-ONE Intumescent Firestop Sealant or CP 606 Flexible Firestop Sealant.
  - 5. HVAC Ducts, Insulated:
    - a. 2 Hour Construction: UL System W-J-7112; Hilti FS-ONE Intumescent Firestop Sealant.

## **2.05 FIRESTOPPING PENETRATIONS THROUGH GYPSUM BOARD WALLS**

- A. Blank Openings:
  - 1. 2 Hour Construction: UL System W-L-3334; Hilti CP 653 Speed Sleeve.
- B. Penetrations By:
  - 1. Multiple Penetrations in Large Openings:
    - a. 2 Hour Construction: UL System W-L-1389; Hilti FS-ONE Intumescent Firestop Sealant.
    - b. 2 Hour Construction: UL System W-L-1408; Hilti FS-ONE Intumescent Firestop Sealant.
    - c. 2 Hour Construction: UL System W-L-8071; Hilti FS-ONE Intumescent Firestop Sealant.
    - d. 2 Hour Construction: UL System W-L-8079; Hilti FS-ONE Intumescent Firestop Sealant.
    - e. 2 Hour Construction: UL System W-L-8087; Hilti FS 657 Fire Block.
  - 2. Uninsulated Metallic Pipe, Conduit, and Tubing:
    - a. 2 Hour Construction: UL System W-L-1054; Hilti FS-ONE Intumescent Firestop Sealant.
    - b. 2 Hour Construction: UL System W-L-1164; Hilti FS-ONE Intumescent Firestop Sealant.

- c. 2 Hour Construction: UL System W-L-1206; Hilti FS-ONE Intumescent Firestop Sealant.
3. Uninsulated Non-Metallic Pipe, Conduit, and Tubing:
  - a. 2 Hour Construction: UL System W-L-2078; Hilti CP 643N/644 Firestop Collar.
  - b. 2 Hour Construction: UL System W-L-2411; Hilti CP 648-E Firestop Wrap Strip.
  - c. 2 Hour Construction: UL System W-L-2128; Hilti FS-ONE Intumescent Firestop Sealant.
4. Electrical Cables Not In Conduit:
  - a. 2 Hour Construction: UL System W-L-3065; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, CD 601S Elastomeric Firestop Sealant, or CP 618 Firestop Putty Stick.
  - b. 2 Hour Construction: UL System W-L-3334; Hilti CP 653 Speed Sleeve.
  - c. 2 Hour Construction: UL System W-L-3393; Hilti CFS-SL RK Retrofit Sleeve Kit for existing cables.
  - d. 2 Hour Construction: UL System W-L-3394; Hilti CFS-SL SK Firestop Sleeve Kit.
  - e. 2 Hour Construction: UL System W-L-3395; Hilti CP653 Speed Sleeve.
5. Cable Trays with Electrical Cables:
  - a. 2 Hour Construction: UL System W-L-4011; Hilti FS 657 Fire Block.
  - b. 2 Hour Construction: UL System W-L-4060; Hilti FS-ONE Intumescent Firestop Sealant.
6. Insulated Pipes:
  - a. 2 Hour Construction: UL System W-L-5028; Hilti FS-ONE Intumescent Firestop Sealant.
  - b. 2 Hour Construction: UL System W-L-5029; Hilti FS-ONE Intumescent Firestop Sealant.
  - c. 2 Hour Construction: UL System W-L-5096; Hilti FS-ONE Intumescent Firestop Sealant.
  - d. 2 Hour Construction: UL System W-L-5257; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, or CP 601S Elastomeric Firestop Sealant.
  - e. 2 Hour Construction: UL System W-L-5244; Hilti CP 648-E Firestop Wrap Strip.
7. HVAC Ducts, Insulated:
  - a. 2 Hour Construction: UL System W-L-7156; Hilti FS-ONE Intumescent Firestop Sealant.

## 2.06 FIRESTOPPING SYSTEMS

- A. Firestopping: Any material meeting requirements. Foam, caulk, putty or manufactured device.
  1. Fire Ratings: Use any system listed by UL, FM, or ITS (Warnock Hersey) or that has F Rating equal to fire rating of penetrated assembly and minimum T Rating of 0 and that meets all other specified requirements.
  2. Fire Ratings: See Drawings for required systems and ratings.
- B. Firestopping at Uninsulated Metallic Pipe and Conduit Penetrations, of diameter 4 inches or less: Any material meeting requirements. Foam, caulk, putty or manufactured device.
- C. Firestopping at Cable Tray Penetrations: Any material meeting requirements. Foam, caulk, putty or manufactured device.
- D. Firestopping at Cable Penetrations, not in Conduit or Cable Tray: Any material meeting requirements. Foam, caulk, putty or manufactured device.
- E. Firestopping at Control and Expansion Joints (without Penetrations): Any material meeting requirements and caulk.

## **2.07 MATERIALS**

- A. Firestopping Sealants: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Elastomeric Silicone Firestopping: Single component silicone elastomeric compound and compatible silicone sealant.
- C. Foam Firestopping: Single component silicone foam compound.
- D. Fibered Compound Firestopping: Formulated compound mixed with incombustible non-asbestos fibers.
- E. Fiber Firestopping: Mineral fiber insulation used in conjunction with elastomeric surface sealer forming airtight bond to opening.
- F. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify openings are ready to receive the work of this section.

### **3.02 PREPARATION**

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter that could adversely affect bond of firestopping material.
- B. Remove incompatible materials that could adversely affect bond.
- C. Install backing materials to arrest liquid material leakage.

### **3.03 INSTALLATION**

- A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.
- B. Do not cover installed firestopping until inspected by authority having jurisdiction.
- C. Install labeling required by code.

## **CLEANING**

### **4.01 CLEAN ADJACENT SURFACES OF FIRESTOPPING MATERIALS.**

### **4.02 PROTECTION**

- A. Clean adjacent surfaces of firestopping materials.
- B. Protect adjacent surfaces from damage by material installation.

**END OF SECTION 07 84 00**

**SECTION 07 90 05**  
**JOINT SEALERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sealants and joint backer rods.
- B. Precompressed foam sealers.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 62 00: Sealants required in conjunction with flashing.

**1.03 REFERENCE STANDARDS**

- A. ASTM C834 - Standard Specification for Latex Sealants.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- D. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber.
- E. ASTM D1667 - Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam (Closed-Cell).

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with other sections referencing this section.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit two samples, 2 x 1/2 in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

**1.06 QUALITY ASSURANCE**

- A. Maintain one copy of each referenced document covering installation requirements on site.

**1.07 MOCK-UP**

- A. Provide mock-up of sealant joints in conjunction with wall under provisions of Section 01 40 00.
- B. Construct mock-up with specified sealant types and with other components noted.
- C. Locate where directed.
- D. Mock-up may remain as part of the Work.

**1.08 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

**1.09 COORDINATION**

- A. Coordinate the work with all sections referencing this section.

**1.10 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.

- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Polyurethane Sealants:
1. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  2. Bostik, Inc [www.bostik-us.com](http://www.bostik-us.com)
  3. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Acrylic Sealants (ASTM C920):
1. Pecora Corporation; [www.pecora.com](http://www.pecora.com).
  2. Tremco, Inc [www.tremcosealants.com](http://www.tremcosealants.com).
  3. Bostik, Inc. [www.bostik-us.com](http://www.bostik-us.com).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Preformed Compressible Foam Sealers and backer rods:
1. Sandell Manufacturing Company, Inc: [www.sandellmfg.com](http://www.sandellmfg.com).
  2. Emseal Joint Systems, Ltd.
  3. Dayton Superior Corporation: [www.daytonsuperior.com](http://www.daytonsuperior.com).
  4. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 SEALANTS**

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
1. Color: Standard colors matching finished surfaces.
  2. Product: Pecora 890 manufactured by Pecora.
  3. Applications: Use for:
    - a. Control, expansion, and soft joints in masonry.
    - b. Joints between concrete and other materials.
    - c. Joints between metal frames and other materials.
    - d. Other exterior joints for which no other sealant is indicated.
- C. Type 2 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C 834, Type OP, Grade NF single component, paintable.
1. Color: Standard colors matching finished surfaces.
  2. Product: AC-20 + Silicone manufactured by Pecora.
  3. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.
- D. Type 3 - Exterior Expansion Joint Sealer: ASTM D 2628, hollow neoprene (polychloroprene) compression gasket.
1. Color: Standard range.
  2. Size and Shape: As indicated on Drawings.
  3. Product: Poly seal manufactured by Sandell mfg.
  4. Applications: Use for:
    - a. Exterior wall expansion joints.

### 2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

### 3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

### 3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
  - 1. Width/depth ratio of 2:1.
  - 2. Neck dimension no greater than 1/3 of the joint width.
  - 3. Surface bond area on each side not less than 75 percent of joint width.
- F. Install bond breaker where joint backing is not used.
- G. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- H. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- I. Tool joints concave.
- J. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

### 3.04 CLEANING

- A. Clean adjacent soiled surfaces.

### 3.05 PROTECTION

- A. Protect sealants until cured.

**END OF SECTION 07 90 05**

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**SECTION 09 90 00**  
**PAINTS AND COATINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
  - 6. Floors, unless specifically so indicated.
  - 7. Glass.
  - 8. Acoustical materials, unless specifically so indicated.
  - 9. Concealed pipes, ducts, and conduits.
- E. Painting materials and methods for conduit identification specified in Section 26 05 53.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01 78 39 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

**1.03 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
- C. NACE (IMP) - Industrial Maintenance Painting; NACE International; Edition date unknown.
- D. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings.

**1.04 DEFINITIONS**

- A. Conform to ASTM D 16 for interpretation of terms used in this section.

**1.05 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products and special coatings, including VOC content.
- C. Samples: Submit two paper chip samples, 1 X 1 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.
- D. Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on aluminum sheet, 6 x 6 inch in size.
- E. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.

- F. Certification: By manufacturer that all paints and coatings do not contain any of the prohibited chemicals specified; GreenSeal GS-11 certification is not required but if provided shall constitute acceptable certification.
- G. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- H. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

#### **1.06 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for flame and smoke rating requirements for products and finishes.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

#### **1.08 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

#### **1.09 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Supply 1 gallon of each color; store where directed.
- C. Label each container with color, type, texture, and room locations in addition to the manufacturer's label.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. ICI Paints North America: [www.icipaints.com](http://www.icipaints.com)
  - 2. Duron, Inc: [www.duron.com/#sle](http://www.duron.com/#sle).
  - 3. Sherwin Williams: [www.sherwin-williams.com](http://www.sherwin-williams.com)
  - 4. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
- C. Field-Catalyzed Coatings:
- D. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
  - 3. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content: Comply with Section 01 61 16.
- D. Chemical Content: The following compounds are prohibited:
  - 1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
  - 2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.
- E. Colors: To be selected from manufacturer's full range of available colors.
  - 1. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.

## 2.03 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - All Interior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including gypsum board and concrete masonry.
  - 1. Two top coats and one coat primer.
  - 2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #143-148.
  - 3. Eggshell: MPI gloss level 3; use this sheen at all locations.
  - 4. Primer(s): As recommended by manufacturer of top coats.
- B. Paint CI-OP-3L - Concrete/Masonry, Opaque, Latex, 3 Coat:
  - 1. One coat of block filler.
  - 2. Egg Shell: Two coats of latex enamel.
- C. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
  - 1. One coat of alkyd or latex primer sealer.
  - 2. Eggshell: Two coats of latex enamel.

## 2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Gypsum Wallboard: 12 percent.
  - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.

#### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- E. Marks: Seal with shellac or stain blocker those which may bleed through surface finishes.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.

#### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's instructions.
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

#### **3.04 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection.

**3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

**3.06 PROTECTION**

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

**3.07 SCHEDULE - SURFACES TO BE FINISHED**

- A. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically noted.
  - 2. Fire rating labels, equipment serial number and capacity labels.
  - 3. Stainless steel items.

**END OF SECTION 09 90 00**

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## SECTION 23 05 13

### MOTOR REQUIREMENTS FOR HVAC AND PLUMBING EQUIP

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. General construction and requirements.
- B. Applications.
- C. Single phase electric motors.
- D. Three phase electric motors.

##### 1.02 RELATED REQUIREMENTS

- A. Section 26 05 83 - Wiring Connections: Electrical characteristics and wiring connections.
- B. Section 26 29 13 - Enclosed Controllers.

##### 1.03 REFERENCE STANDARDS

- A. ABMA STD 9 - Load Ratings and Fatigue Life for Ball Bearings.
- B. IEEE 112 - IEEE Standard Test Procedure for Polyphase Induction Motors and Generators.
- C. NEMA MG 1 - Motors and Generators.
- D. NFPA 70 - National Electrical Code.
- E. National Grid "Motor-Up" Rebate Program/Initiative.

##### 1.04 SUBMITTALS

- A. Product Data: Provide wiring diagrams with electrical characteristics and connection requirements.
- B. Test Reports: Indicate test results verifying nominal efficiency and power factor for three phase motors larger than 1/2 horsepower.
- C. Manufacturer's Installation Instructions: Indicate setting, mechanical connections, lubrication, and wiring instructions.
- D. Operation Data: Include instructions for safe operating procedures.
- E. Maintenance Data: Include assembly drawings, bearing data including replacement sizes, and lubrication instructions.

##### 1.05 QUALITY ASSURANCE

- A. Conform to applicable electrical code, NFPA 70 and local energy code.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of high efficiency motors.
- C. Products Requiring Electrical Connection: Listed and classified by Underwriters' Laboratories, Inc. or testing firm acceptable to the authority having jurisdiction as suitable for the purpose specified and indicated.

##### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect motors stored on site from weather and moisture by maintaining factory covers and suitable weather-proof covering. For extended outdoor storage, remove motors from equipment and store separately.

##### 1.07 WARRANTY

- A. Provide five year manufacturer warranty for motors larger than 20 horsepower.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Leeson Electric Corporation: [www.leeson.com/#sle](http://www.leeson.com/#sle).
- B. Regal-Beloit Corporation (Century): [www.centuryelectricmotor.com/#sle](http://www.centuryelectricmotor.com/#sle).
- C. Reliance Electric/Rockwell Automation: [www.reliance.com](http://www.reliance.com).

### **2.02 GENERAL CONSTRUCTION AND REQUIREMENTS**

- A. Electrical Service: Refer to Section 26 05 83 for required electrical characteristics.
- B. Electrical Service, General. See drawings for specific details:
  - 1. Motors 1/2 HP and Smaller: 115 volts, single phase, 60 Hz
  - 2. Motors Larger than 1/2 Horsepower: \_\_\_\_\_ volts, three phase, 60 Hz.
- C. Construction:
  - 1. Open drip-proof type except where specifically noted otherwise.
  - 2. Design for continuous operation in 104 degrees F environment.
  - 3. Design for temperature rise in accordance with NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.
- D. Construction:
  - 1. Open drip-proof type except where specifically noted otherwise.
  - 2. Design for continuous operation in 40 degrees C environment.
  - 3. Design for temperature rise in accordance with NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.
  - 4. Motors with frame sizes 254T and larger: Premium Efficiency Type.
- E. Motors Controlled By Variable Frequency Drives (VFD): Inverter-duty rated with shaft grounding rings.
- F. Explosion-Proof Motors: UL approved and labelled for hazard classification, with over temperature protection.
- G. Visible Nameplate: Indicating motor horsepower, voltage, phase, cycles, RPM, full load amps, locked rotor amps, frame size, manufacturer's name and model number, service factor, power factor, efficiency.
- H. Wiring Terminations:
  - 1. Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70, threaded for conduit.
  - 2. For fractional horsepower motors where connection is made directly, provide conduit connection in end frame.

### **2.03 APPLICATIONS**

- A. Exception: Motors less than 250 watts, for intermittent service may be the equipment manufacturer's standard and need not conform to these specifications.
- B. Single phase motors for shaft mounted fans and centrifugal pumps: Split phase type.
- C. Single phase motors for shaft mounted fans or blowers: Permanent split capacitor type or electronically commutated (ECM) type. See schedules for requirements.
- D. Single phase motors for fans, pumps, and blowers: Capacitor start type.
- E. Single phase motors for fans, blowers, and pumps: Capacitor start, capacitor run type.
- F. Motors located in outdoors and in draw through cooling towers: Totally enclosed weatherproof epoxy-treated type.

#### **2.04 SINGLE PHASE POWER - SPLIT PHASE MOTORS**

- A. Starting Torque: Less than 150 percent of full load torque.
- B. Starting Current: Up to seven times full load current.
- C. Breakdown Torque: Approximately 200 percent of full load torque.
- D. Drip-proof Enclosure: Class A (50 degrees C temperature rise) insulation, NEMA Service Factor, prelubricated sleeve or ball bearings.
- E. Enclosed Motors: Class A (50 degrees C temperature rise) insulation, 1.0 Service Factor, prelubricated ball bearings.

#### **2.05 SINGLE PHASE POWER - PERMANENT-SPLIT CAPACITOR MOTORS**

- A. Starting Torque: Exceeding one fourth of full load torque.
- B. Starting Current: Up to six times full load current.
- C. Multiple Speed: Through tapped windings.
- D. Open Drip-proof or Enclosed Air Over Enclosure: Class A (50 degrees C temperature rise) insulation, minimum 1.0 Service Factor, prelubricated sleeve or ball bearings, automatic reset overload protector.

#### **2.06 SINGLE PHASE POWER - CAPACITOR START MOTORS**

- A. Starting Torque: Three times full load torque.
- B. Starting Current: Less than five times full load current.
- C. Pull-up Torque: Up to 350 percent of full load torque.
- D. Breakdown Torque: Approximately 250 percent of full load torque.
- E. Motors: Capacitor in series with starting winding; provide capacitor-start/capacitor-run motors with two capacitors in parallel with run capacitor remaining in circuit at operating speeds.
- F. Drip-proof Enclosure: Class A (50 degrees C temperature rise) insulation, NEMA Service Factor, prelubricated sleeve bearings.
- G. Enclosed Motors: Class A (50 degrees C temperature rise) insulation, 1.0 Service Factor, prelubricated ball bearings.

#### **2.07 THREE PHASE POWER - SQUIRREL CAGE MOTORS**

- A. Starting Torque: Between 1 and 1-1/2 times full load torque.
- B. Starting Current: Six times full load current.
- C. Power Output, Locked Rotor Torque, Breakdown or Pull Out Torque: NEMA Design B characteristics.
- D. Design, Construction, Testing, and Performance: Conform to NEMA MG 1 for Design B motors.
- E. Insulation System: NEMA Class B or better.
- F. Testing Procedure: In accordance with IEEE 112. Load test motors to determine free from electrical or mechanical defects in compliance with performance data.
- G. Motor Frames: NEMA Standard T-Frames of steel, aluminum, or cast iron with end brackets of cast iron or aluminum with steel inserts.
- H. Thermistor System (Motor Frame Sizes 254T and Larger): Three PTC thermistors embedded in motor windings and epoxy encapsulated solid state control relay for wiring into motor starter; refer to Section 26 29 13.

- I. Bearings: Grease lubricated anti-friction ball bearings with housings equipped with plugged provision for relubrication, rated for minimum ABMA STD 9, L-10 life of 20,000 hours. Calculate bearing load with NEMA minimum V-belt pulley with belt center line at end of NEMA standard shaft extension. Stamp bearing sizes on nameplate.
- J. Sound Power Levels: To NEMA MG 1.
- K. Part Winding Start Where Indicated: Use part of winding to reduce locked rotor starting current to approximately 60 percent of full winding locked rotor current while providing approximately 50 percent of full winding locked rotor torque.
- L. Weatherproof Epoxy Sealed Motors: Epoxy seal windings using vacuum and pressure with rotor and starter surfaces protected with epoxy enamel; bearings double shielded with waterproof non-washing grease.
- M. Nominal Efficiency: As indicated at full load and rated voltage when tested in accordance with IEEE 112.
- N. Nominal Power Factor: As indicated at full load and rated voltage when tested in accordance with IEEE 112.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install securely on firm foundation. Mount ball bearing motors with shaft in any position.
- C. Check line voltage and phase and ensure agreement with nameplate.
- D. Provide detailed installation and purchase information for reimbursement by Utility for rebate program.

#### **3.02 SCHEDULE - PREMIUM EFFICIENCY**

- A. NEMA Open Motor Service Factors.
  - 1. 1/6-1/3 hp:
    - a. 3600 rpm: 1.35.
    - b. 1800 rpm: 1.35.
    - c. 1200 rpm: 1.35.
    - d. 900 rpm: 1.35.
  - 2. 1/2 hp:
    - a. 3600 rpm: 1.25.
    - b. 1800 rpm: 1.25.
    - c. 1200 rpm: 1.25.
    - d. 900 rpm: 1.15.
  - 3. 3/4 hp:
    - a. 3600 rpm: 1.25.
    - b. 1800 rpm: 1.25.
    - c. 1200 rpm: 1.15.
    - d. 900 rpm: 1.15.
  - 4. 1 hp:
    - a. 3600 rpm: 1.25.
    - b. 1800 rpm: 1.15.
    - c. 1200 rpm: 1.15.
    - d. 900 rpm: 1.15.
  - 5. 1.5-150 hp:
    - a. 3600 rpm: 1.15.

- b. 1800 rpm: 1.15.
  - c. 1200 rpm: 1.15.
  - d. 900 rpm: 1.15.
- B. Three Phase - Premium Efficiency, Open Drip-Proof Performance:
- 1. Ratings.
    - a. 1 hp:
      - 1) NEMA Frame: 145T.
      - 2) Minimum Percent Power Factor: 72.
      - 3) Minimum Percent Efficiency: 82.5% @ 1200 RPM, 85.5% @ 1800 RPM, 77% @ 3600 RPM
    - b. 1-1/2 hp:
      - 1) NEMA Frame: 182T.
      - 2) Minimum Percent Power Factor: 73.
      - 3) Minimum Percent Efficiency: 86.5% @ 1200 RPM, 86.5% @ 1800 RPM, 84% @ 3600 RPM
    - c. 2 hp:
      - 1) NEMA Frame: 184T.
      - 2) Minimum Percent Power Factor: 75.
      - 3) Minimum Percent Efficiency: 87.5% @ 1200 RPM, 86.5% @ 1800 RPM, 85.5% @ 3600 RPM
    - d. 3 hp:
      - 1) NEMA Frame: 213T.
      - 2) Minimum Percent Power Factor: 60.
      - 3) Minimum Percent Efficiency: 88.5% @ 1200 RPM, 89.5% @ 1800 RPM, 85.5% @ 3600 RPM
    - e. 5 hp:
      - 1) NEMA Frame: 215T.
      - 2) Minimum Percent Power Factor: 65.
      - 3) Minimum Percent Efficiency: 89.5% @ 1200 RPM, 89.5% @ 1800 RPM, 86.5% @ 3600 RPM
    - f. 7-1/2 hp:
      - 1) NEMA Frame: 254T.
      - 2) Minimum Percent Power Factor: 73.
      - 3) Minimum Percent Efficiency: 90.2% @ 1200 RPM, 91% @ 1800 RPM, 88.5% @ 3600 RPM
    - g. 10 hp:
      - 1) NEMA Frame: 256T.
      - 2) Minimum Percent Power Factor: 74.
      - 3) Minimum Percent Efficiency: 91.7% @ 1200 RPM, 91.7% @ 1800 RPM, 89.5% @ 3600 RPM
    - h. 15 hp:
      - 1) NEMA Frame: 284T.
      - 2) Minimum Percent Power Factor: 77.
      - 3) Minimum Percent Efficiency: 91.7% @ 1200 RPM, 93% @ 1800 RPM, 90.2% @ 3600 RPM.
    - i. 20 hp:
      - 1) NEMA Frame: 286T.
      - 2) Minimum Percent Power Factor: 78.
      - 3) Minimum Percent Efficiency: 92.4% @ 1200 RPM, 93% @ 1800 RPM, 91% @ 3600 RPM

- j. 25 hp:
  - 1) NEMA Frame: 324T.
  - 2) Minimum Percent Power Factor: 74.
  - 3) Minimum Percent Efficiency: 93% @ 1200 RPM, 93.6% @ 1800 RPM, 91.7% @ 3600 RPM
- k. 30 hp:
  - 1) NEMA Frame: 326T.
  - 2) Minimum Percent Power Factor: 78.
  - 3) Minimum Percent Efficiency: 93.6% @ 1200 RPM, 94.1% @ 1800 RPM, 91.7% @ 3600 RPM
- l. 40 hp:
  - 1) NEMA Frame: 364T.
  - 2) Minimum Percent Power Factor: 77.
  - 3) Minimum Percent Efficiency: 94.1% @ 1200 RPM, 94.1 @ 1800 RPM, 92.4% @ 3600 RPM
- m. 50 hp:
  - 1) NEMA Frame: 365T.
  - 2) Minimum Percent Power Factor: 79.
  - 3) Minimum Percent Efficiency: 94.1% @ 1200 RPM, 94.5% @ 1800 RPM, 93% @ 3600 RPM
- n. 60 hp:
  - 1) NEMA Frame: 404T.
  - 2) Minimum Percent Power Factor: 82.
  - 3) Minimum Percent Efficiency: 93.
- o. 75 hp:
  - 1) NEMA Frame: 405T.
  - 2) Minimum Percent Power Factor: 80.
  - 3) Minimum Percent Efficiency: 93.
- p. 100 hp:
  - 1) NEMA Frame: 444T.
  - 2) Minimum Percent Power Factor: 80.
  - 3) Minimum Percent Efficiency: 93.
- C. Three Phase - Premium Efficiency, Totally Enclosed, Fan Cooled Performance:
  - 1. 1200 rpm.
    - a. 1 hp:
      - 1) NEMA Frame: 145T.
      - 2) Minimum Percent Power Factor: 72.
      - 3) Minimum Percent Efficiency: 82.5% @ 1200 RPM, 85.5% @ 1800 RPM, 77% @ 3600 RPM
    - b. 1-1/2 hp:
      - 1) NEMA Frame: 182T.
      - 2) Minimum Percent Power Factor: 73.
      - 3) Minimum Percent Efficiency: 87.5% @ 1200 RPM, 86.5% @ 1800 RPM, 84% @ 3600 RPM
    - c. 2 hp:
      - 1) NEMA Frame: 184T.
      - 2) Minimum Percent Power Factor: 68.
      - 3) Minimum Percent Efficiency: 88.5% @ 1200 RPM, 86.5% @ 1800 RPM, 85.5% @ 3600 RPM
    - d. 3 hp:

- 1) NEMA Frame: 213T.
  - 2) Minimum Percent Power Factor: 63.
  - 3) Minimum Percent Efficiency: 89.5% @ 1200 RPM, 89.5% @ 1800 RPM, 86.5% @ 3600 RPM
- e. 5 hp:
- 1) NEMA Frame: 215T.
  - 2) Minimum Percent Power Factor: 66.
  - 3) Minimum Percent Efficiency: 89.5% @ 1200 RPM, 89.5% @ 1800 RPM, 88.5% @ 3600 RPM
- f. 7-1/2 hp:
- 1) NEMA Frame: 254T.
  - 2) Minimum Percent Power Factor: 68.
  - 3) Minimum Percent Efficiency: 91% @ 1200 RPM, 91.7% @ 1800 RPM, 89.5% @ 3600 RPM
- g. 10 hp:
- 1) NEMA Frame: 256T.
  - 2) Minimum Percent Power Factor: 75.
  - 3) Minimum Percent Efficiency: 91% @ 1200 RPM, 91.7% @ 1800 RPM, 90.2% @ 3600 RPM
- h. 15 hp:
- 1) NEMA Frame: 284T.
  - 2) Minimum Percent Power Factor: 72.
  - 3) Minimum Percent Efficiency: 91.7% @ 1200 RPM, 92.4% @ 1800 RPM, 91% @ 3600 RPM
- i. 20 hp:
- 1) NEMA Frame: 286T.
  - 2) Minimum Percent Power Factor: 76.
  - 3) Minimum Percent Efficiency: 91.7% @ 1200 RPM, 93% @ 1800 RPM, 91% @ 3600 RPM
- j. 25 hp:
- 1) NEMA Frame: 324T.
  - 2) Minimum Percent Power Factor: 71.
  - 3) Minimum Percent Efficiency: 93% @ 1200 RPM, 93.6% @ 1800 RPM, 91.7% @ 3600 RPM
- k. 30 hp:
- 1) NEMA Frame: 326T.
  - 2) Minimum Percent Power Factor: 79.
  - 3) Minimum Percent Efficiency: 93% @ 1200 RPM, 93.6% @ 1800 RPM, 91.7% @ 3600 RPM.
- l. 40 hp:
- 1) NEMA Frame: 364T.
  - 2) Minimum Percent Power Factor: 78.
  - 3) Minimum Percent Efficiency: 94.1% @ 1200 RPM, 94.1% @ 1800 RPM, 92.4% @ 3600 RPM
- m. 50 hp:
- 1) NEMA Frame: 365T.
  - 2) Minimum Percent Power Factor: 81.
  - 3) Minimum Percent Efficiency: 94.1% @ 1200 RPM, 94.5% @ 1800 RPM, 93% @ 3600 RPM

- n. Over 50 HP - Refer to National Grid "Motor Up" Energy Efficiency requirements for reimbursement.

**END OF SECTION 23 05 13**

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**SECTION 23 05 53**  
**IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Nameplates.
- B. Tags.
- C. Stencils.
- D. Pipe markers.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 91 23 - Interior Painting: Identification painting.

**1.03 REFERENCE STANDARDS**

- A. ASME A13.1 - Scheme for the Identification of Piping Systems.

**1.04 SUBMITTALS**

- A. List: Submit list of wording, symbols, letter size, and color coding for mechanical identification.
- B. Chart and Schedule: Submit valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
- C. Product Data: Provide manufacturers catalog literature for each product required.
- D. Samples: Submit two labels or tags 1/2 x 4 inch in size.
- E. Manufacturer's Installation Instructions: Indicate special procedures, and installation.
- F. Project Record Documents: Record actual locations of tagged valves.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Brady Corporation: [www.bradycorp.com](http://www.bradycorp.com).
- B. Champion America, Inc: [www.Champion-America.com](http://www.Champion-America.com).
- C. Seton Identification Products: [www.seton.com/aec](http://www.seton.com/aec).

**2.02 NAMEPLATES**

- A. Description: Laminated three-layer plastic with engraved letters.
  - 1. Letter Color: White.
  - 2. Letter Height: 1/2 inch.
  - 3. Background Color: Black.

**2.03 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: Aluminum with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.
- C. Valve Tag Chart: Typewritten letter size list in anodized aluminum frame.

**2.04 STENCILS**

- A. Stencils: With clean cut symbols and letters of following size:
  - 1. 3/4 to 1-1/4 inch Outside Diameter of Insulation or Pipe: 8 inch long color field, 1/2 inch high letters.

2. 1-1/2 to 2 inch Outside Diameter of Insulation or Pipe: 8 inch long color field, 3/4 inch high letters.
  3. 2-1/2 to 6 inch Outside Diameter of Insulation or Pipe: 12 inch long color field, 1-1/4 inch high letters.
  4. 8 to 10 inch Outside Diameter of Insulation or Pipe: 24 inch long color field, 2-1/2 inch high letters.
  5. Over 10 inch Outside Diameter of Insulation or Pipe: 32 inch long color field, 3-1/2 inch high letters.
  6. Ductwork and Equipment: 2-1/2 inch high letters.
- B. Stencil Paint: As specified in Section 09 91 23, semi-gloss enamel, colors conforming to ASME A13.1.

## **2.05 PIPE MARKERS**

- A. Color: Conform to ASME A13.1.
- B. 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.
- C. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
- D. Underground Plastic Pipe Markers: Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Degrease and clean surfaces to receive adhesive for identification materials.
- B. Prepare surfaces in accordance with Section 09 91 23 for stencil painting.

### **3.02 INSTALLATION**

- A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install tags with corrosion resistant chain.
- C. Apply stencil painting in accordance with Section 09 91 23.
- D. Install plastic pipe markers in accordance with manufacturer's instructions.
- E. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.
- F. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.
- G. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates. Small devices, such as in-line pumps, may be identified with tags.
- H. Identify control panels and major control components outside panels with plastic nameplates.
- I. Identify thermostats relating to terminal boxes or valves with nameplates.
- J. Identify valves in main and branch piping with tags.
- K. Identify air terminal units and radiator valves with numbered tags.
- L. Tag automatic controls, instruments, and relays. Key to control schematic.
- M. Identify piping, concealed or exposed, with plastic pipe markers, plastic tape pipe markers or stenciled painting. Use tags on piping 3/4 inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. 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.

- N. Identify ductwork with plastic nameplates or stencilled painting. Identify with air handling unit identification number and area served. Locate identification at air handling unit, at each side of penetration of structure or enclosure, and at each obstruction.
- O. Locate ceiling tacks to locate valves, units, or dampers above lay-in panel ceilings. Locate in corner of panel closest to equipment.

**END OF SECTION 23 05 53**

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**SECTION 23 05 93**  
**TESTING, ADJUSTING, AND BALANCING FOR HVAC**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Testing, adjustment, and balancing of air systems.
- B. Testing, adjustment, and balancing of refrigerating systems.
- C. Measurement of final operating condition of HVAC systems.
- D. Sound measurement of equipment operating conditions.
- E. Vibration measurement of equipment operating conditions.
- F. Commissioning activities.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 91 10 - General Commissioning Requirements: Commissioning requirements that apply to all types of work.
- B. Section 01 91 10 - Functional Testing Procedures
- C. Section 23 08 00 - Mechanical Systems Commissioning
- D. Section 23 08 10 - Control Systems Commissioning

**1.03 REFERENCE STANDARDS**

- A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition.
- B. AABC MN-1 - AABC National Standards for Total System Balance; Associated Air Balance Council.
- C. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems.
- D. NEBB (TAB) - Procedural Standards for Testing Adjusting and Balancing of Environmental Systems.
- E. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing.

**1.04 SUBMITTALS**

- A. See Gilbane Building Company front end documents.
- B. Installer Qualifications: Submit name of adjusting and balancing agency and TAB supervisor for approval within 30 days after award of Contract.
- C. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
  - 1. Submit to Architect.
  - 2. Submit to the Commissioning Authority, Construction Manager, and HVAC controls contractor.
  - 3. Submit six weeks prior to starting the testing, adjusting, and balancing work.
  - 4. Include certification that the plan developer has reviewed the contract documents, the equipment and systems, and the control system with the Architect and other installers to sufficiently understand the design intent for each system.
  - 5. Include at least the following in the plan:
    - a. Preface: An explanation of the intended use of the control system.
    - b. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.

- c. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
  - d. Identification and types of measurement instruments to be used and their most recent calibration date.
  - e. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
  - f. Final test report forms to be used.
  - g. Detailed step-by-step procedures for TAB work for each system and issue, including:
    - 1) Terminal flow calibration (for each terminal type).
    - 2) Diffuser proportioning.
    - 3) Branch/submain proportioning.
    - 4) Total flow calculations.
    - 5) Rechecking.
    - 6) Diversity issues.
  - h. Expected problems and solutions, etc.
  - i. Criteria for using air flow straighteners or relocating flow stations and sensors; analogous explanations for the water side.
  - j. Details of how TOTAL flow will be determined; for example:
    - 1) Air: Sum of terminal flows via control system calibrated readings or via hood readings of all terminals, supply (SA) and return air (RA) pitot traverse, SA or RA flow stations.
    - 2) Water: Pump curves, circuit setter, flow station, ultrasonic, etc.
  - k. Specific procedures that will ensure that both air and water side are operating at the lowest possible pressures and methods to verify this.
  - l. Confirmation of understanding of the outside air ventilation criteria under all conditions.
  - m. Method of verifying and setting minimum outside air flow rate will be verified and set and for what level (total building, zone, etc.).
  - n. Method of checking building static and exhaust fan and/or relief damper capacity.
  - o. Proposed selection points for sound measurements and sound measurement methods.
  - p. Methods for making coil or other system plant capacity measurements, if specified.
  - q. Time schedule for TAB work to be done in phases (by floor, etc.).
  - r. Description of TAB work for areas to be built out later, if any.
  - s. Time schedule for deferred or seasonal TAB work, if specified.
  - t. False loading of systems to complete TAB work, if specified.
  - u. Exhaust fan balancing and capacity verifications, including any required room pressure differentials.
  - v. Interstitial cavity differential pressure measurements and calculations, if specified.
  - w. Procedures for field technician logs of discrepancies, deficient or uncompleted work by others, contract interpretation requests and lists of completed tests (scope and frequency).
  - x. Procedures for formal progress reports, including scope and frequency.
  - y. Procedures for formal deficiency reports, including scope, frequency and distribution.
- D. Field Logs: Submit at least twice a week to the Commissioning Authority.
- E. Control System Coordination Reports: Communicate in writing to the controls installer all setpoint and parameter changes made or problems and discrepancies identified during TAB that affect, or could affect, the control system setup and operation.
- F. Progress Reports.

- G. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
1. Submit to the the Commissioning Authority within two weeks after completion of testing, adjusting, and balancing.
  2. Revise TAB plan to reflect actual procedures and submit as part of final report.
  3. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
  4. Provide reports in soft cover, letter size, 3-ring binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.
  5. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
  6. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
  7. Units of Measure: Report data in I-P (inch-pound) units only.
  8. Include the following on the title page of each report:
    - a. Name of Testing, Adjusting, and Balancing Agency.
    - b. Address of Testing, Adjusting, and Balancing Agency.
    - c. Telephone number of Testing, Adjusting, and Balancing Agency.
    - d. Project name.
    - e. Project location.
    - f. Project Architect.
    - g. Project Engineer.
    - h. Project Contractor.
    - i. Project altitude.
    - j. Report date.
- H. Project Record Documents: Record actual locations of flow measuring stations and balancing valves and rough setting.

**1.05 QUALITY ASSURANCE (MOVED TO PART 3)**

**1.06 PRE-BALANCING MEETING (MOVED TO PART 3)**

**1.07 SEQUENCING AND SCHEDULING (MOVED TO PART 3)**

**1.08 WARRANTY (MOVED TO PART 3)**

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. Perform total system balance in accordance with one of the following:
1. AABC (NSTSB), AABC National Standards for Total System Balance.
  2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
  3. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
  4. SMACNA (TAB).
  5. Maintain at least one copy of the standard to be used at project site at all times.
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.

- C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.

### **3.02 EXAMINATION**

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
  - 1. Systems are started and operating in a safe and normal condition.
  - 2. Temperature control systems are installed complete and operable.
  - 3. Proper thermal overload protection is in place for electrical equipment.
  - 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
  - 5. Duct systems are clean of debris.
  - 6. Fans are rotating correctly.
  - 7. Fire and volume dampers are in place and open.
  - 8. Air coil fins are cleaned and combed.
  - 9. Access doors are closed and duct end caps are in place.
  - 10. Air outlets are installed and connected.
  - 11. Duct system leakage is minimized.
  - 12. Hydronic systems are flushed, filled, and vented.
  - 13. Pumps are rotating correctly.
  - 14. Proper strainer baskets are clean and in place.
  - 15. Service and balance valves are open.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

### **3.03 PREPARATION**

- A. Hold a pre-balancing meeting at least one week prior to starting TAB work.
  - 1. Require attendance by all installers whose work will be tested, adjusted, or balanced.
- B. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to Architect to facilitate spot checks during testing.
- C. Provide additional balancing devices as required.

### **3.04 ADJUSTMENT TOLERANCES**

- A. Air Handling Systems: Adjust to within plus or minus 10 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 10 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.
- C. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

### **3.05 RECORDING AND ADJUSTING**

- A. Field Logs: Maintain written logs including:
  - 1. Running log of events and issues.
  - 2. Discrepancies, deficient or uncompleted work by others.
  - 3. Contract interpretation requests.
  - 4. Lists of completed tests.
- B. Ensure recorded data represents actual measured or observed conditions.

- C. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- D. Mark on drawings the locations where traverse and other critical measurements were taken and cross reference the location in the final report.
- E. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- F. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
- G. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by the Owner.
- H. Check and adjust systems approximately six months after final acceptance and submit report.

### **3.06 AIR SYSTEM PROCEDURE**

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- F. Vary total system air quantities by adjustment of fan speeds. Provide drive and sheave changes required. Vary branch air quantities by damper regulation.
- G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
- H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
- K. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.
- L. Measure building static pressure and adjust supply, return, and exhaust air systems to provide required relationship between each to maintain approximately 0.05 inches positive static pressure near the building entries.
- M. Check multi-zone units for motorized damper leakage. Adjust air quantities with mixing dampers set first for cooling, then heating, then modulating.
- N. For variable air volume system powered units set volume controller to air flow setting indicated. Confirm connections properly made and confirm proper operation for automatic variable air volume temperature control.
- O. On fan powered VAV boxes, adjust air flow switches for proper operation.

- P. For laboratories, lab classrooms, and prep rooms, offset CFM values (differential between exhaust/return and supply airflows) shall be required to maintain a plus 10% minus 5% offset.

### 3.07 WATER SYSTEM PROCEDURE

- A. Adjust water systems to provide required or design quantities.
- B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gages to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.
- C. Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.
- D. Effect system balance with automatic control valves fully open to heat transfer elements.
- E. Effect adjustment of water distribution systems by means of balancing cocks, valves, and fittings. Do not use service or shut-off valves for balancing unless indexed for balance point.
- F. Where available pump capacity is less than total flow requirements or individual system parts, full flow in one part may be simulated by temporary restriction of flow to other parts.

### 3.08 COMMISSIONING

- A. Perform prerequisites prior to starting commissioning activities.
- B. Fill out Prefunctional Checklists for:
  - 1. Air side systems.
  - 2. Water side systems.
  - 3. Refrigeration systems
- C. Furnish to the Commissioning Authority, upon request, any data gathered but not shown in the final TAB report.
- D. Re-check minimum outdoor air intake flows and maximum and intermediate total airflow rates for \_\_\_ percent of the air handlers plus a random sample equivalent to \_\_\_ percent of the final TAB report data as directed by Commissioning Authority.
  - 1. Original TAB agency shall execute the re-checks, witnessed by the Commissioning Authority.
  - 2. Use the same test instruments as used in the original TAB work.
  - 3. Failure of more than 10 percent of the re-checked items of a given system shall result in the rejection of the system TAB report; rebalance the system, provide a new system TAB report, and repeat random re-checks.
  - 4. For purposes of re-check, failure is defined as follows:
    - a. Air Flow of Supply and Return: Deviation of more than 10 percent of instrument reading.
    - b. Minimum Outside Air Flow: Deviation of more than 20 percent of instrument reading; for inlet vane or VFD OSA compensation system using linear proportional control, deviation of more than 30 percent at intermediate supply flow.
    - c. Temperatures: Deviation of more than one degree F.
    - d. Air and Water Pressures: Deviation of more than 10 percent of full scale of test instrument reading.
    - e. Sound Pressures: Deviation of more than 3 decibels, with consideration for variations in background noise.
  - 5. For purposes of re-check, a whole system is defined as one in which inaccuracies will have little or no impact on connected systems; for example, the air distribution system served by one air handler or the hydronic chilled water supply system served by a chiller or the condenser water system.

- E. In the presence of the Commissioning Authority, verify that:
  - 1. Final settings of all valves, splitters, dampers and other adjustment devices have been permanently marked.
  - 2. The air system is being controlled to the lowest possible static pressure while still meeting design loads, less diversity; this shall include a review of TAB methods, established control setpoints, and physical verification of at least one leg from fan to diffuser having all balancing dampers wide open and that during full cooling of all terminal units taking off downstream of the static pressure sensor, the terminal unit on the critical leg has its damper 90 percent or more open.
  - 3. The water system is being controlled to the lowest possible pressure while still meeting design loads, less diversity; this shall include a review of TAB methods, established control setpoints, and physical verification of at least one leg from the pump to the coil having all balancing valves wide open and that during full cooling the cooling coil valve of that leg is 90 percent or more open.
- F. No seasonal tests are required.
- G. No further monitoring is required.
- H. No deferred testing is required.

### 3.09 SCOPE

- A. Test, adjust, and balance the following:
  - 1. Air Handling Units/Rooftop Mounted Air handling units

### 3.10 MINIMUM DATA TO BE REPORTED

- A. Electric Motors:
  - 1. Manufacturer.
  - 2. Model/Frame.
  - 3. HP/BHP.
  - 4. Phase, voltage, amperage; nameplate, actual, no load.
  - 5. RPM.
  - 6. Service factor.
  - 7. Starter size, rating, heater elements.
  - 8. Sheave Make/Size/Bore.
- B. V-Belt Drives:
  - 1. Identification/location.
  - 2. Required driven RPM.
  - 3. Driven sheave, diameter and RPM.
  - 4. Belt, size and quantity.
  - 5. Motor sheave diameter and RPM.
  - 6. Center to center distance, maximum, minimum, and actual.
- C. Air Cooled Condensers:
  - 1. Identification/number.
  - 2. Location.
  - 3. Manufacturer.
  - 4. Model number.
  - 5. Serial number.
  - 6. Entering DB air temperature, design and actual.
  - 7. Leaving DB air temperature, design and actual.
  - 8. Number of compressors.
- D. Cooling Coils:

1. Identification/number.
  2. Location.
  3. Service.
  4. Manufacturer.
  5. Air flow, design and actual.
  6. Entering air DB temperature, design and actual.
  7. Entering air WB temperature, design and actual.
  8. Leaving air DB temperature, design and actual.
  9. Leaving air WB temperature, design and actual.
  10. Saturated suction temperature, design and actual.
  11. Air pressure drop, design and actual.
- E. Heating Coils:
1. Identification/number.
  2. Location.
  3. Service.
  4. Manufacturer.
  5. Air flow, design and actual.
  6. Entering air temperature, design and actual.
  7. Leaving air temperature, design and actual.
  8. Air pressure drop, design and actual.
- F. Air Moving Equipment:
1. Location.
  2. Manufacturer.
  3. Model number.
  4. Serial number.
  5. Arrangement/Class/Discharge.
  6. Air flow, specified and actual.
  7. Return air flow, specified and actual.
  8. Outside air flow, specified and actual.
  9. Total static pressure (total external), specified and actual.
  10. Inlet pressure.
  11. Discharge pressure.
  12. Sheave Make/Size/Bore.
  13. Number of Belts/Make/Size.
  14. Fan RPM.
- G. Return Air/Outside Air:
1. Identification/location.
  2. Design air flow.
  3. Actual air flow.
  4. Design return air flow.
  5. Actual return air flow.
  6. Design outside air flow.
  7. Actual outside air flow.
  8. Return air temperature.
  9. Outside air temperature.
  10. Required mixed air temperature.
  11. Actual mixed air temperature.
  12. Design outside/return air ratio.
  13. Actual outside/return air ratio.

- H. Duct Traverses:
  - 1. System zone/branch.
  - 2. Duct size.
  - 3. Area.
  - 4. Design velocity.
  - 5. Design air flow.
  - 6. Test velocity.
  - 7. Test air flow.
  - 8. Duct static pressure.
  - 9. Air temperature.
  - 10. Air correction factor.
- I. Sound Level Reports:
  - 1. Location.
  - 2. Octave bands - equipment off.
  - 3. Octave bands - equipment on.
- J. Vibration Tests:
  - 1. Location of points:
    - a. Fan bearing, drive end.
    - b. Fan bearing, opposite end.
    - c. Motor bearing, center (if applicable).
    - d. Motor bearing, drive end.
    - e. Motor bearing, opposite end.
    - f. Casing (bottom or top).
    - g. Casing (side).
    - h. Duct after flexible connection (discharge).
    - i. Duct after flexible connection (suction).
  - 2. Test readings:
    - a. Horizontal, velocity and displacement.
    - b. Vertical, velocity and displacement.
    - c. Axial, velocity and displacement.
  - 3. Normally acceptable readings, velocity and acceleration.
  - 4. Unusual conditions at time of test.
  - 5. Vibration source (if non-complying).

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**SECTION 23 08 00**  
**COMMISSIONING OF HVAC**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. See Section 01 91 13 - General Commissioning Requirements for overall objectives; comply with the requirements of Section 01 91 13.
- B. This section covers the Contractor's responsibilities for commissioning; each subcontractor or installer responsible for the installation of a particular system or equipment item to be commissioned is responsible for the commissioning activities relating to that system or equipment item.
- C. The Commissioning Authority (CA) directs and coordinates all commissioning activities and provides Prefunctional Checklists and Functional Test Procedures for Contractor's use.
- D. The entire HVAC system is to be commissioned, including commissioning activities for the following specific items:
  1. Control system.
  2. Major and minor equipment items.
  3. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.
  4. Indoor Air Quality Procedures: The Commissioning Authority will coordinate; Contractor will execute; see Section 01 57 19.
- E. The Prefunctional Checklist and Functional Test requirements specified in this section are in addition to, not a substitute for, inspection or testing specified in other sections.

**1.02 SUBMITTALS**

- A. Updated Submittals: Keep the Commissioning Authority informed of all changes to control system documentation made during programming and setup; revise and resubmit when substantial changes are made.
- B. DRAFT Prefunctional Checklists and Functional Test Procedures for Control System: Detailed written plan indicating the procedures to be followed to test, checkout and adjust the control system prior to full system Functional Testing; include at least the following for each type of equipment controlled:
  1. System name.
  2. List of devices.
  3. Step-by-step procedures for testing each controller after installation, including:
    - a. Process of verifying proper hardware and wiring installation.
    - b. Process of downloading programs to local controllers and verifying that they are addressed correctly.
    - c. Process of performing operational checks of each controlled component.
    - d. Plan and process for calibrating valve and damper actuators and all sensors.
    - e. Description of the expected field adjustments for transmitters, controllers and control actuators should control responses fall outside of expected values.
  4. Copy of proposed log and field checkout sheets to be used to document the process; include space for initial and final read values during calibration of each point and space to specifically indicate when a sensor or controller has "passed" and is operating within the contract parameters.
  5. Description of the instrumentation required for testing.
  6. Indicate what tests on what systems should be completed prior to TAB using the control system for TAB work. Coordinate with the Commissioning Authority and TAB contractor for this determination.

- C. Startup Reports, Prefunctional Checklists, and Trend Logs: Submit for approval of Commissioning Authority.
- D. HVAC Control System O&M Manual Requirements. In addition to documentation specified elsewhere, compile and organize at minimum the following data on the control system:
1. Specific step-by-step instructions on how to perform and apply all functions, features, modes, etc. mentioned in the controls training sections of this specification and other features of this system. Provide an index and clear table of contents. Include the detailed technical manual for programming and customizing control loops and algorithms.
  2. Full as-built set of control drawings.
  3. Full as-built sequence of operations for each piece of equipment.
  4. Full points list; in addition to the information on the original points list submittal, include a listing of all rooms with the following information for each room:
    - a. Floor.
    - b. Room number.
    - c. Room name.
    - d. Air handler unit ID.
    - e. Reference drawing number.
    - f. Air terminal unit tag ID.
    - g. Heating and/or cooling valve tag ID.
    - h. Minimum air flow rate.
    - i. Maximum air flow rate.
  5. Full print out of all schedules and set points after testing and acceptance of the system.
  6. Full as-built print out of software program.
  7. Electronic copy on disk of the entire program for this facility.
  8. Marking of all system sensors and thermostats on the as-built floor plan and HVAC drawings with their control system designations.
  9. Maintenance instructions, including sensor calibration requirements and methods by sensor type, etc.
  10. Control equipment component submittals, parts lists, etc.
  11. Warranty requirements.
  12. Copies of all checkout tests and calibrations performed by the Contractor (not commissioning tests).
  13. Organize and subdivide the manual with permanently labeled tabs for each of the following data in the given order:
    - a. Sequences of operation.
    - b. Control drawings.
    - c. Points lists.
    - d. Controller and/or module data.
    - e. Thermostats and timers.
    - f. Sensors and DP switches.
    - g. Valves and valve actuators.
    - h. Dampers and damper actuators.
    - i. Program setups (software program printouts).
- E. Project Record Documents: See Section 01 78 00 for additional requirements.
1. Submit updated version of control system documentation, for inclusion with operation and maintenance data.
  2. Show actual locations of all static and differential pressure sensors (air, water and building pressure) and air-flow stations on project record drawings.
- F. Draft Training Plan: In addition to requirements specified in Section 01 79 00, include:
1. Follow the recommendations of ASHRAE Guideline 1.1.

2. Control system manufacturer's recommended training.
  3. Demonstration and instruction on function and overrides of any local packaged controls not controlled by the HVAC control system.
- G. Training Manuals: See Section 01 79 00 for additional requirements.
1. Provide three extra copies of the controls training manuals in a separate manual from the O&M manuals.

## **PART 2 PRODUCTS**

### **2.01 TEST EQUIPMENT**

- A. Provide all standard testing equipment required to perform startup and initial checkout and required functional performance testing; unless otherwise noted such testing equipment will NOT become the property of Owner.
- B. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to Owner; such equipment, tools, and instruments are to become the property of Owner.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Cooperate with the Commissioning Authority in development of the Prefunctional Checklists and Functional Test Procedures.
- B. Furnish additional information requested by the Commissioning Authority.
- C. Prepare a preliminary schedule for HVAC pipe and duct system testing, flushing and cleaning, equipment start-up and testing, adjusting, and balancing start and completion for use by the Commissioning Authority; update the schedule as appropriate.
- D. Notify the Commissioning Authority when pipe and duct system testing, flushing, cleaning, startup of each piece of equipment and testing, adjusting, and balancing will occur; when commissioning activities not yet performed or not yet scheduled will delay construction notify ahead of time and be proactive in seeing that the Commissioning Authority has the scheduling information needed to efficiently execute the commissioning process.
- E. Put all HVAC equipment and systems into operation and continue operation during each working day of testing, adjusting, and balancing and commissioning, as required.
- F. Provide test holes in ducts and plenums where directed to allow air measurements and air balancing; close with an approved plug.
- G. Provide temperature and pressure taps in accordance with the contract documents.

### **3.02 INSPECTING AND TESTING - GENERAL**

- A. Submit startup plans, startup reports, and Prefunctional Checklists for each item of equipment or other assembly to be commissioned.
- B. Perform the Functional Tests directed by the Commissioning Authority for each item of equipment or other assembly to be commissioned.
- C. Provide two-way radios for use during the testing.
- D. Valve/Damper Stroke Setup and Check:
  1. For all valve/damper actuator positions checked, verify the actual position against the control system readout.
  2. Set pump/fan to normal operating mode.
  3. Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.

4. Command valve/damper open; verify position is full open and adjust output signal as required.
  5. Command valve/damper to a few intermediate positions.
  6. If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).
- E. Isolation Valve or System Valve Leak Check: For valves not by coils.
1. With full pressure in the system, command valve closed.
  2. Use an ultra-sonic flow meter to detect flow or leakage.
- F. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to Owner.

### **3.03 TAB COORDINATION**

- A. TAB: Testing, adjusting, and balancing of HVAC.
- B. Coordinate commissioning schedule with TAB schedule.
- C. Review the TAB plan to determine the capabilities of the control system toward completing TAB.
- D. Provide all necessary unique instruments and instruct the TAB technicians in their use; such as handheld control system interface for setting terminal unit boxes, etc.
- E. Have all required Prefunctional Checklists, calibrations, startup and component Functional Tests of the system completed and approved by the Commissioning Authority prior to starting TAB.
- F. Provide a qualified control system technician to operate the controls to assist the TAB technicians or provide sufficient training for the TAB technicians to operate the system without assistance.

### **3.04 CONTROL SYSTEM FUNCTIONAL TESTING**

- A. Prefunctional Checklists for control system components will require a signed and dated certification that all system programming is complete as required to accomplish the requirements of the Contract Documents and the detailed Sequences of Operation documentation submittal.
- B. Do not start Functional Testing until all controlled components have themselves been successfully Functionally Tested in accordance with the contract documents.
- C. Using a skilled technician who is familiar with this building, execute the Functional Testing of the control system as required by the Commissioning Authority.
- D. Functional Testing of the control system constitutes demonstration and trend logging of control points monitored by the control system.
  1. The scope of trend logging is partially specified; trend log up to 50 percent more points than specified at no extra cost to Owner.
  2. Perform all trend logging specified in Prefunctional Checklists and Functional Test procedures.
- E. Functionally Test integral or stand-alone controls in conjunction with the Functional Tests of the equipment they are attached to, including any interlocks with other equipment or systems; further testing during control system Functional Test is not required unless specifically indicated below.
- F. Demonstrate the following to the Commissioning Authority during testing of controlled equipment; coordinate with commissioning of equipment.
  1. Setpoint changing features and functions.
  2. Sensor calibrations.
- G. Demonstrate to the Commissioning Authority:
  1. That all specified functions and features are set up, debugged and fully operable.

2. That scheduling features are fully functional and setup, including holidays.
  3. That all graphic screens and value readouts are completed.
  4. Correct date and time setting in central computer.
  5. That field panels read the same time as the central computer; sample 10 percent of field panels; if any of those fail, sample another 10 percent; if any of those fail test all remaining units at no extra cost to Owner.
  6. Functionality of field panels using local operator keypads and local ports (plug-ins) using portable computer/keypad; demonstrate 100 percent of panels and 10 percent of ports; if any ports fail, sample another 10 percent; if any of those fail, test all remaining units at no extra cost to Owner.
  7. Power failure and battery backup and power-up restart functions.
  8. Global commands features.
  9. Security and access codes.
  10. Occupant over-rides (manual, telephone, key, keypad, etc.).
  11. O&M schedules and alarms.
  12. Occupancy sensors and controls.
  13. All control strategies and sequences not tested during controlled equipment testing.
- H. If the control system, integral control components, or related equipment do not respond to changing conditions and parameters appropriately as expected, as specified and according to acceptable operating practice, under any of the conditions, sequences, or modes tested, correct all systems, equipment, components, and software required at no additional cost to Owner.

### **3.05 OPERATION AND MAINTENANCE MANUALS**

- A. See Section 01 78 00 for additional requirements.
- B. Add design intent documentation furnished by Architect to manuals prior to submission to Owner.
- C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.
- D. Commissioning Authority will add commissioning records to manuals after submission to Owner.

### **3.06 DEMONSTRATION AND TRAINING**

- A. See Section 01 79 00 for additional requirements.
- B. Demonstrate operation and maintenance of HVAC system to Owner' personnel; if during any demonstration, the system fails to perform in accordance with the information included in the O&M manual, stop demonstration, repair or adjust, and repeat demonstration. Demonstrations may be combined with training sessions if appropriate.
- C. These demonstrations are in addition to, and not a substitute for, Prefunctional Checklists and demonstrations to the Commissioning Authority during Functional Testing.
- D. Provide classroom and hands-on training of Owner's designated personnel on operation and maintenance of the HVAC system, control system, and all equipment items indicated to be commissioned. Provide the following minimum durations of training:
- E. TAB Review: Instruct Owner's personnel for minimum 2 hours, after completion of TAB, on the following:
  1. Review final TAB report, explaining the layout and meanings of each data type.
  2. Discuss any outstanding deficient items in control, ducting or design that may affect the proper delivery of air or water.
  3. Identify and discuss any terminal units, duct runs, diffusers, coils, fans and pumps that are close to or are not meeting their design capacity.

4. Discuss any temporary settings and steps to finalize them for any areas that are not finished.
  5. Other salient information that may be useful for facility operations, relative to TAB.
- F. HVAC Control System Training: Perform training in at least three phases:
1. Phase 1 - Basic Control System: Provide minimum of 8 hours of actual training on the control system itself. Upon completion of training, each attendee, using appropriate documentation, should be able to perform elementary operations and describe general hardware architecture and functionality of the system.
    - a. This training may be held on-site or at the manufacturer's facility.
    - b. If held off-site, the training may occur prior to final completion of the system installation.
    - c. For off-site training, Contractor shall pay expenses of up to two attendees.
  2. Phase 2 - Integrating with HVAC Systems: Provide minimum of 8 hours of on-site, hands-on training after completion of Functional Testing. Include instruction on:
    - a. The specific hardware configuration of installed systems in this facility and specific instruction for operating the installed system, including interfaces with other systems, if any.
    - b. Security levels, alarms, system start-up, shut-down, power outage and restart routines, changing setpoints and alarms and other typical changed parameters, overrides, freeze protection, manual operation of equipment, optional control strategies that can be considered, energy savings strategies and set points that if changed will adversely affect energy consumption, energy accounting, procedures for obtaining vendor assistance, etc.
    - c. Trend logging and monitoring features (values, change of state, totalization, etc.), including setting up, executing, downloading, viewing both tabular and graphically and printing trends; provide practice in setting up trend logging and monitoring during training session.
    - d. Every display screen, allowing time for questions.
    - e. Point database entry and modifications.
  3. Phase 3 - Post-Occupancy: Six months after occupancy conduct minimum of 4 hours of training. Tailor training session to questions and topics solicited beforehand from Owner. Also be prepared to address topics brought up and answer questions concerning operation of the system.
- G. Provide the services of manufacturer representatives to assist instructors where necessary.
- H. Provide the services of the HVAC controls instructor at other training sessions, when requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.

**END OF SECTION 23 08 00**

**SECTION 23 09 23**  
**DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. HVAC control programs.
- B. Chiller control programs.
- C. Control equipment.
- D. Software.

**1.02 RELATED REQUIREMENTS**

- A. Section 28 46 00 - Fire Detection and Alarm.
- B. Section 23 09 13 - Instrumentation and Control Devices for HVAC.
- C. Section 23 09 93 - Sequence of Operations for HVAC Controls.
- D. Section 26 05 83 - Wiring Connections: Electrical characteristics and wiring connections.
- E. Section 27 52 23.50 - Educational Intercommunications and Programs - Education For Sustainability Systems

**1.03 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code.
- B. UL (DIR) - Online Certifications Directory.

**1.04 SYSTEM DESCRIPTION**

- A. Automatic temperature control field monitoring and control system using field programmable micro-processor based units .
- B. Base system on distributed system of fully intelligent, stand-alone controllers, operating in a multi-tasking, multi-user environment on token passing network, with central and remote hardware, software, and interconnecting wire and conduit.
- C. Include computer software and all hardware, operator input/output devices, control units, local area networks (LAN), sensors, control devices, actuators.
- D. Controls for variable air volume terminals, radiation, reheat coils, unit heaters, fan coils, and the like when directly connected to the control units. Individual terminal unit control is specified in Section 23 0913.
- E. Provide control systems consisting of thermostats, control valves, dampers and operators, indicating devices, interface equipment, power transformers and electrical feeds, and other apparatus and accessories required to operate mechanical systems, and to perform functions specified.
- F. Include installation and calibration, supervision, adjustments, and fine tuning necessary for complete and fully operational system.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for each system component and software module.
- C. Shop Drawings:
  - 1. Indicate trunk cable schematic showing programmable control unit locations, and trunk data conductors.
  - 2. List connected data points, including connected control unit and input device.

3. Indicate system graphics indicating monitored systems, data (connected and calculated) point addresses, and operator notations. Provide demonstration digital media containing graphics.
  4. Show system configuration with peripheral devices, batteries, power supplies, diagrams, modems, and interconnections.
  5. Indicate description and sequence of operation of operating, user, and application software.
- D. Manufacturer's Instructions: Indicate manufacturer's installation instructions for all manufactured components.
- E. Project Record Documents: Record actual locations of control components, including control units, thermostats, and sensors.
1. Revise shop drawings to reflect actual installation and operating sequences.
  2. Include submittals data in final "Record Documents" form.
- F. Operation and Maintenance Data:
1. Include interconnection wiring diagrams complete field installed systems with identified and numbered, system components and devices.
  2. Include keyboard illustrations and step-by-step procedures indexed for each operator function.
  3. Include inspection period, cleaning methods, cleaning materials recommended, and calibration tolerances.
- G. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.

#### **1.06 QUALITY ASSURANCE**

- A. Perform work in accordance with NFPA 70.
- B. Designer Qualifications: Perform design of system using manufacturer's software under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- C. Products Requiring Electrical Connection: Listed and classified by UL (DIR) as suitable for purpose specified and indicated.

#### **1.07 PRE-INSTALLATION MEETING**

- A. Convene one week before starting work of this Section.
- B. Require attendance of parties directly affecting the work of this Section.

#### **1.08 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Substantial Completion.
- C. Provide five year manufacturer's warranty for field programmable micro-processor based units.

#### **1.09 MAINTENANCE SERVICE**

- A. Provide service and maintenance of energy management and control systems for one year from Date of Substantial Completion.
- B. Provide four complete inspections per year, two in each season, to inspect, calibrate, and adjust controls as required, and submit written reports.
- C. Provide complete service of systems, including call backs. Make minimum of 4 complete normal inspections of approximately 4 hours duration in addition to normal service calls to inspect, calibrate, and adjust controls, and submit written reports.

### 1.10 EXTRA MATERIALS

- A. See Section 01 6000 - Product Requirements, for additional provisions.

### 1.11 PROTECTION OF SOFTWARE RIGHTS

- A. Prior to delivery of software, the Owner and the party providing the software will enter into a software license agreement with provisions for the following:
  1. Limiting use of software to equipment provided under these specifications.
  2. Limiting copying.
  3. Preserving confidentiality.
  4. Prohibiting transfer to a third party.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Johnson Controls, Inc: [www.johnsoncontrols.com](http://www.johnsoncontrols.com).
- B. Substitutions: See Gilbane Project Manual

### 2.02 SYSTEM DESCRIPTION:

- A. **Provide JCI Tridium FX series upgrade to the building-wide NAE and supervisory controllers, including new JACEs, and upgraded software to Facility Explorer. The new web-based automatic temperature control field monitoring and control system using field programmable micro-processor based units shall be BACnet native. All existing controllers and points shall be mapped back to the new platform.**
- B. Base system on distributed system of fully intelligent, stand-alone controllers, operating in a multi-tasking, multi-user environment on token passing network, with central and remote hardware, software, and interconnecting wire and conduit.
- C. Include computer software and hardware, operator input/output devices, control units, local area networks (LAN), sensors, control devices, actuators.
- D. Controls for variable air volume terminals, radiation, reheat coils, unit heaters, fan coils, and the like when directly connected to the control units. Individual terminal unit control is specified in Section 23 09 13.
- E. Provide control systems consisting of thermostats, control valves, dampers and operators, indicating devices, interface equipment and other apparatus and accessories required to operate mechanical systems, and to perform functions specified.
- F. Include installation and calibration, supervision, adjustments, and fine tuning necessary for complete and fully operational system.

### 2.03 OPERATOR STATION

- A. Work Station:
  1. Utilize owner-provided mobile laptop for interface.
- B. System Support: Minimum ten (10) work stations connected to multi-user, multi-tasking environment with concurrent capability to:
  1. Access DDC network.
  2. Access or control same control unit.
  3. Access or modify same control unit data base.
  4. Archive data, alarms, and network actions to hard disk regardless of what application programs are being currently executed.
  5. Develop and edit data base.
  6. Implement and tune DDC control.
  7. Develop graphics.

8. Control facility.

#### 2.04 CONTROL UNITS

- A. Units: Modular in design and consisting of processor board with programmable RAM memory, local operator access and display panel, and integral interface equipment.
- B. Battery Backup: For minimum of 48 hours for complete system including RAM without interruption, with automatic battery charger.
- C. Control Units Functions:
  1. Monitor or control each input/output point.
  2. Completely independent with hardware clock/calendar and software to maintain control independently.
  3. Acquire, process, and transfer information to operator station or other control units on network.
  4. Accept, process, and execute commands from other control unit's or devices or operator stations.
  5. Access both data base and control functions simultaneously.
  6. Record, evaluate, and report changes of state or value that occur among associated points. Continue to perform associated control functions regardless of status of network.
  7. Perform in stand-alone mode:
    - a. Start/stop.
    - b. Duty cycling.
    - c. Automatic Temperature Control.
    - d. Demand control via a sliding window, predictive algorithm.
    - e. Event initiated control.
    - f. Calculated point.
    - g. Scanning and alarm processing.
    - h. Full direct digital control.
    - i. Trend logging.
    - j. Global communications.
    - k. Maintenance scheduling.
- D. Global Communications:
  1. Broadcast point data onto network, making that information available to all other system control units.
  2. Transmit any or all input/output points onto network for use by other control units and utilize data from other control units.
- E. Input/Output Capability:
  1. Discrete/digital input (contact status).
  2. Discrete/digital output.
  3. Analog input.
  4. Analog output.
  5. Pulse input (5 pulses/second).
  6. Pulse output (0-655 seconds in duration with 0.01 second resolution).
- F. Monitor, control, or address data points. Mix shall include analog inputs, analog outputs, pulse inputs, pulse outputs and discrete inputs/outputs, as required. Install control unit's with minimum 30 percent spare capacity.
- G. Point Scanning: Set scan or execution speed of each point to operator selected time from 1 to 250 seconds.
- H. Upload/Download Capability: Download from or upload to operator station. Upload/Download time for entire control unit database maximum 10 seconds on hard wired LAN, or 60 seconds over voice grade phone lines.

- I. Test Mode Operation: Place input/output points in test mode to allow testing and developing of control algorithms on line without disrupting field hardware and controlled environment. In test mode:
  1. Inhibit scanning and calculation of input points. Issue manual control to input points (set analog or digital input point to operator determined test value) from work station.
  2. Control output points but change only data base state or value; leave external field hardware unchanged.
  3. Enable control actions on output points but change only data base state or value.
- J. Local display and adjustment panel: Portable control unit, containing digital display, and numerical keyboard. Display and adjust:
  1. Input/output point information and status.
  2. Controller set points.
  3. Controller tuning constants.
  4. Program execution times.
  5. High and low limit values.
  6. Limit differential.
  7. Set/display date and time.
  8. Control outputs connected to the network.
  9. Automatic control outputs.
  10. Perform control unit diagnostic testing.
  11. Points in "Test" mode.

## **2.05 LOCAL AREA NETWORK (LAN)**

- A. Provide communication between control units over dedicated local area network (LAN) provided by the controls contractor.
- B. LAN Capacity: Not less than 100 stations or nodes.
- C. Break in Communication Path: Alarm and automatically initiate LAN reconfiguration.
- D. LAN Data Speed: Minimum 19.2 Kb.
- E. Communication Techniques: Allow interface into network by multiple operation stations and by auto-answer/auto-dial modems. Support communication over telephone lines utilizing modems.
- F. Transmission Median: Fiber optic or single pair of solid 24 gage twisted, shielded copper cable.
- G. Network Support: Time for global point to be received by any station, shall be less than 3 seconds. Provide automatic reconfiguration if any station is added or lost. If transmission cable is cut, reconfigure two sections with no disruption to system's operation, without operator intervention.

## **2.06 OPERATING SYSTEM SOFTWARE**

- A. Input/Output Capability From Web-Based Operator Interface Portal:
  1. Request display of current values or status in tabular or graphic format.
  2. Command selected equipment to specified state.
  3. Initiate logs and reports.
  4. Change analog limits.
  5. Add, delete, or change points within each control unit or application routine.
  6. Change point input/output descriptors, status, alarm descriptors, and engineering unit descriptors.
  7. Add new control units to system.
  8. Modify and set up maintenance scheduling parameters.
  9. Develop, modify, delete or display full range of color graphic displays.
  10. Automatically archive select data even when running third party software.

11. Provide capability to sort and extract data from archived files and to generate custom reports.
  12. Support two printer operations.
    - a. Alarm printer: Print alarms, operator acknowledgements, action messages, system alarms, operator sign-on and sign-off.
    - b. Data printer: Print reports, page prints, and data base prints.
  13. Select daily, weekly or monthly as scheduled frequency to synchronize time and date in digital control units. Accommodate daylight savings time adjustments.
  14. Print selected control unit data base.
- B. Operator System Access: Via software password with minimum 30 access levels at work station and minimum 3 access levels at each control unit.
- C. Data Base Creation and Support: Changes shall utilize standard procedures. Control unit shall automatically check work station data base files upon connection and verify data base match. Minimum capability shall include:
1. Add and delete points.
  2. Modify any point parameter.
  3. Change, add, or delete English language descriptors.
  4. Add, modify, or delete alarm limits.
  5. Add, modify, or delete points in start/stop programs, trend logs, etc.
  6. Create custom relationship between points.
  7. Create or modify DDC loops and parameters.
  8. Create or modify override parameters.
  9. Add, modify, and delete any applications program.
  10. Add, delete, develop, or modify dynamic color graphic displays.
- D. Dynamic Color Graphic Displays:
1. Utilizes custom symbols or system supported library of symbols.
  2. Sixteen (16) colors.
  3. Sixty (60) outputs of real time, live dynamic data per graphic.
  4. Dynamic graphic data.
  5. 1,000 separate graphic pages.
  6. Modify graphic screen refresh rate between 1 and 60 seconds.
- E. Operator Station:
1. Accept data from LAN as needed without scanning entire network for updated point data.
  2. Interrogate LAN for updated point data when requested.
  3. Allow operator command of devices.
  4. Allow operator to place specific control units in or out of service.
  5. Allow parameter editing of control units.
  6. Store duplicate data base for every control unit and allow down loading while system is on line.
  7. Control or modify specific programs.
  8. Develop, store and modify dynamic color graphics.
  9. Provide data archiving of assigned points and support overlay graphing of this data utilizing up to four (4) variables.
- F. Alarm Processing:
1. Off normal condition: Cause alarm and appropriate message, including time, system, point descriptor, and alarm condition. Select alarm state/value and which alarms shall cause automatic dial-out.
  2. Critical alarm or change-of-state: Display message, stored on disk for review and sort, or print.

3. Print on line changeable message, up to 100 characters in length, for each alarm point specified.
  4. Display alarm reports on video. Display multiple alarms in order of occurrence.
  5. Define time delay for equipment start-up or shutdown.
  6. Allow unique routing of specific alarms.
  7. Operator specifies if alarm requires acknowledgement.
  8. Continue to indicate unacknowledged alarms after return to normal.
  9. Alarm notification:
    - a. Automatic print.
    - b. Display indicating alarm condition.
    - c. Selectable audible alarm indication.
- G. Event Processing: Automatically initiate commands, user defined messages, take specific control actions or change control strategy and application programs resulting from event condition. Event condition may be value crossing operator defined limit, change-of-state, specified state, or alarm occurrence or return to normal.
- H. Automatic Restart: Automatically restart field equipment on restoration of power. Provide time delay between individual equipment restart and time of day start/stop.
- I. Messages:
  1. Automatically display or print user-defined message subsequent to occurrence of selected events.
  2. Compose, change, or delete any message.
  3. Display or log any message at any time.
  4. Assign any message to any event.
- J. Reports:
  1. Manually requested with time and date.
  2. Long term data archiving to hard disk.
  3. Automatic directives to download to transportable media such as floppy diskettes for storage.
  4. Data selection methods to include data base search and manipulation.
  5. Data extraction with mathematical manipulation.
  6. Data reports shall allow development of XY curve plotting, tabular reports (both statistical and summary), and multi-point timed based plots with not less than four (4) variables displayed.
  7. Generating reports either normally at operator direction, or automatically under work station direction.
  8. Reports may either manually displayed or printed, or may be printed automatically on daily, weekly, monthly, yearly or scheduled basis.
  9. Include capability for statistical data manipulation and extraction.
  10. Provide capability to generate four types of reports: Statistical detail reports, summary reports, trend graphic plots, x-y graphic plots.
- K. Parameter Save/Restore: Store most current operating system, parameter changes, and modifications on disk or diskette.
- L. Data Collection:
  1. Automatically collect and store in disk files.
  2. Daily electrical energy consumption, peak demand, and time of peak demand for up to electrical meters over 2 year period.
  3. Daily consumption for up to 30 meters over a 2 year period.
  4. Daily billable electrical energy consumption and time for up to 1024 zones over a 10 year period.

5. Provide archiving of stored data for use with system supplied custom reports.
- M. Graphic Display: Support graphic development on work station with software features:
  1. Page linking.
  2. Generate, store, and retrieve library symbols.
  3. Single or double height characters.
  4. Sixty (60) dynamic points of data per graphic page.
  5. Pixel level resolution.
  6. Animated graphics for discrete points.
  7. Analog bar graphs.
  8. Display real time value of each input or output line diagram fashion.
- N. Maintenance Management:
  1. Run time monitoring, per point.
  2. Maintenance scheduling targets with automatic annunciation, scheduling and shutdown.
  3. Equipment safety targets.
  4. Display of maintenance material and estimated labor.
  5. Target point reset, per point.
- O. Advisories:
  1. Summary which contains status of points in locked out condition.
  2. Continuous operational or not operational report of interrogation of system hardware and programmable control units for failure.
  3. Report of power failure detection, time and date.
  4. Report of communication failure with operator device, field interface unit, point, programmable control unit.

## 2.07 LOAD CONTROL PROGRAMS

- A. General: Support inch-pounds and SI (metric) units of measurement.
- B. Demand Limiting:
  1. Monitor total power consumption per power meter and shed associated loads automatically to reduce power consumption to an operator set maximum demand level.
  2. Input: Pulse count from incoming power meter connected to pulse accumulator in control unit.
  3. Forecast demand (kW): Predicted by sliding window method.
  4. Automatically shed loads throughout the demand interval selecting loads with independently adjustable on and off time of between one and 255 minutes.
  5. Demand Target: Minimum of 3 per demand meter; change targets based upon (1) time, (2) status of pre-selected points, or (3) temperature.
  6. Load: Assign load shed priority, minimum "ON" time and maximum "OFF" time.
  7. Limits: Include control band (upper and lower limits).
  8. Output advisory if loads are not available to satisfy required shed amount, advise shed requirements and requiring operator acknowledgement.
- C. Duty Cycling:
  1. Periodically stop and start loads, based on space temperature, and according to various On/Off patterns.
  2. Modify off portion of cycle based on operator specified comfort parameters. Maintain total cycle time by increasing on portion of cycle by same amount that off portion is reduced.
  3. Set and modify following parameters for each individual load.
    - a. Minimum and maximum Off time.
    - b. On/Off time in one minute increments.
    - c. Time period from beginning of interval until load can be cycled.
    - d. Manually override the DCC program and place a load in an On or Off state.

- e. Cooling Target Temperature and Differential.
  - f. Heating Target Temperature and Differential.
  - g. Cycle off adjustment.
- D. Automatic Time Scheduling:
- 1. Self-contained programs for automatic start/stop/scheduling of building loads.
  - 2. Support up to seven (7) normal day schedules, seven (7) "special day" schedules and two (2) temporary day schedules.
  - 3. Special days schedule shall support up to 30 unique date/duration combinations.
  - 4. Any number of loads assigned to any time program; each load can have individual time program.
  - 5. Each load assigned at least 16 control actions per day with 1 minute resolution.
  - 6. Time schedule operations may be:
    - a. Start.
    - b. Optimized Start.
    - c. Stop.
    - d. Optimized Stop.
    - e. Cycle.
    - f. Optimized Cycle.
  - 7. Minimum of 30 holiday periods up to 100 days in length may be specified for the year.
  - 8. Create temporary schedules.
  - 9. Broadcast temporary "special day" date and duration.
- E. Start/Stop Time Optimization:
- 1. Perform optimized start/stop as function of outside conditions, inside conditions, or both.
  - 2. Adaptive and self-tuning, adjusting to changing conditions unattended.
  - 3. For each point under control, establish and modify:
    - a. Occupancy period.
    - b. Desired temperature at beginning of occupancy period.
    - c. Desired temperature at end of occupancy period.
- F. Night Setback/Setup Program: Reduce heating space temperature setpoint or raise cooling space temperature setpoint during unoccupied hours; in conjunction with scheduled start/stop and optimum start/stop programs.
- G. Calculated Points: Define calculations and totalization computed from monitored points (analog/digital points), constants, or other calculated points.
- 1. Employ arithmetic, algebraic, Boolean, and special function operations.
  - 2. Treat calculated values like any other analog value, use for any function that a "hard wired point" might be used.
- H. Event Initiated Programming: Event may be initiated by any data point, causing series of controls in a sequence.
- 1. Define time interval between each control action between 0 to 3600 seconds.
  - 2. Output may be analog value.
  - 3. Provide for "skip" logic.
  - 4. Verify completion of one action before proceeding to next. If not verified, program shall be able to skip to next action.
- I. Direct Digital Control: Each control unit shall provide Direct Digital Control software so that the operator may customize control strategies and sequences of operation by defining the appropriate control loop algorithms and choosing the optimum loop parameters.
- 1. Control loops: Defined using "modules" that are analogous to standard control devices.
  - 2. Output: Paired or individual digital outputs for pulse-width modulation, and analog outputs, as required.

3. Firmware:
    - a. PID with analog or pulse-width modulation output.
    - b. Floating control with pulse-width modulated outputs.
    - c. Two-position control.
    - d. Primary and secondary reset schedule selector.
    - e. Hi/Lo signal selector.
    - f. Single pole double throw relay.
    - g. Single pole double throw time delay relay with delay before break, delay before make and interval time capabilities.
  4. Direct Digital Control loops: Downloaded upon creation or on operator request. On sensor failure, program shall execute user defined failsafe output.
  5. Display: Value or state of each of the lines which interconnect DDC modules.
- J. Fine Tuning Direct Digital Control PID or floating loops:
1. Display information:
    - a. Control loop being tuned
    - b. Input (process) variable
    - c. Output (control) variable
    - d. Setpoint of loop
    - e. Proportional band
    - f. Integral (reset) Interval
    - g. Derivative (rate) Interval
  2. Display format: Graphic, with automatic scaling; with input and output variable superimposed on graph of "time" vs "variable".
- K. Trend logging:
1. Each control unit will store samples of control unit's data points.
  2. Update file continuously at discretely assignable intervals.
  3. Automatically initiate upload request and then store data on hard disk.
  4. Time synchronize sampling at operator specified times and intervals with sample resolution of one minute.
  5. Co-ordinate sampling with on/off state of specified point.
  6. Display trend samples on work station in graphic format. Automatically scale trend graph with minimum 60 samples of data in plot of time vs data.

## 2.08 HVAC CONTROL PROGRAMS

- A. General:
1. Support Inch-pounds and SI (metric) units of measurement.
  2. Identify each HVAC Control system.
- B. Optimal Run Time / Optimal Start/Stop:
1. Control start-up and shutdown times of HVAC equipment for both heating and cooling.
  2. Base on occupancy schedules, outside air temperature, seasonal requirements, and interior room mass temperature.
  3. Start-up systems by using outside air temperature, room mass temperatures, and adaptive model prediction for how long building takes to warm up or cool down under different conditions.
  4. Use outside air temperature to determine early shut down with ventilation override.
  5. Analyze multiple building mass sensors to determine seasonal mode and worse case condition for each day.
  6. Operator commands:
    - a. Define term schedule.
    - b. Add/delete fan status point.
    - c. Add/delete outside air temperature point.

- d. Add/delete mass temperature point.
- e. Define heating/cooling parameters.
- f. Define mass sensor heating/cooling parameters.
- g. Lock/unlock program.
- h. Request optimal run time control summary.
- i. Request optimal run time mass temperature summary.
- j. Request HVAC point summary.
- k. Request HVAC saving profile summary.
7. Control Summary:
  - a. HVAC Control system begin/end status.
  - b. Optimal run time lock/unlock control status.
  - c. Heating/cooling mode status.
  - d. Optimal run time schedule.
  - e. Start/Stop times.
  - f. Selected mass temperature point ID.
  - g. Optimal run time system normal start times.
  - h. Occupancy and vacancy times.
  - i. Optimal run time system heating/cooling mode parameters.
8. Mass temperature summary:
  - a. Mass temperature point type and ID.
  - b. Desired and current mass temperature values.
  - c. Calculated warm-up/cool-down time for each mass temperature.
  - d. Heating/cooling season limits.
  - e. Break point temperature for cooling mode analysis.
9. HVAC point summary:
  - a. Control system identifier and status.
  - b. Point ID and status.
  - c. Outside air temperature point ID and status.
  - d. Mass temperature point ID and point.
  - e. Calculated optimal start and stop times.
  - f. Period start.
- C. Supply Air Reset:
  1. Monitor heating and cooling loads in building spaces, terminal reheat systems, both hot deck and cold deck temperatures on dual duct and multizone systems, single zone unit discharge temperatures.
  2. Adjust discharge temperatures to most energy efficient levels satisfying measured load by:
    - a. Raising cooling temperatures to highest possible value.
    - b. Reducing heating temperatures to lowest possible level.
  3. Operator commands:
    - a. Add/delete fan status point.
    - b. Lock/unlock program.
    - c. Request HVAC point summary.
    - d. Add/Delete discharge controller point.
    - e. Define discharge controller parameters.
    - f. Add/delete air flow rate.
    - g. Define space load and load parameters.
    - h. Request space load summary.
  4. Control summary:
    - a. HVAC control system status (begin/end).
    - b. Supply air reset system status.

- c. Optimal run time system status.
  - d. Heating and cooling loop.
  - e. High/low limits.
  - f. Deadband.
  - g. Response timer.
  - h. Reset times.
5. Space load summary:
- a. HVAC system status.
  - b. Optimal run time status.
  - c. Heating/cooling loop status.
  - d. Space load point ID.
  - e. Current space load point value.
  - f. Control heat/cool limited.
  - g. Gain factor.
  - h. Calculated reset values.
  - i. Fan status point ID and status.
  - j. Control discharge temperature point ID and status.
  - k. Space load point ID and status.
  - l. Air flow rate point ID and status.
- D. Enthalpy Switchover:
1. Calculate outside and return air enthalpy using measured temperature and relative humidity; determine energy expended and control outside and return air dampers.
  2. Operator commands:
    - a. Add/delete fan status point.
    - b. Add/delete outside air temperature point.
    - c. Add/delete discharge controller point.
    - d. Define discharge controller parameters.
    - e. Add/delete return air temperature point.
    - f. Add/delete outside air dew point/humidity point.
    - g. Add/delete return air dew point/humidity point.
    - h. Add/delete damper switch.
    - i. Add/delete minimum outside air.
    - j. Add/delete atmospheric pressure.
    - k. Add/delete heating override switch.
    - l. Add/delete evaporative cooling switch.
    - m. Add/delete air flow rate.
    - n. Define enthalpy deadband.
    - o. Lock/unlock program.
    - p. Request control summary.
    - q. Request HVAC point summary.
  3. Control summary:
    - a. HVAC control system begin/end status.
    - b. Enthalpy switchover optimal system status.
    - c. Optimal return time system status.
    - d. Current outside air enthalpy.
    - e. Calculated mixed air enthalpy.
    - f. Calculated cooling coil enthalpy using outside air.
    - g. Calculated cooling coil enthalpy using mixed air.
    - h. Calculated enthalpy difference.
    - i. Enthalpy switchover deadband.
    - j. Status of damper mode switch.

## 2.09 PROGRAMMING APPLICATION FEATURES

- A. Trend Point:
  - 1. Sample up to 250 points, real or computed, with each point capable of collecting 200 samples at intervals specified in minutes, hours, days, or month.
  - 2. Output trend logs as line graphs or bar graphs. Output graphic on terminal, with each point for line and bar graphs designated with a unique pattern, vertical scale either actual values or percent of range, and horizontal scale time base. Print trend logs up to 12 columns of one point/column.
- B. Alarm Messages:
  - 1. Allow definition of minimum of 100 messages, each having minimum length of 100 characters for each individual message.
  - 2. Assign alarm messages to system messages including point's alarm condition, point's off-normal condition, totalized point's warning limit, hardware elements advisories.
  - 3. Output assigned alarm with "message requiring acknowledgement".
  - 4. Operator commands include define, modify, or delete; output summary listing current alarms and assignments; output summary defining assigned points.
- C. Weekly Scheduling:
  - 1. Automatically initiate equipment or system commands, based on preselected time schedule for points specified.
  - 2. Provide program times for each day of week, per point, with one minute resolution.
  - 3. Automatically generate alarm output for points not responding to command.
  - 4. Provide for holidays, minimum of 366 consecutive holidays.
  - 5. Operator commands:
    - a. System logs and summaries.
    - b. Start of stop point.
    - c. Lock or unlock control or alarm input.
    - d. Add, delete, or modify analog limits and differentials.
    - e. Adjust point operation position.
    - f. Change point operational mode.
    - g. Open or close point.
    - h. Enable/disable, lock/unlock, or execute interlock sequence or computation profile.
    - i. Begin or end point totalization.
    - j. Modify totalization values and limits.
    - k. Access or secure point.
    - l. Begin or end HVAC or load control system.
    - m. Modify load parameter.
    - n. Modify demand limiting and duty cycle targets.
  - 6. Output summary: Listing of programmed function points, associated program times, and respective day of week programmed points by software groups or time of day.
- D. Interlocking:
  - 1. Permit events to occur, based on changing condition of one or more associated master points.
  - 2. Binary contact, high/low limit of analog point or computed point shall be capable of being utilized as master. Same master may monitor or command multiple slaves.
  - 3. Operator commands:
    - a. Define single master/multiple master interlock process.
    - b. Define logic interlock process.
    - c. Lock/unlock program.
    - d. Enable/disable interlock process.

- e. Execute terminate interlock process.
- f. Request interlock type summary.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that conditioned power supply is available to the control units and to the operator work station. Verify that field end devices, wiring, and pneumatic tubing is installed prior to installation proceeding.

#### **3.02 INSTALLATION**

- A. Install all Owner-provided equipment along with all contractor-provided equipment as required to provide a complete, fully functional building automation system.
- B. Install control units and other hardware in position on permanent walls where not subject to excessive vibration.
- C. Install software in control units and in operator work station. Implement all features of programs to specified requirements and appropriate to sequence of operation. Refer to Section 23 09 93.
- D. Provide with 120v AC, 15 amp dedicated emergency power circuit to each programmable control unit.
- E. Provide conduit and electrical wiring in accordance with Section 26 05 83. Electrical material and installation shall be in accordance with appropriate requirements of Division 26.
- F. Ensure that all components necessary to execute the sequences of operation are coordinated and installed by all contractors.

#### **3.03 MANUFACTURER'S FIELD SERVICES**

- A. Start and commission systems. Allow sufficient time for start-up and commissioning prior to placing control systems in permanent operation.
- B. Provide service engineer to instruct Owner's representative in operation of systems plant and equipment for 2 day period.
- C. Provide basic operator training for \_\_\_\_ persons on data display, alarm and status descriptors, requesting data, execution of commands and request of logs. Include a minimum of 40 hours dedicated instructor time. Provide training on site.

#### **3.04 DEMONSTRATION AND INSTRUCTIONS**

- A. Demonstrate complete and operating system to Owner.

#### **3.05 SCHEDULES**

- A. Input/Output Schedule:
  - 1. Point Description:
  - 2. Digital Input:
    - a. Demand Meter (kW):
    - b. Auxiliary Contact:
    - c. Switches:
      - 1) Switch Closing:
      - 2) Flow Switch:
      - 3) Optical:
    - d. Current:
    - e. Pressure:
  - 3. Digital Output:
    - a. Control Relay:
    - b. Solenoid:

- c. Contactor:
- 4. Analog Input:
  - a. Temperature:
  - b. Relative Humidity:
  - c. Pressure/Vacuum:
  - d. Filter:
  - e. Flow:
  - f. Current:
  - g. Liquid Level:
  - h. Photocell:
- 5. Analog Output:
  - a. Pneumatic Transducer:
  - b. 4-20 ma Module:
  - c. 0-16 v DC:
- 6. Alarm:
- B. Input/Output Schedule:
  - 1. Point Description:
  - 2. Inputs:
    - a. Temperature:
    - b. Relative Humidity:
    - c. Pressure:
    - d. Flow:
    - e. Level:
    - f. Position:
    - g. Energy:
    - h. Power:
  - 3. Outputs:
    - a. Status:
    - b. Alarm:
    - c. Pneumatic Position:
    - d. Electronic Position:
    - e. Set Point Adjust:
    - f. Start/Stop:
    - g. Off/Low/High:
  - 4. Software Features:
    - a. PID Control (DDC):
    - b. High Limit:
    - c. Low Limit:
    - d. Run Time Totalization:
    - e. Consumption Totalization:
    - f. Program Start/Stop:
    - g. Load Shed:
    - h. Duty Cycle:
    - i. Enthalpy Switchover:
    - j. Optimal Run Time:
    - k. Supply Air Reset:
    - l. O.A. Interlock:
    - m. O.A. Temperature Reset:
    - n. Free Cooling Mode:
    - o. Warm-up Mode:

- p. Boiler Interlock:
  - q. Chiller Sequencing:
  - r. Energy Calculation:
- C. Alarm Schedule:
- 1. High Limit: A1.
  - 2. Low Limit: A2.
  - 3. Run Time: A3.
  - 4. Maintenance: A4.
  - 5. Status: A5.
  - 6. Override: A6.
  - 7. Freeze: A7.
  - 8. Low Pressure: A8.

**END OF SECTION 23 09 23**

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## SECTION 23 09 93

### SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

THE MECHANICAL CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR MATERIALS TO PROVIDE A FULLY FUNCTIONAL BUILDING AUTOMATION SYSTEM FOR THE PROJECT. THIS INCLUDES ALL CONTROL COMPONENTS, CONTROLLERS, WIRING, PROGRAMMING, AND COORDINATION BETWEEN TRADES TO ACCOMPLISH THE SEQUENCE OF OPERATIONS HEREIN. CONTRACTOR SHALL ENSURE THAT ALL COMPONENTS ARE COORDINATED BETWEEN EQUIPMENT SUPPLIERS AND CONTROLS VENDOR FOR ALL EQUIPMENT.

#### 1.01 PART 1 GENERAL

#### 1.02 SECTION INCLUDES

- A. This section defines the manner and method by which controls function. Requirements for each type of control system operation are specified. Equipment, devices, and system components required for control systems are specified in other sections.
- B. Sequence of operation for:
  - 1. Cabinet heaters / Unit Heaters
  - 2. Radiation and convectors.

#### 1.03 RELATED REQUIREMENTS

- A. Section 23 09 23 - Direct-Digital Control System for HVAC.
- B. Section 23 09 13 - Instrumentation and Control Devices for HVAC.
- C. Section 26 28 16.13 - Enclosed Circuit Breakers.

#### 1.04 SYSTEM DESCRIPTION

- A. This Section defines the manner and method by which controls function. Requirements for each type of control system operation are specified. Equipment, devices, and system components required for control systems are specified in other Sections.

#### 1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Sequence of Operation Documentation: Submit written sequence of operation for entire HVAC system and each piece of equipment.
  - 1. Preface: 1 or 2 paragraph overview narrative of the system describing its purpose, components and function.
  - 2. State each sequence in small segments and give each segment a unique number for referencing in Functional Test procedures; provide a complete description regardless of the completeness and clarity of the sequences specified in the contract documents.
  - 3. Include at least the following sequences:
    - a. Start-up.
    - b. Warm-up mode.
    - c. Normal operating mode.
    - d. Unoccupied mode.
    - e. Shutdown.
    - f. Capacity control sequences and equipment staging.
    - g. Temperature and pressure control, such as setbacks, setups, resets, etc.
    - h. Detailed sequences for all control strategies, such as economizer control, optimum start/stop, staging, optimization, demand limiting, etc.
    - i. Effects of power or equipment failure with all standby component functions.
    - j. Sequences for all alarms and emergency shut downs.
    - k. Seasonal operational differences and recommendations.

- I. Interactions and interlocks with other systems.
4. Include initial and recommended values for all adjustable settings, setpoints and parameters that are typically set or adjusted by operating staff; and any other control settings or fixed values, delays, etc. that will be useful during testing and operating the equipment.
5. For packaged controlled equipment, include manufacturer's furnished sequence of operation amplified as required to describe the relationship between the packaged controls and the control system, indicating which points are adjustable control points and which points are only monitored.
6. Include schedules, if known.
- C. Control System Diagrams: Submit graphic schematic of the control system showing each control component and each component controlled, monitored, or enabled.
  1. Label with settings, adjustable range of control and limits.
  2. Include flow diagrams for each control system, graphically depicting control logic.
  3. Include the system and component layout of all equipment that the control system monitors, enables or controls, even if the equipment is primarily controlled by packaged or integral controls.
  4. Include draft copies of graphic displays indicating mechanical system components, control system components, and controlled function status and value.
  5. Include all monitoring, control and virtual points specified in elsewhere.
  6. Include a key to all abbreviations.
- D. Points List: Submit list of all control points indicating at least the following for each point.
  1. Name of controlled system.
  2. Point abbreviation.
  3. Point description; such as dry bulb temperature, airflow, etc.
  4. Display unit.
  5. Control point or setpoint (Yes / No); i.e. a point that controls equipment and can have its setpoint changed.
  6. Monitoring point (Yes / No); i.e. a point that does not control or contribute to the control of equipment but is used for operation, maintenance, or performance verification.
  7. Intermediate point (Yes / No); i.e. a point whose value is used to make a calculation which then controls equipment, such as space temperatures that are averaged to a virtual point to control reset.
  8. Calculated point (Yes / No); i.e. a "virtual" point generated from calculations of other point values.
- E. Project Record Documents: Record actual locations of components and setpoints of controls, including changes to sequences made after submission of shop drawings.

#### **1.06 QUALITY ASSURANCE**

- A. Design system under direct supervision of a Professional Engineer experienced in design of this Work and licensed in the State in which the Project is located.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 HYDRONIC FIN TUBE RADIATION AND CONVECTOR (ALTERNATE)**

- A. The hydronic fin tube radiation shall be controlled by individual fully-modulating DDC-controlled control valves and individual temperature sensors mounted within the space being served. The control valves shall modulate to maintain temperature within the space (68 °F, user adjustable).
- B. When the system is in cooling mode the control valve shall remain closed.
- C. The following items shall be displayed at the Operator's Terminal:

1. Temperature Setpoint.
2. Actual space temperature.
3. Commanded position of control valve.

**3.02 HYDRONIC CABINET HEATERS / UNIT HEATERS (ALTERNATE)**

- A. User-adjustable temperature maintained by DDC controller and local thermostat set at 68 degrees F (adjustable) maintains constant space temperature by cycling unit fan motor and associated control valve.
- B. In cooling mode, the unit is de-energized and the control valve remains closed.
- C. The following items shall be displayed at the Operator's Terminal:
  1. Temperature Setpoint.
  2. Actual space temperature.
  3. Commanded position of control valve.
  4. Commanded status of fan motor.

**3.03 RADIATION AND CONVECTORS**

- A. Single temperature thermostat set at 72 degrees F maintains constant space temperature during the day and 15 degrees F cooler at night by modulating two-way control heating valve with spring range of 3 to 7 psig.

**3.04 UNIT HEATERS (BASE SCOPE, NO BAS CONTROL)**

- A. Single temperature electric room thermostat maintains constant space temperature of 72 degrees F by cycling unit fan motor.

**END OF SECTION 23 09 93**

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**SECTION 23 21 13**  
**HYDRONIC PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Pipe and pipe fittings for:
  - 1. Heating and chilled water piping systems.
  - 2. Equipment drains and overflows.
- B. Pipe hangers and supports.
- C. Unions, flanges, mechanical couplings, and dielectric connections.
- D. Valves:
  - 1. Ball valves.
  - 2. Check valves.

**1.02 RELATED REQUIREMENTS**

- A. Section 08 31 00 - Access Doors and Panels.
- B. Section 09 91 23 - Interior Painting.
- C. Section 22 05 48 - Vibration and Seismic Controls for Plumbing Piping and Equipment.
- D. Section 22 05 53 - Identification for Plumbing Piping and Equipment.
- E. Section 22 07 19 - Plumbing Piping Insulation.
- F. Section 22 0516 - Expansion Fittings and Loops for Plumbing Piping.
- G. Section 23 05 16 - Expansion Fittings and Loops for HVAC Piping.
- H. Section 23 05 48 - Vibration and Seismic Con. for Equipment.
- I. Section 23 05 53 - Identification for HVAC Piping and Equipment.
- J. Section 23 07 19 - HVAC Piping Insulation.
- K. Section 23 21 14 - Hydronic Specialties.
- L. Section 23 25 00 - HVAC Water Treatment: Pipe cleaning.
- M. Section 26 05 83 - Wiring Connections: Electrical characteristics and wiring connections.

**1.03 REFERENCE STANDARDS**

- A. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Welding, Brazing, and Fusing Procedures; Welders; Brazers; and Welding, Brazing and Fusing Operators.
- B. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300.
- C. ASME B16.3 - Malleable Iron Threaded Fittings; The American Society of Mechanical Engineers.
- D. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
- E. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings.
- F. ASME B31.9 - Building Services Piping.
- G. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers.
- H. ASME B31.5 - Refrigeration Piping and Heat Transfer Components; The American Society of Mechanical Engineers.
- I. ASME B31.9 - Building Services Piping; The American Society of Mechanical Engineers (ANSI/ASME B31.9).

- J. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- K. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
- L. ASTM B32 - Standard Specification for Solder Metal.
- M. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
- N. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric).
- O. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
- P. ASTM D2235 - Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings.
- Q. ASTM D2241 - Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
- R. ASTM D2310 - Standard Classification for Machine-Made "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe.
- S. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- T. ASTM D2467 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
- U. ASTM D2680 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) and Poly(Vinyl Chloride) (PVC) Composite Sewer Piping.
- V. ASTM D2751 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings.
- W. ASTM D2855 - Standard Practice for the Two-Step (Primer & Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets.
- X. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
- Y. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
- Z. ASTM F876 - Standard Specification for Crosslinked Polyethylene (PEX) Tubing.
- AA. AWS A5.8/A5.8M - Specification for Filler Metals for Brazing and Braze Welding; American Welding Society.
- AB. ASTM F877 - Standard Specification for Crosslinked Polyethylene (PEX) Plastic Hot- and Cold-Water Distribution Systems.
- AC. AWS A5.8/A5.8M - Specification for Filler Metals for Brazing and Braze Welding; American Welding Society.
- AD. AWS D1.1/D1.1M - Structural Welding Code - Steel.
- AE. AWWA C105/A21.5 - Polyethylene Encasement for Ductile-Iron Pipe Systems; American Water Works Association (ANSI/AWWA C105/A21.5).
- AF. AWWA C110/A21.10 - Ductile-Iron and Gray-Iron Fittings.
- AG. AWWA C151/A21.51 - Ductile-Iron Pipe, Centrifugally Cast.
- AH. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation.

#### 1.04 SUBMITTALS

- A. Product Data: Include data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalogue information. Indicate valve data and ratings.
- B. Welders Certificate: Include welders certification of compliance with ASME BPVC-IX.
- C. Manufacturer's Installation Instructions: Indicate hanging and support methods, joining procedures.
- D. Project Record Documents: Record actual locations of valves.
- E. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

#### 1.05 REGULATORY REQUIREMENTS

- A. Conform to ASME B31.9 code for installation of piping system.
- B. Welding Materials and Procedures: Conform to ASME (BPV IX) and applicable state labor regulations.
- C. Provide certificate of compliance from authority having jurisdiction, indicating approval of welders.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

#### 1.07 FIELD CONDITIONS

- A. Do not install underground piping when bedding is wet or frozen.

#### 1.08 EXTRA MATERIALS

- A. Provide two repacking kits for each size and valve type.

### PART 2 PRODUCTS

#### 2.01 HYDRONIC SYSTEM REQUIREMENTS

- A. Comply with ASME B31.9 and applicable federal, state, and local regulations.
- B. Piping: Provide piping, fittings, hangers and supports as required, as indicated, and as follows:
  - 1. Where more than one piping system material is specified, provide joining fittings that are compatible with piping materials and ensure that the integrity of the system is not jeopardized.
  - 2. Use non-conducting dielectric connections whenever jointing dissimilar metals.
  - 3. Grooved mechanical joints may be used in accessible locations only.
  - 4. Provide pipe hangers and supports in accordance with ASME B31.9 or MSS SP-58 unless indicated otherwise.
  - 5. Provide pipe hangers and supports in accordance with ASME B31.9 unless indicated otherwise.
- C. Pipe-to-Valve and Pipe-to-Equipment Connections: Use flanges, unions, or grooved couplings to allow disconnection of components for servicing; do not use direct welded, soldered, or threaded connections.
- D. Valves: Provide valves where indicated and where required for:

1. Provide drain valves where indicated, and if not indicated provide at least at main shut-off, low points of piping, bases of vertical risers, and at equipment. Use 3/4 inch gate valves with cap.
2. For throttling, bypass, or manual flow control services, use globe, ball, or butterfly valves.

E. Welding Materials and Procedures: Conform to ASME BPVC-IX.

## **2.02 DUAL TEMPERATURE, HEATING, & CHILLED WATER PIPING, ABOVE GRADE**

- A. Steel Pipe: ASTM A53/A53M, Schedule 40, black; using one of the following joint types:
  1. Welded Joints: ASTM A234/A234M, wrought steel welding type fittings; AWS D1.1/D1.1M welded.
  2. Threaded Joints: ASME B16.3, malleable iron fittings.
  3. Fittings: ASME B16.3, malleable iron or ASTM A 234/A 234M, wrought steel welding type.
  4. Joints: Threaded or AWS D1.1 welded.
- B. Steel Pipe Sizes 12 Inch and Greater: ASTM A53/A53M, 3/8 inch wall, black; using one of the following joint types:
  1. Welded Joints: ASTM A234/A234M, wrought steel welding type fittings; AWS D1.1/D1.1M welded.
  2. Joints: Welded in accordance with AWS D1.1.
- C. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), hard drawn; using one of the following joint types:
  1. Solder Joints: ASME B16.18 cast brass/bronze or ASME B16.22, solder wrought copper fittings.
    - a. Solder: ASTM B32 lead-free solder, HB alloy (95-5 tin-antimony) or tin and silver.
    - b. Braze: 1 BCuP copper/silver alloy.
  2. Mechanical Press Sealed Fittings: Double pressed type complying with ASME B16.22, utilizing EPDM, nontoxic synthetic rubber sealing elements.
  3. Joints: Solder, lead free, ASTM B 32, HB alloy (95-5 tin-antimony), or tin and silver.

## **2.03 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.
- B. Conform to ASME B31.9.
- C. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch: Malleable iron, adjustable swivel, split ring.
- D. Hangers for Cold Pipe Sizes 2 Inches and Greater: Carbon steel, adjustable, clevis.
- E. Hangers for Hot Pipe Sizes 2 to 4 Inches: Carbon steel, adjustable, clevis.
- F. Hangers for Hot Pipe Sizes 6 Inches and Greater: Adjustable steel yoke, cast iron roll, double hanger.
- G. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
- H. Multiple or Trapeze Hangers for Hot Pipe Sizes 6 Inches and Greater: Steel channels with welded spacers and hanger rods, cast iron roll.
- I. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
- J. Wall Support for Pipe Sizes 4 Inches and Greater: Welded steel bracket and wrought steel clamp.
- K. Wall Support for Hot Pipe Sizes 6 Inches and Greater: Welded steel bracket and wrought steel clamp with adjustable steel yoke and cast iron roll.
- L. Vertical Support: Steel riser clamp.

- M. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- N. Floor Support for Hot Pipe Sizes to 4 Inches: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- O. Floor Support for Hot Pipe Sizes 6 Inches and Greater: Adjustable cast iron roll and stand, steel screws, and concrete pier or steel support.
- P. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
- Q. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.
- R. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.
- S. In grooved installations, use rigid couplings with offsetting angle-pattern bolt pads or with wedge shaped grooves in header piping to permit support and hanging in accordance with ASME B31.9.

### **PART 3 EXECUTION**

#### **3.01 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 using jointing system specified.
- D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.
- E. After completion, fill, clean, and treat systems. Refer to Section 23 25 00 for additional requirements.

#### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Route piping in orderly manner, parallel to building structure, and maintain gradient.
- C. Install piping to conserve building space and to avoid interfere with use of space.
- D. Group piping whenever practical at common elevations.
- E. Sleeve pipe passing through partitions, walls and floors.
- F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. Refer to Section 23 05 16.
  - 1. Flexible couplings may be used in header piping to accommodate thermal growth, thermal contraction in lieu of expansion loops.
- G. Inserts:
  - 1. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
  - 2. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut flush with top of slab.
- H. Pipe Hangers and Supports:
  - 1. Install in accordance with ASME B31.9, ASTM F708, or MSS SP-58.
  - 2. Support horizontal piping as scheduled.
  - 3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
  - 4. Place hangers within 12 inches of each horizontal elbow.

5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
6. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
7. Provide copper plated hangers and supports for copper piping.
- I. Provide access where valves and fittings are not exposed. Coordinate size and location of access doors with Section 08 31 00.
- J. Use eccentric reducers to maintain top of pipe level.
- K. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.
- L. Prepare unfinished pipe, fittings, supports, and accessories, ready for finish painting. Refer to Section 09 91 23.

### 3.03 SCHEDULES

- A. Hanger Spacing for Copper Tubing.
  1. 1/2 inch and 3/4 inch: Maximum span, 5 feet; minimum rod size, 1/4 inch.
  2. 1 inch: Maximum span, 6 feet; minimum rod size, 1/4 inch.
  3. 1-1/2 inch and 2 inch: Maximum span, 8 feet; minimum rod size, 3/8 inch.
  4. 2-1/2 inch: Maximum span, 9 feet; minimum rod size, 3/8 inch.
  5. 3 inch: Maximum span, 10 feet; minimum rod size, 3/8 inch.
  6. 4 inch: Maximum span, 12 feet; minimum rod size, 1/2 inch.
  7. 6 inch: Maximum span, 14 feet; minimum rod size, 1/2 inch.
  8. 8 inch: Maximum span, 16 feet; minimum rod size, 5/8 inch.
  9. 10 inch: Maximum span, 18 feet; minimum rod size, 3/4 inch.
  10. 12 inch: Maximum span, 19 feet; minimum rod size, 7/8 inch.
- B. Hanger Spacing for Steel Piping.
  1. 1/2 inch, 3/4 inch, and 1 inch: Maximum span, 7 feet; minimum rod size, 1/4 inch.
  2. 1-1/4 inches: Maximum span, 8 feet; minimum rod size, 3/8 inch.
  3. 1-1/2 inches: Maximum span, 9 feet; minimum rod size, 3/8 inch.
  4. 2 inches: Maximum span, 10 feet; minimum rod size, 3/8 inch.
  5. 2-1/2 inches: Maximum span, 11 feet; minimum rod size, 3/8 inch.
  6. 3 inches: Maximum span, 12 feet; minimum rod size, 3/8 inch.
  7. 4 inches: Maximum span, 14 feet; minimum rod size, 1/2 inch.
  8. 6 inches: Maximum span, 17 feet; minimum rod size, 1/2 inch.
  9. 8 inches: Maximum span, 19 feet; minimum rod size, 5/8 inch.
  10. 10 inches: Maximum span, 20 feet; minimum rod size, 3/4 inch.
  11. 12 inches: Maximum span, 23 feet; minimum rod size, 7/8 inch.
  12. 14 inches: Maximum span, 25 feet; minimum rod size, 1 inch.
  13. 16 inches: Maximum span, 27 feet; minimum rod size, 1 inch.
  14. 18 inches: Maximum span, 28 feet; minimum rod size, 1-1/4 inch.
  15. 20 inches: Maximum span, 30 feet; minimum rod size, 1-1/4 inch.
- C. Hanger Spacing for Plastic Piping.
  1. 1/2 inch: Maximum span, 42 inches; minimum rod size, 1/4 inch.
  2. 3/4 inch: Maximum span, 45 inches; minimum rod size, 1/4 inch.
  3. 1 inch: Maximum span, 51 inches; minimum rod size, 1/4 inch.
  4. 1-1/4 inches: Maximum span, 57 inches; minimum rod size, 3/8 inch.
  5. 1-1/2 inches: Maximum span, 63 inches; minimum rod size, 3/8 inch.
  6. 2 inches: Maximum span, 69 inches; minimum rod size, 3/8 inch.
  7. 3 inches: Maximum span, 7 feet; minimum rod size, 3/8 inch.
  8. 4 inches: Maximum span, 8 feet; minimum rod size, 1/2 inch.

9. 6 inches: Maximum span, 10 feet; minimum rod size, 1/2 inch.
10. 8 inches: Maximum span, 11 feet; minimum rod size, 5/8 inch.
11. 10 inches: Maximum span, 13 feet; minimum rod size, 3/4 inch.
12. 12 inches: Maximum span, 14 feet; minimum rod size, 7/8 inch.
13. 14 inches: Maximum span, 15 feet; minimum rod size, 1 inch.
14. 16 inches: Maximum span, 16 feet; minimum rod size, 1 inch.
15. 18 inches: Maximum span, 18 feet; minimum rod size, 1-1/4 inch.

**END OF SECTION 23 21 13**

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**SECTION 26 05 05**  
**SELECTIVE DEMOLITION FOR ELECTRICAL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical demolition.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 70 00 - Execution and Closeout Requirements: Additional requirements for alterations work.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

**PART 2 PRODUCTS**

**2.01 MATERIALS AND EQUIPMENT**

- A. Materials and equipment for patching and extending work: As specified in individual sections.

**PART 3 EXECUTION**

**3.01 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.

**3.02 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 24 hours before partially or completely disabling system.
  - 2. Make temporary connections to maintain service in areas adjacent to work area.
- 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. Notify local fire service.
  - 3. Make notifications at least 24 hours in advance.
  - 4. Make temporary connections to maintain service in areas adjacent to work area.
- F. Existing Telephone System: 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. Notify Owner at least 24 hours before partially or completely disabling system.

2. Notify telephone utility company at least 24 hours before partially or completely disabling system.
3. Make temporary connections to maintain service in areas adjacent to work area.

### **3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. 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.
- E. Disconnect and remove abandoned panelboards and distribution equipment.
- F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- G. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- H. Repair adjacent construction and finishes damaged during demolition and extension work.
- I. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

### **3.04 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.
- C. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.
- D. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts and broken electrical parts.

**END OF SECTION 26 05 05**

## SECTION 26 05 19

### LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Armored cable.
- C. Metal-clad cable.
- D. Wiring connectors.
- E. Electrical tape.
- F. Heat shrink tubing.
- G. Oxide inhibiting compound.
- H. Wire pulling lubricant.
- I. Cable ties.

##### 1.02 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 28 46 00 - Fire Detection and Alarm: Fire alarm system conductors and cables.

##### 1.03 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire.
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes.
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation.
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape.
- F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes.
- G. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- H. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC).
- I. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy.
- J. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems.
- K. NFPA 70 - National Electrical Code.
- L. UL 4 - Armored Cable.

- M. UL 44 - Thermoset-Insulated Wires and Cables.
- N. UL 83 - Thermoplastic-Insulated Wires and Cables.
- O. UL 486A-486B - Wire Connectors.
- P. UL 486C - Splicing Wire Connectors.
- Q. UL 486D - Sealed Wire Connector Systems.
- R. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape.
- S. UL 1569 - Metal-Clad Cables.

#### **1.04 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.

#### **1.05 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.
- C. Sustainable Design Documentation: Submit manufacturer's product data on conductor and cable showing compliance with specified lead content requirements.
- D. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors. Include proposed modifications to raceways, boxes, wiring gutters, enclosures, etc. to accommodate substituted conductors.
- E. 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.
- F. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.

#### **1.06 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.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

#### **1.08 FIELD CONDITIONS**

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation

below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

## **PART 2 PRODUCTS**

### **2.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

### **2.02 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. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.
- H. 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.
- I. Conductor Material:
  - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  - 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.
- J. 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.
      - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
  - 2. Control Circuits: 14 AWG.
- K. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- L. 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. 480Y/277 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Brown.

- 2) Phase B: Orange.
- 3) Phase C: Yellow.
- 4) Neutral/Grounded: Gray.
- b. 208Y/120 V, 3 Phase, 4 Wire System:
  - 1) Phase A: Black.
  - 2) Phase B: Red.
  - 3) Phase C: Blue.
  - 4) Neutral/Grounded: White.
- c. Equipment Ground, All Systems: Green.
- d. Isolated Ground, All Systems: Green with yellow stripe.
- e. Travelers for 3-Way and 4-Way Switching: Pink.
- f. For control circuits, comply with manufacturer's recommended color code.

### 2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
  - 1. Copper Building Wire:
    - a. Cerro Wire LLC: [www.cerrowire.com/#sle](http://www.cerrowire.com/#sle).
    - b. Southwire Company: [www.southwire.com/#sle](http://www.southwire.com/#sle).
    - c. Houston Wire & Cable co.
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
  - 1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
  - 2. Control Circuits: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
  - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
    - a. Size 4 AWG and Larger: Type XHHW-2.
    - b. Fixture Wiring Within Luminaires: Type TFFN/TFN for luminaires with labeled maximum temperature of 90 degrees C; Approved suitable type for luminaires with labeled maximum temperature greater than 90 degrees C.

### 2.04 ARMORED 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 AC cable listed and labeled as complying with UL 4, 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.
- F. Grounding: Combination of interlocking armor and integral bonding wire.

1. Provide additional full-size integral insulated equipment grounding conductor for redundant grounding, suitable for general purpose, non-essential electrical systems in non-hazardous patient care areas of health care facilities.

G. Armor: Steel, interlocked tape.

## 2.05 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. Provide dedicated neutral conductor for each phase conductor where indicated or required.

G. Grounding: Full-size integral equipment grounding conductor.

1. Provide additional isolated/insulated grounding conductor where indicated or required.

H. Armor: Steel, interlocked tape.

I. Provide PVC jacket applied over cable armor where indicated or required for environment of installed location.

## 2.06 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 Sizes 10 and under: Use twist-on insulated spring connectors.
2. Copper Conductors Sizes 8 and larger: Use mechanical 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. Conductors for Control Circuits: Use crimped terminals for all connections.

E. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

F. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

- G. 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.
- H. Mechanical Connectors: Provide bolted type or set-screw type.
  - 1. Manufacturers:
    - a. Burndy: [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: [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.

## 2.07 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.
    - a. Product: 3 M.
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
  - 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.
    - a. Product: 3 M.
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
  - 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. Varnished Cambric Electrical Tape: Cotton cambric fabric tape, with or without adhesive, oil-primed and coated with high-grade insulating varnish; minimum thickness of 7 mil; suitable for continuous temperature environment up to 221 degrees F.
  - 7. 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.
  - 1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Burndy: [www.burndy.com](http://www.burndy.com).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.
  - 1. Manufacturers:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
    - c. IlSCO: [www.ilSCO.com/#sle](http://www.ilSCO.com/#sle).
    - d. 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.
  - 1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com/#sle](http://www.burndy.com/#sle).
    - b. Thomas & Betts.
    - c. NSI Industries
    - d. Substitutions: See Section 01 60 00 - Product Requirements.

### **PART 3 EXECUTION**

#### **3.01 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.

#### **3.02 PREPARATION**

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

#### **3.03 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. No splices are permitted.
  - 4. Include circuit lengths required to install connected devices within 15 ft of location shown.

5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
  6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
  7. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Install armored cable (Type AC) in accordance with NECA 120.
- E. Install metal-clad cable (Type MC) in accordance with NECA 120.
- F. 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 the 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.
- G. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- H. 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.
- I. Terminate cables using suitable fittings.
1. Armored Cable (Type AC):
    - a. Use listed fittings and anti-short, insulating bushings.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
  2. 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.
- J. Install conductors with a minimum of 12 inches of slack at each outlet.
- K. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
- L. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- M. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- N. 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 suitably remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.

5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- O. 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.
    - b. For taped connections likely to require re-entering, including motor leads, first apply varnished cambric electrical tape, followed by adequate amount of rubber splicing electrical 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.
- P. Insulate ends of spare conductors using vinyl insulating electrical tape.
- Q. 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.
- R. Identify conductors and cables in accordance with Section 26 05 53.
- S. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- T. 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.

#### **3.04 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 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- D. Correct deficiencies and replace damaged or defective conductors and cables.

**END OF SECTION 26 05 19**

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## SECTION 26 05 26

### GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.

##### 1.02 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.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

##### 1.03 REFERENCE STANDARDS

- A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems.
- D. NFPA 70 - National Electrical Code.
- E. UL 467 - Grounding and Bonding Equipment.

##### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Verify exact locations of underground metal water service pipe entrances to building.
  - 2. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:

##### 1.05 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:
- D. Project Record Documents: Record actual locations of grounding electrode system components and connections.

##### 1.06 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.

##### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

#### PART 2 PRODUCTS

##### 2.01 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.

- B. 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.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. 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.
  - 3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.
- E. 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. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.

## 2.02 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.

## PART 3 EXECUTION

### 3.01 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.

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. 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.
- D. Identify grounding and bonding system components in accordance with Section 26 05 53.

### 3.03 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 26 05 26**

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## SECTION 26 05 29

### HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

##### 1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 26 05 33.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- C. Section 26 05 33.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.

##### 1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel.
- D. MFMA-4 - Metal Framing Standards Publication.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- F. NFPA 70 - National Electrical Code.
- G. UL 5B - Strut-Type Channel Raceways and Fittings.

##### 1.04 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.

##### 1.05 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 channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.
- C. Installer's Qualification Statement: Include evidence of compliance with specified requirements.

- D. Manufacturer's 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.

#### 1.06 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.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

### PART 2 PRODUCTS

#### 2.01 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 with a minimum safety factor of 4. 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, perforated pipe strap, or wood 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. 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/#sle](http://www.cooperindustries.com/#sle).
    - b. Erico International Corporation: [www.erico.com/#sle](http://www.erico.com/#sle).
    - c. O-Z/Gedney, a brand of Emerson Electric Co: [www.emerson.com/#sle](http://www.emerson.com/#sle).
    - d. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).

- e. Substitutions: See Section 01 60 00 - Product Requirements.
- C. 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/#sle](http://www.cooperindustries.com/#sle).
    - b. Erico International Corporation: [www.erico.com/#sle](http://www.erico.com/#sle).
    - c. O-Z/Gedney, a brand of Emerson Electric Co: [www.emerson.com/#sle](http://www.emerson.com/#sle).
    - d. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - e. Substitutions: See Section 01 60 00 - Product Requirements.
- D. 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 (Strut) Used as Raceway (only where specifically indicated): Listed and labeled as complying with UL 5B.
  - 3. 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.
  - 4. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch.
  - 5. Minimum Channel Dimensions: 1-5/8 inch width by 1-5/8 inch height.
  - 6. Manufacturers:
    - a. Cooper B-Line, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - c. Unistrut, a brand of Atkore International Inc: [www.unistrut.com/#sle](http://www.unistrut.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- E. 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. Busway Supports: 1/2 inch diameter.
    - c. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.
    - d. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch diameter.
    - e. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
    - f. Outlet Boxes: 1/4 inch diameter.
    - g. Luminaires: 1/4 inch diameter.
- F. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
  - 2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
  - 3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
  - 4. Hollow Masonry: Use toggle bolts.
  - 5. Hollow Stud Walls: Use toggle bolts.
  - 6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
  - 7. Sheet Metal: Use sheet metal screws.
  - 8. Wood: Use wood screws.
  - 9. Plastic and lead anchors are not permitted.
  - 10. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
    - a. Comply with MFMA-4.
    - b. Channel Material: Use galvanized steel.

- c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. 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. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- I. Secure fasteners according to manufacturer's recommended torque settings.
- J. Remove temporary supports.

#### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

**END OF SECTION 26 05 29**

**SECTION 26 05 33.13**  
**CONDUIT FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. Aluminum rigid metal conduit (RMC).
- C. Flexible metal conduit (FMC).
- D. Liquidtight flexible metal conduit (LFMC).
- E. Electrical metallic tubing (EMT).
- F. Conduit fittings.
- G. Accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. 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.
- C. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
  - 1. Includes additional requirements for fittings for grounding and bonding.
- D. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- E. Section 26 05 33.16 - Boxes for Electrical Systems.
- F. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

**1.03 REFERENCE STANDARDS**

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC).
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S).
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT).
- E. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
- F. NFPA 70 - National Electrical Code.
- G. UL 1 - Flexible Metal Conduit.
- H. UL 6 - Electrical Rigid Metal Conduit-Steel.
- I. UL 360 - Liquid-Tight Flexible Steel Conduit.
- J. UL 514B - Conduit, Tubing, and Cable Fittings.
- K. UL 797 - Electrical Metallic Tubing-Steel.

**1.04 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.

#### **1.05 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.
- C. Shop Drawings:
  1. Indicate proposed arrangement for conduits to be installed within structural concrete slabs, where permitted.
  2. Include proposed locations of roof penetrations and proposed methods for sealing.
- D. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2 inch (53 mm) trade size and larger.

#### **1.06 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.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

### **PART 2 PRODUCTS**

#### **2.01 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.
- D. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).
- E. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit 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 electrical metallic tubing (EMT).
- H. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
  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.
- b. Where exposed below 20 feet in warehouse areas.
- I. Corrosive Locations Above Ground: Use PVC-coated galvanized steel rigid metal conduit, aluminum rigid metal conduit, or reinforced thermosetting resin conduit (RTRC).
- J. Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit.
  - 1. Maximum Length: 6 feet.
- K. 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. Transformers.
    - b. Motors.
    - c. HVAC equipment.

## 2.02 CONDUIT REQUIREMENTS

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Fittings for Grounding and Bonding: Also comply with Section 26 05 26.
- C. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- D. Provide products listed, classified, and labeled as suitable for the purpose intended.
- E. 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: 3/4 inch trade size.
  - 4. Flexible Connections to Luminaires: 3/8 inch (12 mm) trade size.
- F. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

## 2.03 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 Electric Co: [www.emerson.com/#sle](http://www.emerson.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.

#### **2.04 FLEXIBLE METAL CONDUIT (FMC)**

- A. Manufacturers:
  1. AFC Cable Systems, Inc: [www.afcweb.com/#sle](http://www.afcweb.com/#sle).
  2. Electri-Flex Company: [www.electriflex.com/#sle](http://www.electriflex.com/#sle).
  3. International Metal Hose: [www.metalhose.com/#sle](http://www.metalhose.com/#sle).
  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 Electric Co: [www.emerson.com/#sle](http://www.emerson.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.

#### **2.05 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)**

- A. Manufacturers:
  1. AFC Cable Systems, Inc: [www.afcweb.com/#sle](http://www.afcweb.com/#sle).
  2. Electri-Flex Company: [www.electriflex.com/#sle](http://www.electriflex.com/#sle).
  3. International Metal Hose: [www.metalhose.com/#sle](http://www.metalhose.com/#sle).
  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 Electric Co: [www.emerson.com/#sle](http://www.emerson.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.

#### **2.06 ELECTRICAL METALLIC TUBING (EMT)**

- 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 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 Electric Co: [www.emerson.com/#sle](http://www.emerson.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) or set-screw type.
  - a. Do not use indenter type connectors and couplings.

## 2.07 ACCESSORIES

- A. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.
- B. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force.
- C. Sealing Compound for Sealing Fittings: Listed for use with the particular fittings to be installed.

## PART 3 EXECUTION

### 3.01 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.

### 3.02 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. 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. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
  - 7. 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.
- E. 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 of wire for support of conduits is not permitted.
    - 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).
- F. 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.
- G. 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. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- H. 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 conduits are subject to earth movement by settlement or frost.

- I. 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. This includes, but is not limited to:
  - 1. Where conduits pass from outdoors into conditioned interior spaces.
  - 2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- J. Provide grounding and bonding in accordance with Section 26 05 26.

**3.03 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. Correct deficiencies and replace damaged or defective conduits.

**3.04 CLEANING**

- A. Clean interior of conduits to remove moisture and foreign matter.

**3.05 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 26 05 33.13**

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**SECTION 26 05 53**  
**IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Warning signs and labels.

**1.02 REFERENCE STANDARDS**

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs.
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels.
- C. NFPA 70 - National Electrical Code.
- D. NFPA 70E - Standard for Electrical Safety in the Workplace.
- E. UL 969 - Marking and Labeling Systems.

**1.03 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.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

**PART 2 PRODUCTS**

**2.01 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. Panelboards:
      - 1) Identify ampere rating.
      - 2) Identify voltage and phase.
      - 3) Identify power source and circuit number. Include location when not within sight of equipment.
      - 4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
      - 5) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
    - b. 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.
      - 3) Identify load(s) served. Include location when not within sight of equipment.

2. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70, including but not limited to the following.
    - a. Service equipment.
    - b. Industrial control panels.
    - c. Motor control centers.
    - d. Elevator control panels.
    - e. Industrial machinery.
  3. 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. 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 when premises has feeders or branch circuits served by more than one nominal voltage system.
- C. Identification for Boxes:
1. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.
- D. Identification for Devices:
1. Wiring Device and Wallplate Finishes: Comply with Section 26 27 26.
  2. Use identification label to identify fire alarm system devices.

## 2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
1. Materials:
    - a. Indoor Clean, Dry Locations: Use plastic nameplates.
    - b. Outdoor Locations: Use plastic, stainless steel, or aluminum 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.
    - a. Exception: Provide minimum thickness of 1/8 inch when any dimension is greater than 4 inches.
  3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
  4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
  5. 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.

- a. Use only for indoor locations.
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. Equipment designation or other approved description.
    - b. Other information as indicated.
  3. Text: All capitalized unless otherwise indicated.
  4. Minimum Text Height:
    - a. Equipment Designation: 1/2 inch.
    - b. Other Information: 1/4 inch.
  5. Color:
    - a. Normal Power System: White text on black background.
- D. 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.
- E. 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.

### **2.03 WARNING SIGNS AND LABELS**

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
  1. Minimum Size: 7 by 10 inches unless otherwise indicated.
- C. 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.
  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**

### **3.01 PREPARATION**

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

### **3.02 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. Boxes: Outside face of cover.
  8. Conductors and Cables: Legible from the point of access.
  9. 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.
  - E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
  - F. Mark all handwritten text, where permitted, to be neat and legible.

### **3.03 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 26 05 53**

**SECTION 26 05 83**  
**WIRING CONNECTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical connections to equipment.

**1.02 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 19 - Low-Voltage Electrical Power Conductors and Cables (600 V and Less).
- D. Section 26 05 33.16 - Boxes for Electrical Systems.
- E. Section 26 27 26 - Wiring Devices.
- F. Section 26 28 16.16 - Enclosed Switches.

**1.03 REFERENCE STANDARDS**

- A. NEMA WD 1 - General Color Requirements for Wiring Devices.
- B. NEMA WD 6 - Wiring Devices - Dimensional Specifications.
- C. NFPA 70 - National Electrical Code.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
- C. Manufacturer's 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.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

**1.06 COORDINATION**

- A. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
- B. Determine connection locations and requirements.
- C. Sequence rough-in of electrical connections to coordinate with installation of equipment.
- D. Sequence electrical connections to coordinate with start-up of equipment.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
  - 1. Colors: Conform to NEMA WD 1.
  - 2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
  - 3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
- B. Disconnect Switches: As specified in Section 26 28 16.16 and in individual equipment sections.

- C. Wiring Devices: As specified in Section 26 27 26.
- D. Flexible Conduit: As specified in Section 26 05 33.13.
- E. Wire and Cable: As specified in Section 26 05 19.
- F. Boxes: As specified in Section 26 05 33.16.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that equipment is ready for electrical connection, wiring, and energization.

#### **3.02 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.
- J. Coolers and Freezers: Cut and seal conduit openings in freezer and cooler walls, floor, and ceilings.

**END OF SECTION 26 05 83**

**SECTION 26 09 19**  
**ENCLOSED CONTACTORS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Lighting contactors.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- C. Section 26 28 13 - Fuses.

**1.03 REFERENCE STANDARDS**

- A. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts.
- B. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices.
- C. NEMA ICS 6 - Industrial Control and Systems: Enclosures.
- D. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum).
- E. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems.
- F. NFPA 70 - National Electrical Code.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide dimensions, size, voltage ratings and current ratings.
- C. Manufacturer's 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.
- D. Maintenance Data: Include instructions for replacing and maintaining coil and contacts.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

**PART 2 PRODUCTS**

**2.01 LIGHTING CONTACTORS**

- A. Description: NEMA ICS 2, magnetic lighting contactor.
- B. Coil operating voltage: 120 volts, 60 Hertz.
- C. Poles: As required to match circuit configuration and control function.
- D. Contact Rating: Match branch circuit overcurrent protection, considering derating for continuous loads.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install enclosed contactors where indicated, in accordance with manufacturer's instructions.
- B. Install enclosed contactors plumb. Provide supports in accordance with Section 26 05 29.
- C. Provide fuses for fusible switches; refer to Section 26 28 13 for product requirements.

- D. Identify enclosed contactors in accordance with Section 26 05 53.

**3.02 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 applicable inspections and tests listed in NETA ATS, Section 7.16.1.

**END OF SECTION 26 09 19**

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**SECTION 26 24 16**  
**PANELBOARDS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Lighting and appliance panelboards.
- B. Overcurrent protective devices for panelboards.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 26 28 13 - Fuses: Fuses for fusible switches and spare fuse cabinets.
- F. Section 26 43 00 - Surge Protective Devices.

**1.03 REFERENCE STANDARDS**

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- E. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts.
- F. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum).
- G. NEMA PB 1 - Panelboards.
- H. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.
- I. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems.
- J. NFPA 70 - National Electrical Code.
- K. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
- L. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
- M. UL 67 - Panelboards.
- N. UL 98 - Enclosed and Dead-Front Switches.
- O. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures.
- P. UL 1699 - Arc-Fault Circuit-Interrupters.

**1.04 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 the work with other trades to provide walls suitable for installation of flush-mounted panelboards 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.

#### **1.05 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 panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
  1. Include characteristic trip curves for each type and rating of overcurrent protective device upon request.
- C. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
  1. Include wiring diagrams showing all factory and field connections.
  2. Clearly indicate whether proposed short circuit current ratings are fully rated or, where acceptable, series rated systems.
- 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. Project Record Documents: Record actual installed locations of panelboards and actual installed circuiting arrangements.
- F. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.
- 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.
  2. Panelboard Keys: Two of each different key.

#### **1.06 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.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.
- B. 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.
- C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

#### **1.08 FIELD CONDITIONS**

- A. Maintain ambient temperature within the following limits during and after installation of panelboards:
  1. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. ABB/GE: [www.geindustrial.com/#sle](http://www.geindustrial.com/#sle).
- B. Eaton Corporation: [www.eaton.com/#sle](http://www.eaton.com/#sle).
- C. Schneider Electric; Square D Products: [www.schneider-electric.us/#sle](http://www.schneider-electric.us/#sle).
- D. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Source Limitations: Furnish panelboards and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

### **2.02 PANELBOARDS - GENERAL REQUIREMENTS**

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet.
  - 2. Ambient Temperature:
    - a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.
- C. Short Circuit Current Rating:
  - 1. Provide panelboards 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.
- D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- F. Bussing: Sized in accordance with UL 67 temperature rise requirements.
  - 1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.
  - 2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- G. Conductor Terminations: Suitable for use with the conductors to be installed.
- 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.
  - 2. Boxes: Galvanized steel unless otherwise indicated.
    - a. Provide wiring gutters sized to accommodate the conductors to be installed.
  - 3. Fronts:
    - a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
    - b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
  - 4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.
- J. Selectivity: Where the requirement for selectivity is indicated, furnish products as required to achieve selective coordination.

### 2.03 LIGHTING AND APPLIANCE PANELBOARDS

- A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Products:
  - 1. Square D.
  - 2. General Electrical.
  - 3. Eaton Cutler Hammer.
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Conductor Terminations:
  - 1. Main and Neutral Lug Material: Copper, suitable for terminating copper conductors only.
  - 2. Main and Neutral Lug Type: Mechanical.
- D. Bussing:
  - 1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
  - 2. Phase and Neutral Bus Material: Copper.
  - 3. Ground Bus Material: Copper.
- E. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.
- F. Enclosures:
  - 1. Provide surface-mounted or flush-mounted enclosures as indicated.
  - 2. Fronts: Provide door-in-door trim with lockable hinged cover for access to load terminals and wiring gutters, and separate lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
  - 3. Provide metal circuit directory holder mounted on inside of door.

### 2.04 OVERCURRENT PROTECTIVE DEVICES

- A. Molded Case Circuit Breakers:
  - 1. 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.
  - 2. Interrupting Capacity:
    - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
      - 1) 14,000 rms symmetrical amperes at 240 VAC or 208 VAC.
    - 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.
  - 3. Conductor Terminations:
    - a. Provide mechanical lugs unless otherwise indicated.
    - b. Lug Material: Copper, suitable for terminating copper conductors only.
  - 4. 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.
  - 5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
  - 6. Provide listed switching duty rated circuit breakers with SWD marking for all branch circuits serving fluorescent lighting.
  - 7. Provide listed high intensity discharge lighting rated circuit breakers with HID marking for all branch circuits serving HID lighting.

8. Do not use tandem circuit breakers.
9. Do not use handle ties in lieu of multi-pole circuit breakers.

## **2.05 SOURCE QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Factory test panelboards according to NEMA PB 1.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive panelboards.
- D. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.
- D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- E. Provide required supports in accordance with Section 26 05 29.
- F. Install panelboards plumb.
- G. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
- H. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.
- I. Provide minimum of six spare 1 inch trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling and below floor.
- J. Provide grounding and bonding in accordance with Section 26 05 26.
- K. Install all field-installed branch devices, components, and accessories.
- L. Provide filler plates to cover unused spaces in panelboards.

### **3.03 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. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for all main circuit breakers. Tests listed as optional are not required.
- D. Correct deficiencies and replace damaged or defective panelboards or associated components.

### **3.04 CLEANING**

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.

**END OF SECTION 26 24 16**

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**SECTION 26 29 13**  
**ENCLOSED CONTROLLERS**

**PART 1 GENERAL**

**1.01 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.

**1.02 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.

**1.03 REFERENCE STANDARDS**

- A. IEEE C57.13 - IEEE Standard Requirements for Instrument Transformers.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- D. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts.
- E. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices.
- F. NEMA ICS 6 - Industrial Control and Systems: Enclosures.
- G. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems.
- H. NFPA 70 - National Electrical Code.
- I. UL 60947-1 - Low-Voltage Switchgear and Controlgear - Part 1: General Rules.
- J. UL 60947-4-1 - Low-Voltage Switchgear and Controlgear - Part 4-1: Contactors and Motor-starters - Electromechanical Contactors and Motor-starters.

**1.04 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.

**1.05 SUBMITTALS**

- A. See Section 01 33 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. 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.
- D. Product Data: Provide catalog sheets showing voltage, controller size, ratings and size of switching and overcurrent protective devices, short circuit ratings, dimensions, and enclosure details.
- E. Test Reports: Indicate field test and inspection procedures and test results.
- F. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- G. Maintenance Data: Replacement parts list for controllers.

#### **1.06 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.
- C. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

#### **1.07 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.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Eaton Corporation; Cutler-Hammer Product: [www.eaton.com/#sle](http://www.eaton.com/#sle).
- B. General Electric Company: [www.geindustrial.com/#sle](http://www.geindustrial.com/#sle).
- C. Schneider Electric; Square D Products: [www.schneider-electric.us/#sle](http://www.schneider-electric.us/#sle).
- D. Source Limitations: Furnish enclosed motor controllers and associated components produced by a single manufacturer and obtained from a single supplier.
- E. Substitutions: See Section 01 60 00 - Product Requirements.

#### **2.02 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. Conductor Terminations: Suitable for use with the conductors to be installed.
- F. 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.
  - 3. Finish: Manufacturer's standard unless otherwise indicated.
- G. 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.
- H. 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.

## **2.03 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.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.

- B. Verify that ratings of enclosed controllers are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive enclosed controllers.
- D. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 INSTALLATION**

- A. Install enclosed controllers where indicated, in accordance with manufacturer's instructions.
- B. Install securely, in a neat and workmanlike manner, as specified in NECA 1.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide supports 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. Select and install overload heater elements in motor controllers to match installed motor characteristics.
- I. Identify enclosed controllers in accordance with Section 26 05 53.

### **3.03 FIELD QUALITY CONTROL**

- A. Perform field inspection and testing in accordance with Section 01 45 00.
- B. Inspect and test in accordance with NETA STD 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. Perform inspections and tests listed in NETA STD ATS, Section 7.16.1.

### **3.04 ADJUSTING**

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

### **3.05 PROTECTION**

- A. Protect installed enclosed controllers from subsequent construction operations.

**END OF SECTION 26 29 13**

**SECTION 31 22 00**  
**FINISH GRADING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Rough grading the site for site structures.
- B. Finish grading.

**1.02 RELATED REQUIREMENTS**

- A. Section 31 10 00 - Site Clearing.
- B. Section 31 20 00 - Earth Moving.

**1.03 QUALITY ASSURANCE**

- A. Perform Work in accordance with State of Delaware, Highway Department standards.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Topsoil: DelDOT Specification 911.05.5 Soil Mix
  1. Topsoil shall be a loam, sandy loam, clay loam, silt loam, sandy clay loam, loamy sand.
  2. Topsoil shall be free of subsoil, heavy clay, hard clods, weeds, roots, sticks, toxic substances, or any other extraneous material. The topsoil shall have a pH range from 5.5 to 6.8 and contain not less than 2 percent nor more than 10 percent organic matter. The topsoil shall exhibit the following grading analysis:

| Sieve size | Minimum Percent Passing |
|------------|-------------------------|
| 2"         | 100 percent             |
| No.4       | 90 percent              |
| No. 10     | 80 percent              |

3. Ensure that the topsoil meets the sieve analysis, acidity, and organic matter requirements. Provide a certificate of analysis of soil samples to the Engineer and approved prior to delivery of topsoil to the Project site.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.
- B. Verify the absence of standing or ponding water.

**3.02 PREPARATION**

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify, and protect from damage above- and below-grade utilities to remain.
- D. Provide temporary means and methods to remove all standing or ponding water from areas prior to grading.
- E. Protect site features to remain, including but not limited to bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs, from damage by grading equipment and vehicular traffic.
- F. Protect trees to remain by providing substantial fencing around entire tree at the outer tips of its branches; no grading is to be performed inside this line.

- G. Protect plants, lawns, rock outcroppings, and other features to remain as a portion of final landscaping.

### **3.03 ROUGH GRADING**

- A. Refer to section 31 20 00 Earth Moving.

### **3.04 FINISH GRADING**

- A. Before Finish Grading:
  - 1. Verify building and trench backfilling have been inspected.
  - 2. Verify subgrade has been contoured and compacted.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove soil contaminated with petroleum products.
- C. Where topsoil is to be placed, scarify surface to depth of 6 inches.
- D. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 6 inches.
- E. Place topsoil in areas where seeding, sodding, and planting are indicated.
- F. Place topsoil where required to level finish grade.
- G. Place topsoil to the following compacted thicknesses:
  - 1. Areas to be Seeded with Grass: 6 inches.
  - 2. Areas to be Sodded: 4 inches.
  - 3. Shrub Beds: 18 inches.
  - 4. Flower Beds: 12 inches.
- H. Place topsoil during dry weather.
- I. Remove roots, weeds, rocks, and foreign material while spreading.
- J. Near plants spread topsoil manually to prevent damage.
- K. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.
- L. Lightly compact placed topsoil.
- M. Maintain stability of topsoil during inclement weather. Replace topsoil in areas where surface water has eroded thickness below specifications.

### **3.05 TOLERANCES**

- A. Top Surface of Finish Grade: Plus or minus 0.04 foot (1/2 inch).

### **3.06 REPAIR AND RESTORATION**

- A. Existing Facilities, Utilities, and Site Features to Remain: If damaged due to this work, repair or replace to original condition.
- B. Trees to Remain: If damaged due to this work, trim broken branches and repair bark wounds; if root damage has occurred, obtain instructions from Architect as to remedy.
- C. Other Existing Vegetation to Remain: If damaged due to this work, replace with vegetation of equivalent species and size.

### **3.07 CLEANING**

- A. Remove unused stockpiled topsoil. Grade stockpile area to prevent standing water.
- B. Leave site clean and raked, ready to receive landscaping.

**END OF SECTION 31 22 00**

## SECTION 31 23 23

### FILL

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Filling and compacting for concrete paving.
- B. Filling holes, pits, and excavations generated as a result of removal (demolition) operations.

##### 1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 - Grading: Removal and handling of soil to be re-used.
- B. Section 31 22 00 - Grading: Site grading.

##### 1.03 REFERENCE STANDARDS

- A. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18 in.) Drop.
- B. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3- C. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN m/m<sup>3</sup></sup>

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Materials Sources: Submit name of imported materials source.

##### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.

#### PART 2 PRODUCTS

##### 2.01 FILL MATERIALS

- A. General Fill: Subsoil excavated on-site.
- B. Topsoil: See Section 31 22 00.

#### PART 3 EXECUTION

##### 3.01 EXAMINATION

- A. Identify required lines, levels, contours, and datum locations.
- B. See Section 31 22 00 for additional requirements.
- C. Verify areas to be filled are not compromised with surface or ground water.

##### 3.02 PREPARATION

- A. Scarify subgrade surface to a depth of 6 inches to identify soft spots.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- D. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

##### 3.03 FILLING

- A. Fill to contours and elevations indicated using unfrozen materials.
- B. Fill up to subgrade elevations unless otherwise indicated.
- C. Employ a placement method that does not disturb or damage other work.

- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Soil Fill: Place and compact material in equal continuous layers not exceeding 8 inches compacted depth.
- G. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- H. Correct areas that are over-excavated.
  - 1. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.
- I. Compaction Density Unless Otherwise Specified or Indicated:
  - 1. Under paving, slabs-on-grade, and similar construction: 97 percent of maximum dry density.
  - 2. At other locations: 95 percent of maximum dry density.
- J. Maintain temporary means and methods, as required, to remove all water while fill is being placed as required, or until directed by the Architect. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack of dewatering or surface water control.

#### **3.04 FILL AT SPECIFIC LOCATIONS**

- A. Use general fill unless otherwise specified or indicated.
- B. Under Interior Slabs-On-Grade:
  - 1. Use granular fill.
  - 2. Compact to 95 percent of maximum dry density.
- C. At Foundation Walls and Footings:
  - 1. Use general fill.
  - 2. Compact each lift to 90 percent of maximum dry density.
  - 3. Do not backfill against unsupported foundation walls.
- D. At Lawn Areas:
  - 1. Use general fill.
  - 2. Compact to 95 percent of maximum dry density.
  - 3. See Section 31 22 00 for topsoil placement.
- E. Under Sidewalks:
  - 1. Use general fill.
  - 2. Fill up to subgrade elevation.
  - 3. Compact to 95 percent of maximum dry density.

#### **3.05 TOLERANCES**

- A. Top Surface of General Filling: Plus or minus 1 inch from required elevations.
- B. Top Surface of Filling Under Paved Areas: Plus or minus 1 inch from required elevations.

#### **3.06 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection and testing.

#### **3.07 CLEANING**

- A. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.

- B. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- C. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

**END OF SECTION 31 23 23**

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**SECTION 31 31 16**  
**TERMITE CONTROL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Chemical soil treatment.

**1.02 REFERENCE STANDARDS**

- A. Title 7, United States Code, 136 through 136y - Federal Insecticide, Fungicide and Rodenticide Act.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate toxicants to be used, composition by percentage, dilution schedule, intended application rate.
- C. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements.

**1.04 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing this type of work and:
  - 1. Having minimum of three (3) years documented experience.
  - 2. Approved by manufacturer of treatment materials.
  - 3. Licensed in the State in which the Project is located.

**PART 2 PRODUCTS**

**2.01 CHEMICAL SOIL TREATMENT**

- A. Toxicant Chemical: EPA (Title 7, United States Code, 136 through 136y) approved; synthetically color dyed to permit visual identification of treated soil.
- B. Diluent: Recommended by toxicant manufacturer.
- C. Manufacturers:
  - 1. Bayer Environmental Science Corp: [www.backedbybayer.com/pest-management/#sle](http://www.backedbybayer.com/pest-management/#sle).
  - 2. FMC Professional Solutions: [www.fmcprosolutions.com/#sle](http://www.fmcprosolutions.com/#sle).
  - 3. Syngenta Professional Products: [www.syngentaprofessionalproducts.com/#sle](http://www.syngentaprofessionalproducts.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that soil surfaces are unfrozen, sufficiently dry to absorb toxicant, and ready to receive treatment.
- B. Verify final grading is complete.

**3.02 APPLICATION - CHEMICAL TREATMENT**

- A. Comply with requirements of U.S. EPA and applicable state and local codes.
- B. Spray apply toxicant in accordance with manufacturer's instructions.
- C. Apply toxicant at following locations:
  - 1. Under Slabs-on-Grade.
  - 2. At Both Sides of Foundation Surface.
- D. Under slabs, apply toxicant immediately prior to installation of vapor barrier.
- E. At foundation walls, apply toxicant immediately prior to finish grading work outside foundations.

- F. Apply extra treatment to structure penetration surfaces such as pipe or ducts, and soil penetrations such as grounding rods or posts.
- G. Re-treat disturbed treated soil with same toxicant as original treatment.
- H. If inspection or testing identifies the presence of termites, re-treat soil and re-test.

**3.03 PROTECTION**

- A. Do not permit soil grading over treated work.

**END OF SECTION 31 31 16**

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**SECTION 32 31 13**  
**CHAIN LINK FENCES AND GATES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Posts, rails, and frames.
- B. Wire fabric.
- C. Barbed wire.
- D. Concrete.
- E. Accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM A121 - Standard Specification for Metallic-Coated Carbon Steel Barbed Wire.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- C. ASTM A392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
- D. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
- E. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
- F. ASTM F567 - Standard Practice for Installation of Chain-Link Fence.
- G. ASTM F1043 - Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework.
- H. ASTM F1083 - Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
- I. CLFMI CLF-FIG0111 - Field Inspection Guide.
- J. CLFMI CLF-PM0610 - Product Manual.
- K. CLFMI CLF-SFR0111 - Security Fencing Recommendations.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.
- C. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components. See CLFMI CLF-SFR0111 for planning and design recommendations.

**1.04 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Chain Link Fences and Gates:
  - 1. Master-Halco, Inc: [www.masterhalco.com/#sle](http://www.masterhalco.com/#sle).
  - 2. Merchants Metals: [www.merchantsmetals.com/#sle](http://www.merchantsmetals.com/#sle).
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.02 MATERIALS

- A. Posts, Rails, and Frames:
  - 1. ASTM A1011/A1011M, Designation SS; hot-rolled steel strip, cold formed to pipe configuration, longitudinally welded construction, minimum yield strength of 50 ksi; zinc coating complying with ASTM F1043 and ASTM F1083.
  - 2. Line Posts: Type I round.
  - 3. Terminal, Corner, Rail, Brace, and Gate Posts: Type I round.
  - 4. Comply with CLFMI CLF-PM0610.
- B. Wire Fabric:
  - 1. ASTM A392 zinc coated steel chain link fabric.
  - 2. Comply with CLFMI CLF-PM0610.
- C. Barbed Wire:
  - 1. Zinc-coated steel, complying with ASTM A121 Type Z Coating Class 1; 2 strands of 0.099 inch diameter wire, with 2-pointed barbs at 4 inches on center.
- D. Concrete:
  - 1. Ready-mixed, complying with ASTM C94/C94M; normal Portland cement; 2,500 psi strength at 28 days, 3 inch slump; \_\_\_\_ inch nominal size aggregate.

## 2.03 COMPONENTS

- A. Line Posts: 1.9 inch diameter.
- B. Corner and Terminal Posts: 2.38 inch diameter.
- C. Top and Brace Rail: 1.66 inch diameter, plain end, sleeve coupled.
- D. Bottom Rail: 1.66 inch diameter, plain end, sleeve coupled.
- E. Fabric: 2 inch diamond mesh interwoven wire, 6 gage, 0.1920 inch thick, top selvage knuckle end closed, bottom selvage twisted tight.
- F. Tie Wire: Aluminum alloy steel wire.

## 2.04 ACCESSORIES

- A. Caps: Cast steel galvanized; sized to post diameter, set screw retainer.
- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; steel.

## 2.05 FINISHES

- A. Components (Other than Fabric): Galvanized in accordance with ASTM A123/A123M, at 1.7 ounces per square foot.
- B. Accessories: Same finish as framing.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verification of Conditions: Verify that areas are clear of obstructions or debris.

### 3.02 INSTALLATION

- A. Install framework, fabric, accessories and gates in accordance with ASTM F567.
- B. Place fabric on outside of posts and rails.
- C. Set intermediate posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.
- D. Line Post Footing Depth Below Finish Grade: ASTM F567.
- E. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: ASTM F567.

- F. Brace each gate and corner post to adjacent line post with horizontal center brace rail. Install brace rail one bay from end and gate posts.
- G. Provide top rail through line post tops and splice with 6 inch long rail sleeves.
- H. Install a 7 gage, 0.1770 inch coil spring wire in place of top rail.
- I. Do not stretch fabric until concrete foundation has cured 28 days.
- J. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.
- K. Position bottom of fabric 2 inches above finished grade.
- L. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
- M. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- N. Install bottom tension wire stretched taut between terminal posts.
- O. Install support arms sloped outward and attach barbed wire; tension and secure.
- P. Peen all bolts upon installation.
- Q. Perform three random field inspections confirming proper installation.

### **3.03 TOLERANCES**

- A. Maximum Variation From Plumb: 1/4 inch.
- B. Maximum Offset From True Position: 1 inch.
- C. Do not infringe on adjacent property lines.

### **3.04 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Layout: Verify that fence installation markings are accurate to design, paying attention to gate locations, underground utilities, and property lines.
- C. Workmanship: Verify neat installation free of defects. See CLFMI CLF-FIG0111 for field inspection guidance.

### **3.05 CLEANING**

- A. Leave immediate work area neat at end of each work day.
- B. Clean jobsite of excess materials; scatter excess material from post hole excavations uniformly away from posts. Remove excess material if required.
- C. Clean fence with mild household detergent and clean water rinse well.
- D. Remove mortar from exposed posts and other fencing material using a 10 percent solution of muriatic acid followed immediately by several rinses with clean water.
- E. Touch up scratched surfaces using materials recommended by manufacturer. Match touched-up paint color to factory-applied finish.
- F. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.

### **3.06 CLOSEOUT ACTIVITIES**

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

**END OF SECTION 32 31 13**

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## SECTION 32 92 19

### SEEDING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Seeding.

##### 1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 - Grading: Preparation of subsoil and placement of topsoil in preparation for the work of this section.
- B. Section 31 23 23 - Fill: Topsoil material.

##### 1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

##### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

#### PART 2 PRODUCTS

##### 2.01 SEED MIXTURE

- A. Seed Mixture:
  - 1. Kentucky Blue Grass: 50 percent.
  - 2. Creeping Red Fescue Grass: 10 percent.
  - 3. Norlea Perennial Rye: 40 percent.

##### 2.02 ACCESSORIES

- A. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.
- B. Erosion Fabric: Jute matting, open weave.

#### PART 3 EXECUTION

##### 3.01 PREPARATION

- A. Prepare subgrade in accordance with Section 31 22 00.
- B. Place topsoil in accordance with Section 31 22 00.

##### 3.02 SEEDING

- A. Apply seed at a rate of 2 to 3 lbs per 1000 sq ft evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- D. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- E. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- F. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches.

**3.03 PROTECTION**

- A. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Provide 12 inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
- B. Secure outside edges and overlaps at 36 inch intervals with stakes.
- C. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.

**3.04 MAINTENANCE**

- A. Maintain seeded areas immediately after placement until grass is well established and exhibits a vigorous growing condition.
- B. Water to prevent grass and soil from drying out.
- C. Roll surface to remove minor depressions or irregularities.
- D. Immediately reseed areas that show bare spots.

**END OF SECTION 32 92 19**