



PROJECT MANUAL

ISSUE FOR RE-BID



240 Continental Drive, Suite 200  
Newark, Delaware 19713

Colonial School District

Leach School  
HVAC Improvements

Bid # 4-18-03

10 Landers Lane  
New Castle, Delaware 19720

200-16101-17002

October 4, 2017



NOT FOR BIDDING PURPOSES

**LEACH SCHOOL – HVAC IMPROVEMENTS**

**LEACH SCHOOL  
318 EAST BASIN ROAD  
NEW CASTLE, DELAWARE 19720**

**COLONIAL SCHOOL DISTRICT**

**PROJECT TEAM**

OWNER: Colonial School District  
318 E. Basin Road  
New Castle, DE 19720

CLIENT: Colonial School District  
318 E. Basin Road  
New Castle, DE 19720

ARCHITECT: Tetra Tech Inc.  
240 Continental Drive  
Suite 200  
Newark, DE 19713  
Phone: 302-738-7551

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MEP ENGINEER: Tetra Tech Inc.  
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STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 451-3423

Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

Located at:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2017

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.86	28.16	40.98
BOILERMAKERS	68.44	34.72	51.05
BRICKLAYERS	51.99	51.99	51.99
CARPENTERS	53.81	53.81	42.77
CEMENT FINISHERS	72.28	46.71	22.17
ELECTRICAL LINE WORKERS	45.47	32.99	29.73
ELECTRICIANS	66.85	66.85	66.85
ELEVATOR CONSTRUCTORS	90.49	64.49	31.94
GLAZIERS	71.20	71.20	56.66
INSULATORS	55.48	55.48	55.48
IRON WORKERS	62.85	62.85	62.85
LABORERS	44.70	44.70	44.70
MILLWRIGHTS	69.18	69.18	55.75
PAINTERS	48.47	48.47	48.47
PILEDRIVERS	75.27	39.35	31.83
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CERTIFIED:

4/13/2017

BY:

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) 451-3423.

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

**PROJECT:** Leach School ADA Toilet and HVAC Improvements , New Castle County

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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.



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- 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

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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 whenever 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 Addendum 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.

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- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each Bidder shall include in their bid a copy of a valid Delaware Business License.
- 4.1.12 Each bidder shall include signed Affidavit(s) for the Bidder and each listed Subcontractor certifying compliance with OMB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.
- 4.2 BID SECURITY
- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).
- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.
- 4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.
- 4.3 SUBCONTRACTOR LIST

- 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, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices 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, color, sex or national origin."
- 4.5 PREVAILING WAGE REQUIREMENT
- 4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, 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 prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- 4.5.3 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.



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4.5.4 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.

4.5.5 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), this 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,



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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 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**

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- 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

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# **BID FORM**

LEACH SCHOOL – ADA TOILET & HVAC IMPROVEMENTS  
318 EAST BASIN ROAD, NEW CASTLE, DE 19720

**BID FORM**

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

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

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

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

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

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

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

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

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

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

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(SEAL) ( Authorized Signature )

\_\_\_\_\_  
( Title )

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

**ATTACHMENTS**

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

## **BID FORM**

### **SUBCONTRACTOR LIST**

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

<b><u>Subcontractor Category</u></b>	<b><u>Subcontractor</u> <u>Subcontractors tax payer ID #</u> <u>or Delaware Business license #</u></b>	<b><u>Address (City &amp; State)</u></b>
1. MECHANICAL	_____	_____
2. ELECTRICAL	_____	_____
4. FIRE ALARM	_____	_____
5. CONTROLS	<u>MODERN CONTROLS</u>	<u>NEW CASTLE, DE</u>
6. DEMOLITION	_____	_____

**BID FORM**

**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 Office of Management and Budget, Division of Facilities Management)*.

All the terms and conditions of *(Project or Contract Number)* 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**

**AFFIDAVIT  
OF  
EMPLOYEE DRUG TESTING PROGRAM**

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

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

**Contractor/Subcontractor Name:**

\_\_\_\_\_

**Contractor/Subcontractor Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

**Authorized Representative (signature):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

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

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

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

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STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

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

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

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two  
thousand and \_\_\_\_\_ (20\_\_\_\_).

SEALED, AND DELIVERED IN THE  
Presence of

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness: \_\_\_\_\_

By:

\_\_\_\_\_  
Title

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STATE OF DELAWARE

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**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007**

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

NOT FOR BIDDING PURPOSES

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# AIA® Document A101™ – 2007

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

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

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

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

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

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

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

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

Init.

## TABLE OF ARTICLES

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*



Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

#### ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 4.3 Unit prices, if any:

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

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

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

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

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Init.

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is the Contractor materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

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

## § 5.2 FINAL PAYMENT

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

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

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

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

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

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

%

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

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

Init.



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

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

§ 9.1.4 The Specifications:

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

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

§ 9.1.5 The Drawings:

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

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

§ 9.1.6 The Addenda, if any:

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

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

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

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents)*

Init.

*unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

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

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

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

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

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

Init.

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

**SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007**

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

**ARTICLE 5: PAYMENTS**

5.1 PROGRESS PAYMENTS

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

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

**ARTICLE 6: DISPUTE RESOLUTION**

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

**ARTICLE 8: MISCELLANEOUS PROVISIONS**

8.2 Insert the following:

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

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

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

END OF SECTION

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STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

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

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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



transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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

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

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

PRINCIPAL

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

Witness or Attest: Address: \_\_\_\_\_

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

(Corporate Seal)

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

Name:

Title:

SURETY

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

Witness or Attest: Address: \_\_\_\_\_

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

(Corporate Seal)

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

Name:

Title:

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PAYMENT BOND**

Bond Number: \_\_\_\_\_

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

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

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

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

## PRINCIPAL

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

Witness or Attest: Address: \_\_\_\_\_

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

(Corporate Seal)

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

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

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

## SURETY

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

Witness or Attest: Address: \_\_\_\_\_

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

(Corporate Seal)

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

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

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

SECTION 00 62 76  
CHANGE ORDER AIA G701-2001

AIA Document G701™CMa–1992 is for implementing changes in the work agreed to by the owner, contractor, construction manager adviser, and architect. Execution of a completed AIA Document G701™–2001 indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time. It provides space for the signatures of the owner, contractor, construction manager adviser, and architect, and for a complete description of the change. The major difference between AIA Documents G701CMa–1992 and G701–2001 is that the signature of the construction manager adviser, along with those of the owner, architect and contractor, is required to validate the change order.

A draft copy of this document is included herein as follows

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# **AIA® Document G701™ – 2001**

## Change Order

<b>PROJECT</b> <i>(Name and address):</i>	<b>CHANGE ORDER NUMBER:</b>	<b>OWNER:</b> <input type="checkbox"/>
	<b>DATE:</b>	<b>ARCHITECT:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i>	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>CONTRACTOR:</b> <input type="checkbox"/>
	<b>CONTRACT DATE:</b>	<b>FIELD:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b>	<b>OTHER:</b> <input type="checkbox"/>

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00

The Contract Time will be by ( ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supplement the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<b>ARCHITECT</b> <i>(Firm name)</i>	<b>CONTRACTOR</b> <i>(Firm name)</i>	<b>OWNER</b> <i>(Firm name)</i>
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

**SECTION 00 62 76**

**APPLICATION AND CERTIFICATE FOR PAYMENT AIA G702-1992**

The Application and Certificate for Payment is as stated in the American Institute of Architects Document AIA G702 (1992 Edition) entitled Application and Certificate for Payment and is part of this project manual as if herein written in full.

A draft copy of this document is included herein as follows

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# AIA Document G702™ – 1992

## Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:

**Distribution to:**

PERIOD TO:

OWNER: ☐

FROM  
CONTRACTOR:

VIA  
ARCHITECT:

CONTRACT FOR:

ARCHITECT: ☐

CONTRACT DATE:

CONTRACTOR: ☐

PROJECT NO: / /

FIELD: ☐

OTHER: ☐

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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

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

CONTRACTOR:

By: \_\_\_\_\_

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My Commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$

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

ARCHITECT:

By: \_\_\_\_\_

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

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

SECTION 00 62 76

APPLICATION FOR PAYMENT CONTINUATION SHEET AIA G703 -1992

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

A draft copy of this document is included herein as follows.

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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 DATE:**

**PERIOD 13:**

ARCHITECT'S PROJECT NO:

[illegible]

SECTION 00 62 76

CERTIFICATE OF SUBSTANTIAL COMPLETION AIA G704 - 2000

AIA Document G704™-2000 is a standard form for recording the date of substantial completion of the work or a designated portion thereof. The contractor prepares a list of items to be completed or corrected and the architect verifies and amends this list. If the architect finds that the work is substantially complete, the form is prepared for acceptance by the contractor and the owner, and the list of items to be completed or corrected is attached. In AIA Document G704-2000 the parties agree on the time allowed for completion or correction of the items, the date when the owner will occupy the work or designated portion thereof, and a description of responsibilities for maintenance, heat, utilities and insurance.

A draft copy of this document is included herein as follows.

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# AIA® Document G704™ – 2000

## Certificate of Substantial Completion

**PROJECT:**  
(Name and address):

**PROJECT NUMBER:** /  
**CONTRACT FOR:**  
**CONTRACT DATE:**

**OWNER:** ☐  
**ARCHITECT:** ☐  
**CONTRACTOR:** ☐  
**FIELD:** ☐  
**OTHER:** ☐

**TO OWNER:**  
(Name and address):

**TO CONTRACTOR:**  
(Name and address):

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

### Warranty

### Date of Commencement

**ARCHITECT**

**BY**

**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

### Cost estimate of Work that is incomplete or defective: \$

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

**CONTRACTOR**

**BY**

**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

**OWNER**

**BY**

**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



SECTION 00 62 76

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AIA G706 - 1994

The contractor submits this affidavit with the final request for payment, stating that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the owner might be responsible has been paid or otherwise satisfied. AIA Document G706™-1994 requires the contractor to list any indebtedness or known claims in connection with the construction contract that have not been paid or otherwise satisfied. The contractor may also be required to furnish a lien bond or indemnity bond to protect the owner with respect to each exception.

A draft copy of this document is included herein as follows.

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# AIA Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

ARCHITECT'S PROJECT NUMBER:

TO OWNER: (Name and address)

CONTRACT FOR:  
CONTRACT DATED:

OWNER: ☐  
ARCHITECT: ☐  
CONTRACTOR: ☐  
SURETY: ☐  
OTHER: ☐

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:

SECTION 00 62 76

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS AIA G706A - 1994

AIA Document G706A™-1994 supports AIA Document G706™-1994 in the event that the owner requires a sworn statement of the contractor stating that all releases or waivers of liens have been received. In such event, it is normal for the contractor to submit AIA Documents G706-1994 and G706A-1994 along with attached releases or waivers of liens for the contractor, all subcontractors and others who may have lien rights against the owner's property. The contractor is required to list any exceptions to the sworn statement provided in G706A-1994, and may be required to furnish to the owner a lien bond or indemnity bond to protect the owner with respect to such exceptions.

A draft copy of this document is included herein as follows.

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# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

\_\_\_\_\_  
*(Signature of authorized representative)*

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

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

SECTION 00 62 76

CONSENT OF SURETY TO FINAL PAYMENT AIA G707 - 1994

AIA Document G707™-1994 is intended for use as a companion to AIA Document G706™-1994 Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the contractor is required to furnish a bond. By obtaining the surety's approval of final payment to the contractor and its agreement that final payment will not relieve the surety of any of its obligations, the owner may preserve its rights under the bond.

A draft copy of this document is included herein as follows.

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# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

PROJECT: (Name and address)

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR:

ARCHITECT: ☐

TO OWNER: (Name and address)

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

on bond of  
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
(Insert in writing the month followed by the numeric date and year.)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature of authorized representative)

Attest:  
(Seal):

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

SECTION 00 62 76

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS AIA G710 -1992

AIA Document G710™-1992 is used by the architect to issue additional instructions or interpretations or to order minor changes in the work. It is intended to assist the architect in performing its obligations as interpreter of the contract documents in accordance with the owner/architect agreement and the general conditions of the contract for construction. AIA Document G710-1992 should not be used to change the contract sum or contract time. It is intended to help the architect perform its services with respect to minor changes not involving adjustment in the contract sum or contract time. Such minor changes are authorized under Section 7.4 of AIA Document A201™-2007.

A draft copy of this document is included herein as follows

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# AIA Document G710™ – 1992

## Architect's Supplemental Instructions

PROJECT (Name and address):

ARCHITECT'S SUPPLEMENTAL  
INSTRUCTION NO:

OWNER: ☐

ARCHITECT: ☐

CONSULTANT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

OWNER (Name and address):

DATE OF ISSUANCE:

CONTRACT FOR:

FROM ARCHITECT (Name and  
address):

CONTRACT DATE:

TO CONTRACTOR (Name and  
address):

ARCHITECT'S PROJECT NUMBER:

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

ATTACHMENTS:

(Here insert listing of documents that support description.)

ISSUED BY THE ARCHITECT

(Signature)

(Printed name and title)

SECTION 00 62 76  
CONSTRUCTION CHANGE DIRECTIVE AIA G714 - 2007

AIA Document G714™-2007 is a directive for changes in the Work for use where the owner and contractor have not reached an agreement on proposed changes in the contract sum or contract time. AIA Document G714-2007 was developed as a directive for changes in the work which, if not expeditiously implemented, might delay the project. Upon receipt of a completed G714-2007, the contractor must promptly proceed with the change in the work described therein. NOTE: G714-2001 expired in 2009.

A draft copy of this document is included herein as follows.

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# AIA® Document G714™ – 2007

## Construction Change Directive

<b>PROJECT:</b> <i>(Name and address)</i>	<b>DIRECTIVE NUMBER:</b>	<b>OWNER:</b> <input type="checkbox"/>
	<b>DATE:</b>	<b>ARCHITECT:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b>	<b>CONSULTANT:</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> <i>(Name and address)</i>	<b>CONTRACT DATED:</b>	<b>CONTRACTOR:</b> <input type="checkbox"/>
	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>FIELD:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

You are hereby directed to make the following change(s) in this Contract:  
*(Describe briefly any proposed changes or list any attached information in the alternative.)*

### PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
  - ☐ • Lump Sum of \$
  - ☐ • Unit Price of \$ per
  - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
  - ☐ • As follows:

- The Contract Time is proposed to . The proposed adjustment, if any, is .

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

<b>ARCHITECT</b> <i>(Firm name)</i>	<b>OWNER</b> <i>(Firm name)</i>	<b>CONTRACTOR</b> <i>(Firm name)</i>
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

SECTION 00 62 76

ACORD CERTIFICATE OF INSURANCE AIA G715-1991

AIA Document G715™–1991 is intended for use in adopting ACORD Form 25-S to certify the coverage required of contractors under AIA Document A201™–2007, General Conditions of the Contract for Construction. Since the ACORD certificate does not have space to show all the coverages required in AIA Document A201–2007, the Supplemental Attachment form should be completed, signed by the contractor's insurance representative, and attached to the ACORD certificate.

A draft copy of this document is included herein as follows.

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# **AIA® Document G715™ – 1991**

## **Supplemental Attachment for ACORD Certificate of Insurance 25-S**

(This document replaces AIA Document G705, Certificate of Insurance.)

**PROJECT** (Name and address): \_\_\_\_\_

### **INSURED** \_\_\_\_\_

#### **A. General Liability**

1. Does the General Aggregate apply to this Project only?
2. Does this policy include coverage for:
  - a. Premises - Operations?
  - b. Explosion, Collapse and Underground Hazards?
  - c. Personal Injury Coverage?
  - d. Products Coverage?
  - e. Completed Operations?
  - f. Contractual Coverage for the Insured's obligations in A201?
3. If coverage is written on a claims-made basis, what is the:
  - a. Retroactive Date?
  - b. Extended Reporting Date?

Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### **B. Worker's Compensation**

1. If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

#### **C. Final Payment Information**

1. Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction?
2. If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### **D. Termination Provisions**

1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

#### **E. Other Provisions**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date of Issue

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

GENERAL CONDITIONS

TO THE  
CONTRACT

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

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# AIA® Document A201™ – 2007

## General Conditions of the Contract for Construction

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

THE OWNER:  
(Name, legal status and address)

THE ARCHITECT:  
(Name, legal status and address)

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### ADDITIONS AND DELETIONS:

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

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

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

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

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

#### § 1.1.2 THE CONTRACT

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

#### § 1.1.3 THE WORK

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

#### § 1.1.4 THE PROJECT

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

#### § 1.1.5 THE DRAWINGS

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

#### § 1.1.6 THE SPECIFICATIONS

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

#### § 1.1.7 INSTRUMENTS OF SERVICE

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

#### § 1.1.8 INITIAL DECISION MAKER

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

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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



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

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

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

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

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

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

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

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

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

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

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

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



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

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

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

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

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

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

### § 3.4 LABOR AND MATERIALS

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



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

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

### § 3.5 WARRANTY

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

### § 3.6 TAXES

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

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

### § 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 SUPERINTENDENT

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

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

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

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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



### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 USE OF SITE

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

### § 3.14 CUTTING AND PATCHING

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

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

### § 3.15 CLEANING UP

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

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

### § 3.16 ACCESS TO WORK

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

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

### § 3.18 INDEMNIFICATION

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



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

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

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

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

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

### § 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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



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

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

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

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

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

## § 5.3 SUBCONTRACTUAL RELATIONS

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

## § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 10.

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

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

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

### **§ 6.2 MUTUAL RESPONSIBILITY**

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

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



## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

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

### § 7.2 CHANGE ORDERS

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

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

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

#### § 7.4 MINOR CHANGES IN THE WORK

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

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

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

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

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

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

#### § 8.2 PROGRESS AND COMPLETION

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

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



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

### § 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

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

### § 9.2 SCHEDULE OF VALUES

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

### § 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

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

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

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representation 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 on 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 for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

#### § 9.6 PROGRESS PAYMENTS

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



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

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

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

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

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

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

#### § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### § 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

#### § 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.



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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:  
.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;  
.2 failure of the Work to comply with the requirements of the Contract Documents; or  
.3 terms of special warranties required by the Contract Documents.

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

#### § 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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



#### § 10.4 EMERGENCIES

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### § 11.2 OWNER'S LIABILITY INSURANCE

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

### § 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

### § 11.3.2 BOILER AND MACHINERY INSURANCE

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

### § 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment



property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

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

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

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

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

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

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

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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



### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

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

### § 13.2 SUCCESSORS AND ASSIGNS

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

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

### § 13.3 WRITTEN NOTICE

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

### § 13.4 RIGHTS AND REMEDIES

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

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

### § 13.5 TESTS AND INSPECTIONS

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

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

#### § 13.6 INTEREST

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

#### § 13.7 TIME LIMITS ON CLAIMS

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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



## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

### § 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

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

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

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

## § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

## § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

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

#### § 15.1.2 NOTICE OF CLAIMS

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

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

#### § 15.2 INITIAL DECISION

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



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

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

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

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

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

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

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

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

### § 15.3 MEDIATION

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

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

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

#### § 15.4 ARBITRATION

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

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

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

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

#### § 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

SECTION 00 73 14 –

SUPPLEMENTARY GENERAL CONDITIONS A201-1997

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-1997. 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**

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

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

Add the following Paragraph:

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

**1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add the following Paragraphs:

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

1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, material, 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.

**1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

Delete Paragraph 1.6.1 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."

## ARTICLE 2: OWNER

### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

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

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

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

## ARTICLE 3: CONTRACTOR

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

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

Delete the third sentence in Paragraph 3.2.3.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

- 3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for one year after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the one year as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.



- 3.5.5 All warranties shall commence at the date of substantial completion for the entire project, issuance of final certificate of occupancy, or upon substantial completion of that portion of the work, which ever occurs later.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following Paragraphs:

- 3.10.1 The Contractor shall own all entities (products, materials, equipment, and systems) identified in the Project Manual (Specifications) and drawings, regardless of whether said entities are only referenced in either the Project Manual or the drawings. Failure of the successful low bidder to identify all required quantities and locations of all project entities in the bidding period will not exempt the low bidder from the contractual responsibility for these items. In the event of a conflict between the Project Manual and the drawings, the Contractor shall own the more costly of the conflicting scenarios. The conflict, once identified and reported by the Contractor, will be resolved by the Architect.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.
- 3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.
- 3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

4.2

**ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

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

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

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

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

Add the following Paragraph:

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

#### 4.3 CLAIMS AND DISPUTES

Delete Paragraph 4.3.10 in its entirety.

#### 4.4 RESOLUTION OF CLAIMS AND DISPUTES

Delete Paragraph 4.4.5 in its entirety and replace with the following:

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

Delete Paragraph 4.4.6 in its entirety.

#### 4.5 MEDIATION

4.5.2 At the end of the second sentence, delete "and with the American Arbitration Association."

#### 4.6 ARBITRATION

Delete Paragraph 4.6 and its sub-sections in its entirety.

### ARTICLE 5 SUBCONTRACTORS

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

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

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

**ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

Delete Paragraph 6.1.4 in its entirety.

**ARTICLE 7: CHANGES IN THE WORK**

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

**ARTICLE 8: TIME**

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

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

8.3 DELAYS AND EXTENSION OF TIME

Add the following Paragraph:

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

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

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

Add the following Paragraph:

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

## 8.6 PROJECT LABOR/STAFFING:

- 8.6.1 The contractor shall provide one full-time laborer and equipment/materials per shift dedicated to maintaining a clean job site. The owner reserves the right to direct the superintendent as to the tasks of the full-time laborer. If a laborer is not provided or is not keeping the job site clean, the owner shall employ his own work forces and back-charge the contractor.
- 8.6.2 The General Contractor shall employ a competent full time general superintendent and necessary assistants who will be in attendance at the Project site throughout the 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. The General Contractor may either directly employ or assign this responsibility to a selected subcontractor. The superintendent shall have a minimum of 7 years experience and shall be subject to Owner's approval.

**ARTICLE 9: PAYMENTS AND COMPLETION**

## 8.8 SCHEDULE OF VALUES

Add the following Paragraphs:

- 9.2.2 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.
- 9.2.3 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 3 % of the initial contract amount.

## 9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

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

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

- 9.7 ADD the following statement to section 9.4.1: "See section 01770 – Closeout Procedures. Upon receipt of all the closeout documents, the 3% closeout document retainage" will be released."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraph:

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.

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.

Protection and Replacement of Roadways, Curbs, Etc.

Before starting any work, the Contractor shall file with the Architect, for approval, a list of all defective areas related to the existing site, including roadways, etc. At the close of the project, the Contractor shall repair any damaged areas to the satisfaction of the Owner and Architect.

Repair of Grounds

Toward the completion of the job, go over the grounds, fill any ruts and repair any damage caused by hauling, the storage of materials, and other



operations, and leave the whole property in as good condition as at the start of the work.

It shall be the General Contractor's and its subcontractors' responsibility to meet the necessary safety requirements, established by the Federal "Occupational Safety and Health Administration" (OSHA) required and applicable while performing work on this project.

## 10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

## 10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.5 in its entirety.

## ARTICLE 11: INSURANCE AND BONDS

### 11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

### 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete Paragraph 11.3 in its entirety.

### 11.4 PROPERTY INSURANCE

Delete Paragraph 11.4 in its entirety and replace with the following:

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

## ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

**ARTICLE 13: MISCELLANEOUS PROVISIONS**

Add the following Paragraph:

**CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS**

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

**ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

END OF SECTION

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SECTION 00 73 14

ADDITIONAL SUPPLEMENTARY CONDITIONS

1. Supplementary Conditions

In addition to requirements of AIA-A201, "General Conditions of the Contract for Construction - 2007," herein referred to as "General Conditions" these Supplementary Conditions shall apply to the contract as a whole, and to each and every subcontract, and to all persons supplying any materials or labor entering into this project directly or indirectly.

2. Basic Definitions (Addition to AIA A201 General Conditions - Article 1, Paragraph 1, Subparagraph 1.1.5 "The Drawings")

The drawings for the project referred to throughout these specifications are identified as Architect's Commission No. 200-16101-17002

For full list of drawings, see below:

GENERAL

G-101 COVER SHEET

ARCHITECTURAL

A-100 OVERALL FLOOR PLAN

A-101 PARTIAL DEMOLITION NEW WORK AND REFLECTED CEILING PLANS

A-102 PARTIAL DEMOLITION NEW WORK AND REFLECTED CEILING PLANS

A-601 SCHEDULE & DETAILS

STRUCTURAL

S-001 STRUCTURAL GENERAL NOTES AND DETAILS

S-101 NEW RAMP PLANS AND SECTIONS

MECHANICAL

M-001 MECHANICAL LEGEND, ABBREVIATIONS, GENERAL AND WORK NOTES

M-401 PARTIAL FIRST FLOOR PLAN MECHANICAL REMOVAL & NEW WORK

M-402 PARTIAL FIRST FLOOR PLAN MECHANICAL REMOVAL & NEW WORK

M-403 PARTIAL ROOF PLAN NEW WORK

M-501 MECHANICAL SCHEDULES & DETAILS

PLUMBING

P-401 PARTIAL FIRST FLOOR PLAN PLUMBING REMOVAL & NEW WORK

## ELECTRICAL

- E-001 PARTIAL FIRST FLOOR PLAN PLUMBING REMOVAL & NEW WORK
- E-401 PARTIAL FIRST FLOOR PLANS DEMOLITION AND NEW WORK
- E-402 PARTIAL FIRST FLOOR PLANS DEMOLITION AND NEW WORK
- E-403 PARTIAL ROOF PLAN DEMOLITION AND NEW WORK
- E-601 SCHEDULES

3. Basic Definitions (Alteration to AIA General Conditions - Article 1, Paragraph 1.1, Subparagraph 1.1.7)

1.1.7 Project Manual: The Project Manual is the volume which includes the Binding Documents, such as the Project Forward, and the Bid Form; Contract Forms such as Contract Agreement between the Owner and General Contractor, Performance Bond and other AIA documents in support of the Contract; Conditions of the Contract which include the General Conditions of the contract and Supplementary Conditions; and the Technical Specifications.

Daily Construction Report

4. Execution, Correlation, Intent and Interpretations (Alteration to AIA A201 General Conditions - Article 1, Paragraph 1.2, Subparagraph 1.2.1)

The Owner-Contractor Agreement shall be signed by the Owner and Contractor respectively. Signature of both parties on the Owner-Contractor agreement represents signature of each and every Contract Document.

(also)

(Addition to AIA A201 General Conditions - Article 1, Paragraph 1.2, Subparagraphs 1.2.1 and 1.2.3)

Should anything be omitted from the Drawings or Specifications which is necessary to a clear understanding of the work or should any error appear in the various instruments furnished or included in these specifications, it shall be the duty of the Contractor to notify the Architect and obtain the necessary information and see that the work is carried out in compliance therewith, and that any damage or defect in the work caused thereby is properly corrected.

The Contractor shall be responsible for all measurements; shall check all drawings; shall report any discrepancies to the Architect; and shall furnish correct dimensions to all trades. It shall also furnish all lines and dimensions required in the performance of the work. Scaled dimensions shall not be allowed. The Contractor must check all drawings and verify all coordination. All details shall work together, and details indicated at various scales shall require all components whether or not they are indicated at all different scales.

5. Labor and Materials (Addition to AIA A201 General Conditions - Article 3, Paragraph 3.4, Subparagraph 3.4.1)

The Contractor must provide suitable storage facilities at the site for the proper protection and safe storage of its materials.



All materials delivered to the premises which are to form a part of the work are to be considered the property of the Owner and must not be removed without the Owner's consent, but the Contractor shall remove all surplus materials upon completion of each phase of the work and as directed by the Owner.

When any room is used as a shop, storeroom, etc., by the Contractor during the construction of the building, the Contractor shall be held responsible for any repairs, patching, or cleaning arising from such use.

The Contractor shall not subcontract, sublet, sell, transfer, assign, purchase work or materials from an organization other than its own, or otherwise dispose of the contract or any portion thereof or of its right, title or interest therein, without written permission from the Owner and of Architect.

**Daily Construction Report:**

The Contractor shall at the end of each working day, unless expressly excused from this requirement by the Owner, carefully prepare a Daily Construction Report that shall include the weather and temperature, a general description of the work accomplished and its location on the roof, the number of men and regular and overtime hours by craft and any accidents or unusual occurrences, and shall submit such reports to the Owner on a weekly basis.

**6. Fire Prevention**

An adequate fire watch and adequate fire extinguishing equipment approved by the Consultant shall be used.

Welding, burning, and open flame work shall be permitted, but only subject to the following conditions:

- A. The methods shall be approved by the Owner and the Consultant.
- B. The Contractor shall inform the Owner of the exact time that welding or open flame work will be performed.
- C. The application of roofing materials by the use of butane or propane torches, either hand held or as a part of a wheeled device used for that purpose shall be permitted, but only subject to the following conditions:
  - 1) Thoroughly knowledgeable workmen shall be employed.
  - 2) An inspection of all torched areas shall be made at the end of the day's work to determine if there are any "hot spots" that might indicate the presence of a smoldering fire within or beneath the membrane.

**7. Permits, Fees and Notices (Alterations to AIA A201 General Conditions - Article 3, Paragraph 3.7)**

The Contractor shall be responsible for permits and governmental fees necessary for the proper execution and completion of the work, and the Contractor is required to have proper State and County licenses. The Contractor will secure and pay for all permits and fees, including, but not limited to, inspections, utility connections, etc.

**8. Superintendent (Alteration to AIA A201 General Conditions - Article 3, Paragraph 3.9)**

A qualified, full-time superintendent shall be provided, and shall be present onsite during all construction, and each shift of activities. The Owner reserves the right to review and approve or reject the Contractor's proposed superintendent at anytime during the duration of the project. At anytime during the project.

9. Shop Drawings, Product Data and Samples (Addition to AIA A201 General Conditions - Article 3, Paragraph 3.12, Subparagraph 3.12.3)

3.12.3

- .1 The Contractor shall furnish for the approval of the Architect, any samples required by the specifications or that may be requested by the Architect, of any and/or all materials or equipment it proposes to use and shall prepay all shipping charges on the samples. The intent is for the Contractor to furnish two samples of each item called for, unless otherwise determined before start of construction.
- .2 No samples are to be submitted with the bids.
- .3 No materials or equipment, of which samples are required, to be submitted for approval shall be used on the work until such approval has been given by the Architect, except at the Contractor's risk and expense.
- .4 Each sample shall have a label indicating the material represented, its place of origin and names of the producer, the contractor and the building or work for which the material is intended. Samples of finished materials shall be so marked as to indicate where the materials represented are required by the drawings or specifications.
- .5 A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor to the Architect and contain a list of the samples, the name of the building or work for which the materials are intended and the brands of the materials and names of the manufacturers.
- .6 The approval of any samples shall be only for the characteristics or for the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify the contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approved samples of hardware in good condition may be suitable marked for identification and used in the work.
- .7 Failure of any material to pass the specified tests will be sufficient cause of refusal to consider, under this contract, any further samples of the same brand or make of this material.
- .8 Test samples, as the Architect may deem necessary, will be procured from the various materials or equipment delivered by the Contractor for use in the work. If any of these test samples fail to meet the specification requirements, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor, with materials or equipment meeting the specification requirements, or at the discretion of the Owner, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the Contract Price. The costs of the tests will be borne by the Owner except where laboratory tests are hereinafter specified elsewhere in this specification.

(also)

(Addition to AIA A201 General Conditions - Article 3, Paragraph 3.12)

- 3.12.11 The Contractor shall submit all required shop drawings and samples in accordance with the approved construction progress schedule and with such promptness as to cause no delay in its own work or in that of any other contractor or subcontractor. No extensions of time will be granted to the Contractor for any delay caused by its failure to have shop drawings or samples submitted in ample time to allow for review and approval.
- 3.12.12 Each subcontractor shall submit all shop drawings manufacturer's data, and samples through the Contractor, to the Architect for approval. All shop drawings shall be thoroughly checked by the Contractor for completeness and for compliance with the contract documents before submitting them to the Architect and shall bear the Contractor's stamp of approval certifying that they have been checked.

Each sheet of shop drawings shall identify the project, Contractor, subcontractor and fabricator or manufacturer and the date of the drawings. All shop drawings shall be numbered in consecutive sequence and each sheet shall indicate the total number of sheets in the set.

The shop drawings shall indicate types, gauges, and finishes of all materials. Where a shop coat of paint is required, its brand name and manufacturer's identification number or type shall be indicated. Sufficient data in each set of shop drawings shall be included to permit a detailed study of the item submitted.

10. Cleaning Up (Addition to AIA A201 General Conditions - Article 3, Paragraph 3.15, Subparagraph 3.15.1)

The Contractor shall police and clean up on a continuing basis during its presence on the project, all areas in which it is performing work. No burning of any kind will be permitted.

11. Administration of the Contract (Addition to AIA A201 General Conditions - Article 4, Paragraph 4.2, Subparagraph 4.2.1)

In addition to the general supervision by the Architect, the Owner may at its option employ a Project Manager who will at times represent it and the Architect. All matters involving the interpretation of the drawings and specifications shall be brought to the attention of this Project Manager, who shall consult with the Architect and advise the Contractor of the decision made thereon. The Project Manager shall have power to reject any materials, form of workmanship or method, which is not in accordance with the drawings and specifications, subject to approval of the Architect.

(also)

(Alteration to AIA A201 General Conditions - Article 4, Paragraph 4.2, Subparagraph 4.2.2)

- 4.2.2 The Architect will make such periodic visits to the site as may be necessary to familiarize itself generally with the progress and quality of the work and to determine in general, if the work is proceeding in accordance with the Contract Documents and to carry out the obligations of the Architect under its Agreement with the Owner in accordance with acceptable professional standards. On the basis of its on-site observations as Architect, it

will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor. The Architect will not be required to make exhaustive or continuous on-site inspections to check the quality of the work.

12. Payments and Completion (Addition to AIA A201 General Conditions - Article 9)

On the 20th of each month, the Contractor shall submit its application for progress payment to the Architect. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified if found necessary, and certificate issued for the amount approved by the Architect. Statement shall be submitted in quintuplicate to the office of the Architect.

Payment applications must indicate clearly the proportion of completion of work for each Contract and subcontract. Payment applications shall, when so requested by Architect, be accompanied by bills showing the amounts of labor and material incorporated into the building during the previous month, which would also show that the amount of material delivered to the site were furnished for this particular contract. Bills shall be returned when payments are made.

This amount shall be payable upon the submission and acceptance of all final project closeout documents. Acceptance shall be determined solely by the Owner and Architect.

See Article 15 for additional requirements.

13. Liquidated Damages (Addition to AIA A201 General Conditions - Article 8)

The Contractor shall be liable for liquidated damages if Substantial Completion does not occur, as outlined in the Bid Form.

Substantial Complete Criteria: The Owner must have beneficial occupancy, including, but not limited to, "Certificate of Occupancy" from Regulatory Agency (ies).

14. Accident Prevention (Addition to AIA A201 General Conditions - Article 10)

Machinery and equipment shall be guarded, and all hazards shall be guarded against or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

This Project, its Prime Contractor and his Subcontractors shall, at all times, be governed by Chapter VIII of Title 29, Code of Federal Regulations, Part 1518 - Safety and Health Regulations for Construction (36 FR 75), as amended to date.

The Prime Contractor and all Subcontractors shall immediately report all accidents, injuries, or health hazards the Owner, or his designated representative, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Administration Act of 1970 as may be amended.

The inclusion of the OSHA Act of 1970, as amended to date, this specification in no way commits the Owner or his representative to guarantee compliance by the Contractor or Subcontractors. Compliance is the sole responsibility of the Contractor and Subcontractors.

The Contractor will also observe and comply with the Owner's specific safety requirements for construction contracts, if any, as if written fully herein.

15. Alcoholic Beverages and Controlled Substances

Alcoholic beverages and controlled substances, and those people who are under their influence are hereby barred from the project site.

The Contractor shall be responsible to assure complete compliance with the requirements of this paragraph.

16. Smoking

There shall be no smoking in the staging areas where flammable solvents or adhesives are stored or in use, or at the direction of the Owner.

17. Insurance (Addition to AIA A201 General Conditions - Article 11)

11.6 Limits of Liability Insurance: The Contractor shall use the standard "ACORD" form titled "Certificate of Insurance" in submitting its liability insurance limits. The required limits to be inserted in the "ACORD" form, as are follows:

18. General Notes: Contractor shall have the following additional items added to its required "ACORD" form Certificate Insurance:

- .1 Name and Address of Insured (Contractor).
- .2 Description of Operations/Locations.
- .3 Name and Address of Certificate Holder:

Colonial School District  
318 East Basin Road  
New Castle, DE 12720

- .4 Name of Added Insured:

Colonial School District  
Tetra Tech

NOTE: THOUGH NOT A PART OF AIA DOCUMENT A201, THESE ADDITIONAL ARTICLES APPLY AS NOTED TO THIS PROJECT.

19. ARTICLE 15

15.1 LAWS, RULES, AND REGULATIONS, AS CURRENTLY AMENDED.

15.1.1 The Contractor shall comply with all laws, rules, and regulations of the State of Delaware, the County and/or local authorities having jurisdiction as may be applicable, affecting work under this contract including, but not limited to Title 29 of the State of Delaware Code of Laws:

Title 29, Section 2502:	Contractor license requirement; fees on gross receipts paid; statements required.
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Title 29, Section 2503:	Architect, professional engineer duties as to nonresident contractor licenses.
Title 29, Section 2704:	Exculpatory clauses in certain contracts void.
Title 29, Section 2705:	Duty of contractor to list subcontractors, suppliers.
Title 29, Section 805/3503/4/5:	Penalties for contractor's nonpayment of subcontractors and suppliers; use of money paid to contractor.
Title 29, Section 3506:	Contractor's interest payment on late payments to subcontractors and suppliers.
Title 29, Section 6905/6928:	Failure to comply with contract; new award; supervision
Title 29, Section 6927:	Bids and contract security.
Title 29, Section 6929:	Contract insurance and contract liability/
Title 29, Section 6930:	Owner's right to audit contractor's project-related records.
Title 29, Section 6960:	Prevailing wage rate requirements.
Title 29, Section 6961:	Small public works procedures.
Title 29, Section 6962:	Large public works procedures.
Title 29, Section 6964:	Contractor performance.
Title 29, Section 6987:	Administrative provisions.

15.1.2 It is the explicit responsibility of each contractor to conform with all applicable State and Federal rules and regulations pertaining to safety, including but not limited to OSHA requirements.

15.6 Subcontractor Approval: The Owner reserves the right to reject any subcontractor, at the Bid Submission period, or at any other time during the Construction process.

15.6 The Contractor shall receive multiple purchase orders for the work required by this contract that will correspond to the State of Delaware's fiscal year (July 1 through June 30). The Contractor and the Owner shall mutually agree to the purchase order amounts that correspond to the work scheduled during that funding period, so as to not affect the completion date of the project. General Details

END OF SECTION

**SECTION 00 81 13**

**GENERAL REQUIREMENTS**

**TABLE OF ARTICLES**

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

**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, color, sex 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, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices 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, color, sex 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 #104 “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 material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (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, when 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 license; and
  - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

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

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

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

- A. Is unqualified to perform the work required;
- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or

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

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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 to 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 subcontractor's subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

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

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

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

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

#### 8.4 SUSPENSION AND DEBARMENT

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

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

- 11.7.5.2 Minimum Limit for all employees working at one site.
- 11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.
- 11.7.7 Social Security Liability
- 11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.
- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

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

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

#### ARTICLE 13: MISCELLANEOUS PROVISIONS

##### 13.1 CUTTING AND PATCHING

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

##### 13.2 DIMENSIONS



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

13.3 LABORATORY TESTS

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

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

13.4 ARCHAEOLOGICAL EVIDENCE

- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the 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.

13.7 REPORTING

- 13.7.1 Contractor who is awarded contract must report contract amounts awarded to all listed subcontractors. Information to report is included in the chart below. If subcontractor is considered a minority, women or veteran owned business, please identify if they are registered with the State of Delaware, Office of Supplier Diversity.

SUBCONTRACTOR CATEGORY	SUBCONTRACTOR NAME	SUBCONTRACTOR CONTRACT AMOUNT	Is subcontractor minority, women or veteran owned?

### 13.8 BUY AMERICAN ACT

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

## ARTICLE 14: TERMINATION OF CONTRACT

- 14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all material, 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

**EMPLOYEE DRUG TESTING REPORT FORM**

**Period Ending:** \_\_\_\_\_

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly.

Project Number: \_\_\_\_\_ 200-16101-17002 \_\_\_\_\_

Project Name: \_\_\_\_\_ CSD Leach School – ADA Toilet & HVAC Improvements \_\_\_\_\_

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

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

Number of employees who worked on the jobsite during the report period: \_\_\_\_\_

Number of employees subject to random testing during the report period: \_\_\_\_\_

Number of Negative Results \_\_\_\_\_ Number of Positive Results \_\_\_\_\_

Action taken on employee(s) in response to a failed or positive random test: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(typed or printed)

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(signature)

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

**EMPLOYEE DRUG TESTING  
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: 200-16101-17002

Project Name: CSD Leach School – ADA Toilet & HVAC Improvements

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 00 31 13

PROJECT SCHEDULE

1.1 PROJECT SCHEDULE

- A. This Document with its referenced attachments is part of the Contract Documents. The start and finish dates shown on the schedule are subject to change, but the construction duration days are a requirement of the project. The schedule duration days are business days.
- B. Available Project information includes the following:
  - 1. Project Schedule.
- C. Project schedule including design and construction milestones is appended to this Document. Additionally, list of dates when students will not be attending school is appended to this document. These dates may be useful for consideration of required utility shut downs or activities that will be particularly noisy.
- D. Related Requirements:
  - 1. Section 01 10 00 "Summary" for phased construction requirements.
  - 2. Section 01 32 00 "Construction Progress Documentation" for Contractor's construction schedule requirements.

END OF SECTION



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NOT FOR BIDDING PURPOSES

# PROJECT SCHEDULE

Leach School

October 04, 2017

ID	Task Name	Duration	Start	Finish	Predecessor	B	E	M	B	E	M	B	E	M	B	E	M	B	E
0	<b>Leach School Schedule</b>	<b>167 days</b>	<b>Tue 10/3/17</b>	<b>Wed 5/23/18</b>															
1	<b>Bidding/ Negotiation Phase</b>	<b>41 days</b>	<b>Tue 10/3/17</b>	<b>Tue 11/28/17</b>															
2	delivered to GSS	2 days	Tue 10/3/17	Wed 10/4/17															
3	posted to GSS	10 days	Thu 10/5/17	Wed 10/18/17	2														
4	Pre-bid meeting	5 days	Thu 10/19/17	Wed 10/25/17	3														
5	Bid Opening	11 days	Thu 10/26/17	Thu 11/9/17	4														
6	BOARD MEETING	1 day	Tue 11/14/17	Tue 11/14/17															
7	Contract/ PO Period	10 days	Wed 11/15/17	Tue 11/28/17	6														
8	<b>Construction Phase</b>	<b>126 days</b>	<b>Wed 11/29/17</b>	<b>Wed 5/23/18</b>															
9	Permit	5 days	Wed 11/29/17	Tue 12/5/17	7														
10	Submittal Phase	10 days	Wed 11/29/17	Tue 12/12/17	7														
11	Equipment Delivery	50 days	Wed 12/13/17	Tue 2/20/18	10														
12	Mobilization and Construction/ Preparation	70 days	Wed 12/6/17	Tue 3/13/18	9														
13	Equipment Install and Completion	40 days	Wed 3/14/18	Tue 5/8/18	12														
14	Substantial Completion	1 day	Wed 5/9/18	Wed 5/9/18	13														
15	Punchlist and Final Completion	10 days	Thu 5/10/18	Wed 5/23/18	14														

NOT FOR BIDDING PURPOSES

Summary  
Milestone  
Tetra Tech  
DFM/ OMB

Construction  
Inactive Task  
Inactive Milestone  
Inactive Summary

Manual Task  
Duration-only  
Manual Summary Rollup  
Manual Summary

Start-only  
Finish-only

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of the Contract.
3. Work under other contracts.
4. Products ordered in advance.
5. Use of premises.
6. Owner's occupancy requirements.
7. Work restrictions.
8. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Bid # Leach School - HVAC Improvements
- B. Project Location: Leach School, 10 Landers Lane, New Castle, Delaware 19720.
- C. Owner: Colonial School District, 318 East Basin Road, New Castle, Delaware 19720
- D. Architect: Tetra Tech, Inc., 240 Continental Drive, Suite 200, Newark, Delaware 19713
- E. The Work consists of selective demolition and construction for the completion of the Project as shown and as specified including all cutting, patching and refinishing required to restore the premises to the condition prevailing before construction operations began. The Work consists of, but is not limited to:
1. The general scope of the project entails the following:
    - a. Multi-Purpose Room 193: Provide new rooftop unit with associated ductwork and DDC controls. Demolish existing HVAC unit vents and accessories.
    - b. Provide new exhaust fan in Cleaning Room (adjacent to Room 138).
    - c. Conference Room 103: Provide new Samsung Ceiling mounted HVAC unit with associated rooftop condensing equipment, ductwork, DDC controls and thermostat.
    - d. Hydrotherapy Pool: Provide new PoolPak Split System.
    - e. Structural steel to accommodate new rooftop units.
- F. Carefully examine the bidding documents, visit the site of the Work, become fully informed as to all existing conditions and limitations, including the structure of the ground, sub-surface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, and include in the Contract a sum to cover the cost of all such items.

1. No extras shall be honored for items which are not accounted for due to lack of field visit.

## 1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract with a Mechanical Contractor.
1. Form of Contract will be AIA Document A101 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM.

## 1.5 WORK SEQUENCE

- A. The Work shall be conducted in accordance with the construction documents:
1. Timely execution of the project is a critical element of the work.
  2. Refer to "PROJECT SCHEDULE", Section 003113 for key dates and deadline for start or completion of significant portions of the work including key delivery dates for critical equipment.

## 1.6 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
1. Asbestos Abatement: If necessary a separate contract will be awarded for the abatement of asbestos in selected areas of the building.

## 1.7 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy site and building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Project Representative and approval of authorities having jurisdiction.
  2. Maintain in operation all life safety provisions and devices (including, but not limited to, fire alarms, fire extinguishers, smoke detectors, heat sensors, emergency and exit lighting, defibrillators, and similar items).
  3. Notify Project Representative not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Coordination with School Schedule:
1. Normal School Year: Owner intends to maintain a full educational program during the normal school year throughout duration of Project, and will make full use of the building and site, unless noted otherwise.
    - a. School and special activities may be conducted within building and on site outside regular school hours, including holidays and weekends.

- b. Owner's personnel will perform normal custodial and maintenance services for the building areas and systems not involved in construction activities, unless noted otherwise.

## 1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
  1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

## 1.9 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1

1. Alternate: All work associated with Pool Pak.

B. Alternate No. 2

1. Alternate: All work in Office 103 and Conference Room 103A.

END OF SECTION 01 23 00

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**SECTION 01 25 00**

**SUBSTITUTION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Requests for substitution must be made ten days prior to bid. This specification section applies to extra-ordinary conditions that could not be requested during the bidding period.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract, but no later than 60 days after commencement of the Work.
- B. Related Sections: The following Divisions contain requirements that relate to this Section:
  - 1. Division 01 specifies the applicability of industry standards to products specified.
  - 2. Division 01 specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
  - 3. Division 01 specifies requirements governing the Contractor's selection of products and product options.

**1.3 DEFINITIONS**

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
  - 1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
  - 2. Revisions to the Contract Documents requested by the Owner or Architect.
  - 3. Specified options of products and construction methods included in the Contract Documents.
  - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

**1.4 SUBMITTALS**

- A. Substitution Request Submittal: Substitution requests will only be considered during the bidding period. Substitutions will not be considered after the bids are accepted.

1. Submit three copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change order proposals and utilizing the CSI Substitution Request Form 13.1A (sample attached to Project Manual). The contractor is solely responsible for obtaining the required forms to submit before the stated time period expires.
2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
  - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
  - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
  - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
  - d. Samples, where applicable or requested.
  - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
  - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
  - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within two weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later.
  - a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated.

## PART 2 - PRODUCTS

### 21 SUBSTITUTIONS

- A. Conditions: The Architect will receive and consider the Contractor's request for substitution when the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
  1. Revisions to the Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of the Contract Documents.



3. The request is timely, fully documented, and properly submitted.
  4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  5. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
  6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
  8. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION (Not Applicable)

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**SECTION 01 26 00**

**CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.

**1.3 MINOR CHANGES IN THE WORK**

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

**1.4 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Refer to procedures outlined in the *Supplementary Conditions* of the Contract.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect. Refer to Procedures outlined in the *Supplementary Conditions* of the Contract.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.5 ALLOWANCES

- A. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 14 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

#### 1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Work Change Directive: The Architect may issue a Work Change Directive on AIA Document G714. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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**SECTION 01 29 00**

**PAYMENT PROCEDURES**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. This Section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.
  - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- C. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 01 Section A Construction Progress Documentation.
  - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

**1.3 DEFINITIONS**

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

**1.4 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. Schedule of allowances.
    - e. Schedule of alternates.

- f. List of products.
  - g. List of principal suppliers and fabricators.
  - h. Schedule of submittals.
- 2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than 14 days before the date scheduled for submittal of the initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of the Architect.
    - c. Project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of material cost.
    - h. Dollar value of labor cost.
    - i. Dollar value total material and labor cost.
  - 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
  - 4. Include a like item for "Closeout Documents". This amount shall equal three percent (3%) of the total contract amount.
  - 5. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
  - 6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.

7. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner. Each Application for Payment shall be accompanied with copies of the Weekly Certified Payroll Reports as submitted to the Department of Labor for review by the Architect and Owner. This is in addition to the submission of the weekly Certified Payroll Reports to the State of Delaware.
  1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment. Electronic versions shall only be acceptable if they are identical in format to the G702 and G703 forms.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit 5 signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
    - a. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Schedule of principal products.
  6. Schedule of unit prices.
  7. Submittal Schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. List of Contractor's principal consultants.
  10. Copies of building permits.
  11. Copies of authorizations and licenses from governing authorities for performance of the Work.
  12. Initial progress report.
  13. Report of preconstruction meeting.
  14. Certificates of insurance and insurance policies.
  15. Performance and payment bonds.
  16. Data needed to acquire the Owner's insurance.
  17. Initial settlement survey and damage report, if required.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.



2. Administrative actions and submittals that shall precede or coincide with this application include:
  - a. Occupancy permits and similar approvals.
  - b. Warranties (guarantees) and maintenance agreements.
  - c. Test/adjust/balance records.
  - d. Maintenance instructions.
  - e. Meter readings.
  - f. Startup performance reports.
  - g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
  - h. Final cleaning.
  - i. Application for reduction of retainage and consent of surety.
  - j. Advice on shifting insurance coverages.
  - k. Final progress photographs.
  - l. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.
10. Change of door locks to Owner's access.

2 PRODUCTS (Not Applicable)

3 EXECUTION (Not Applicable)

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**SECTION 01 31 00**

**PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Coordination Drawings.
  - 3. Administrative and supervisory personnel.
  - 4. Project meetings.

- B. Related Sections

- 1. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

- C. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

**1.3 DEFINITIONS**

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

**1.4 COORDINATION**

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

- 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of the Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Pre-installation conferences.
  7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

#### 1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.

13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within [10] ten days of receipt of the RFI response.

C. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly.

#### 1.6 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Refer to Division 15 Section "Basic Mechanical Materials and Methods" and Division 16 Section "Basic Electrical Materials and Methods" for specific Coordination Drawing requirements for mechanical and electrical installations.

B. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at the Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to the Project.

1. Post copies of list in the Project meeting room, in temporary field office, and by each temporary telephone.

#### 1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at the Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify the Owner and the Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the Owner and the Architect, within 3 days of the meeting.



- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 15 days after execution of the Agreement. Hold the conference at the Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of the Owner, the Architect, and their consultants, the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Tentative construction schedule.
  - b. Phasing.
  - c. Critical work sequencing.
  - d. Designation of responsible personnel.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for processing Applications for Payment.
  - g. Distribution of the Contract Documents.
  - h. Submittal procedures.
  - i. Preparation of Record Documents.
  - j. Use of the premises.
  - k. Responsibility for temporary facilities and controls.
  - l. Parking availability.
  - m. Office, work, and storage areas.
  - n. Equipment deliveries and priorities.
  - o. First aid.
  - p. Security.
  - q. Progress cleaning.
  - r. Working hours.

- C. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of the Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.

- 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Change Orders.
  - 14) Documentation of information for payment requests.
2. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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**SECTION 01 31 20**

**PAYROLL REPORTS**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:
  - 1. State of Delaware Payroll Reports.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Payment Procedures" specifies requirements for submittal of the Schedule of Values.
  - 2. Division 01 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

**1.3 SUBMITTAL PROCEDURES**

- A. Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities.

**1.4 PAYROLL REPORTS**

- A. State of Delaware Payroll Reports: As required by the State of Delaware, Section 6912, Title 29, of the Delaware Code, payroll wages shall be reported weekly to the Delaware Department of Labor, Division of Industrial Affairs, 4425 North Market Street, Wilmington, DE 19802, phone 302/761-8200. Forms shall be available at the above address. A sample copy of the form is attached under contract forms, State of Delaware Payroll Report.
- B. Payroll wages to be reported weekly, via electronic transmission to Colonial School District Construction Office.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

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**SECTION 01 32 00**

**CONSTRUCTION PROGRESS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Preconstruction Photographs
8. Construction photographs.

- B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Closeout Procedures" for submitting construction photographs as Project Record Documents at Project closeout.

**1.3 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor activity is an activity that must be completed before a given activity can be started.

- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.



- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
  3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.
- C. Contractor's Construction Schedule: Submit three printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.
- D. CPM Reports: Concurrent with CPM schedule, submit three printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.

3. Total Float Report: List of all activities sorted in ascending order of total float.

E. Photographic Documentation:

1. Preconstruction Photographs: Before commencement of demolition, take color digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
2. Periodic Construction Photographs: Take 12, color, digital photographs monthly with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
  - a. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.
  - b. Format: 4-by-6-inch (101-by-152-mm) smooth-surface matte prints on single-weight commercial-grade stock.
  - c. Identification: On back of each print, provide an applied label or rubber-stamped impression with the following information:
    - 1) Name of Project.
    - 2) Name and address of photographer.
    - 3) Name of Architect.
    - 4) Name of Contractor.
    - 5) Date photograph was taken.
    - 6) Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
  - d. Digital Images: Submit a complete set of digital image electronic files with each submittal of prints on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.
  - e. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

F. Daily Construction Reports: Submit two copies at weekly intervals.

G. Material Location Reports: Submit two copy at weekly intervals.

H. Field Condition Reports: Submit two copy at weekly intervals.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from parties involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 15 days after date established for the Notice to Proceed..
  2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  3. Use "one workday" as the unit of time.
- B. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing

2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
  - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- C. Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting. Include the following:
  1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time
  - a. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting

## 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. High and low temperatures and general weather conditions.
  5. Accidents.
  6. Meetings and significant decisions.
  7. Unusual events (refer to special reports).
  8. Stoppages, delays, shortages, and losses.
  9. Meter readings and similar recordings.
  10. Emergency procedures.
  11. Orders and requests of authorities having jurisdiction.
  12. Change Orders received and implemented.
  13. Construction Change Directives received.
  14. Services connected and disconnected.
  15. Equipment or system tests and startups.
  16. Partial Completions and occupancies.
  17. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION (not used)

END OF SECTION

NOT FOR BIDDING PURPOSES

**SECTION 01 33 00**

**SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
  - 1. Process designated submittals for the Project electronically through designated email system.

**1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed layout document format.
- D. Email System: A method to transmit certain electronic submittals between the Contractor, Architect, and Owner, via email.
  - 1. For consistency, the standard file format will be PDF. Convert paper originals and other file formats to PDF prior to submission.
  - 2. In the event of system malfunction, submittals shall be processed in accordance with the Architect's instructions, until the system malfunction has been corrected.
  - 3. For this Project, process the following submittal types through the designated email system:
    - a. Product Data.
    - b. Shop Drawings.



- c. Product Schedules.
  - d. Qualification Data.
  - e. Certificates (Welding, Installer, Manufacturer, Product, and Material, as applicable).
  - f. Test Reports (Material, Product, Preconstruction, Compatibility, and Field, as applicable).
  - g. Research Reports.
  - h. Warranty (sample).
  - i. Design Data, including calculations.
  - j. Coordination Drawings.
  - k. Delegated-Design Services Certifications.
4. For Samples, provide electronic submittal of Sample cover sheet, identifying location and actual delivery date of Samples. Deliver Samples to location (Architect's office, Project site, etc.) as directed by the Architect.
- a. Architect will identify delivery location(s) after receipt and review of Contractor's Submittal Schedule.

#### 1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit a schedule of submittals indicating scheduled date for each submission. Factor time required for review, ordering, manufacturing, fabrication, and delivery when establishing submission dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
- 1. Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - 2. Format: Arrange the following information in a tabular format:
    - a. Specification Section number and title.
    - b. A/E Number.
    - c. Architect will furnish Contractor with unique "A/E Number" designation for each required submittal.
    - d. Submittal category: Action; informational.
    - e. Submittal type: Product Data, Shop Drawings, Samples, etc.
    - f. Description of the Work covered.
    - g. Scheduled date for first submittal.

#### 1.5 COLOR SCHEDULE

- A. Color Schedule: Within 30 days after date of Notice of Award, submit a complete list of proposed manufacturers and complete product designations (i.e. model, grade, series, product line, etc.) for each item requiring color selection by Architect.

1.6 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Where indicated, submit all submittal items required for each Specification Section concurrently.
  3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow sufficient time for submittal review, including time for resubmittals. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Include a cover sheet on each submittal item for identification. Do not combine different submittals under same cover sheet; only one submittal is to be provided per email.
    - a. Cover Sheet: Use PDF version of sample form included in Project Manual. Complete each item on form, sign and date. Architect will furnish PDF version of sample form.
  2. Name submittal file as directed by Architect.
  3. Transmit each submittal via email using subject line as directed by Architect.
  4. Send submittal to designated Project-specific email address:
    - a. Use the following email address: TAE.<Project name>@tetrattech.com
- D. Resubmittals: Make resubmittals in same form and, for non-electronic submittals, in the same number of copies as initial submittal.
1. Note date and content of revision in label or title block and clearly indicate extent of revision.
  2. Resubmit submittals until they are marked with approval notation from Architect.
  3. Refer to Supplementary Conditions for provisions allowing Owner to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of certain resubmittals.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.

- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES, GENERAL

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

### 2.2 ELECTRONIC SUBMITTAL PROCEDURES

- A. Use the designated email system for submittals in this Article.
1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. Mark submittal to show which products and options are applicable.
  2. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Statement of compliance with specified referenced standards.
    - c. Testing by recognized testing agency.
  3. For equipment, include the following in addition to the above, as applicable:
    - a. Printed performance curves.
    - b. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of dimensions established by field measurement.
    - e. Relationship and attachment to adjoining construction clearly indicated.

- f. Seal and signature of professional engineer if specified.
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- E. Certificates:
1. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
  2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
  3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  4. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
  5. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- F. Test Reports:
1. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
  2. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
  3. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
  4. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
  5. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- G. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- H. Warranty: Submit sample warranties as required in individual Specification Sections.
- I. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations.

Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- J. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- K. Delegated-Design Services Certification: Submit certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
  - 2. In addition, for a project in New Jersey, provide three paper copies of certificate, signed and sealed (with raised seal) by the responsible design professional.

### 2.3 NON-ELECTRONIC SUBMITTAL PROCEDURES

- A. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  - 1. Transmit Samples that contain multiple related components such as accessories together in one submittal package.
  - 2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit three full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one submittal with options selected.
  - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing

color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Architect will return one set.

- 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

B. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Submit subcontract list in the following format:

a. Number of Copies: Four paper copies of subcontractor list, unless otherwise indicated. Architect will return one copy.

C. Key Personnel Names: No later than 15 days after date of Notice of Award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site.

1. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including emergency, office, and cellular telephone numbers and email addresses.

a. Number of Copies: Four paper copies of key personnel list, unless otherwise indicated.

D. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

E. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

## 2.4 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.



## PART 3 - EXECUTION

## 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Identify any deviations from Contract Document requirements. Mark cover sheet with approval before submitting to Architect.
1. Sign and date statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

## 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will mark submittal appropriately to indicate action, as follows:
1. Final Unrestricted Release: Where the submittal is marked "Approved," the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
  2. Final-but-Restricted Release: Where the submittal is marked "Approved as Noted," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
  3. Resubmit: Where the submittal is marked "Approved, Revise and Return Corrected Copies," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Revise submittal according to Architect's notations and corrections and return corrected copies. Final acceptance will depend on that compliance.
  4. Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.
  5. Incomplete - Resubmit: Where the submittal is marked "Incomplete, Submit Additional Information," do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance with requirements, and resubmit.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

- E. Limit information submitted to specific products indicated. Do not submit extraneous matter. Submittals containing excessive extraneous matter will be returned for resubmittal without review.
- F. Submittals not required by the Contract Documents may be returned by the Architect without action.

Attachment[s]: Submittal Cover Sheet  
Delegated Design Submittal Form

END OF SECTION

NOT FOR BIDDING PURPOSES

CONTRACTOR: \_\_\_\_\_

SUBMITTAL DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

Check following as applicable:

- ☐ First Submission  
☐ Re-submission

ARCHITECT: Tetra Tech Architects &amp; Engineers

**PROJECT IDENTIFICATION**Architect's  
Project No.: 200-16101-17002

Proj. Name: CSD – Leach School ADA Toilet &amp; HVAC Impro.

Location: \_\_\_\_\_

**PRODUCT IDENTIFICATION**

Specification Section No. \_\_\_\_\_

A/E Submittal No. \_\_\_\_\_

Name of Product: \_\_\_\_\_

Name of Manufacturer: \_\_\_\_\_

**SUBCONTRACTOR****SUPPLIER****RELATIONSHIP TO STRUCTURE**Building  
Name \_\_\_\_\_

(Room #) \_\_\_\_\_ (Room Name) \_\_\_\_\_

Contract Drawing No.: \_\_\_\_\_

**DEVIATION FROM CONTRACT DOCUMENTS:** \_\_\_\_\_**CONTRACTOR COMMENTS:** \_\_\_\_\_**ARCHITECT'S COMMENTS:** \_\_\_\_\_**CONTRACTOR'S STAMP**

RESERVED FOR USE BY TETRA TECH

**ACTION SUBMITTAL:**

- ☐ Approved  
☐ Approved As Noted  
☐ Approved, Revise and Return  
 Corrected Copies  
☐ Rejected  
☐ Incomplete, Submit Additional Information

**INFORMATIONAL SUBMITTAL:**

- ☐ No Action Taken  
☐ Returned for Resubmittal

Reviewed By: \_\_\_\_\_

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

Reviewed only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review 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. Review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures.

**CONTRACTOR'S CERTIFICATION**

I CERTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED AND APPROVED BY THE CONTRACTOR IN ACCORDANCE WITH THE GENERAL CONDITIONS.

BY \_\_\_\_\_

**CONSTRUCTION MANAGER'S CERTIFICATION**

I CERTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED AND APPROVED BY THE CONSTRUCTION MANAGER IN ACCORDANCE WITH THE GENERAL CONDITIONS.

BY \_\_\_\_\_

CM Submittal No. \_\_\_\_\_

**Use and Indemnification Agreement - INSTRUCTIONS**

**USE AND INDEMNIFICATION AGREEMENT**

Please be aware that Tetra Tech charges contractor(s) for electronic files (this applies to files in AutoCAD (or similar) format).

*PDF's, which are simply an electronic scan of the drawings, do not require the use of the indemnification form; however we charge \$50 per PDF to cover our expenses. Tetra Tech must receive the contractor's check prior to sending PDF's.*

For AutoCAD type files, the cost is \$100 per electronic drawing, regardless of the number of drawings they are requesting. The Use and Indemnification Agreement is to be signed by the Prime Contractor. Should a subcontractor, such as a steel fabricator, ductwork detailer, desire electronic files, they would need to pursue this request through their Prime Contractor who has the contract with the Client.

**Due to the inherent value to the company of our typical details and our other standards, we limit the drawings types that we will release via this indemnification form to plan type drawings. Typical detail sheets are not to be released in the form of an electronic AutoCAD drawing file.**

**In addition, our internal individual Base Plans should not be released; we limit what the contractor can purchase to the actual individual contract drawings.**

**Our fee for the cost of electronic AutoCAD files or "pdf" is not to be waived, without the approval of the Project Manager and the Regional Manager or Operations Manager.**

After the Prime Contractor has determined the number of drawings that they will need, fill out the following two pages. The second page of the form, marked Use and Indemnification Agreement – Business Office, needs to be sent to the Business Office with the Contractor check made out to Tetra Tech. We will not release electronic files until we receive this form and the check.



240 Continental Drive, Suite 200  
Newark, Delaware 19713  
Tel. (302) 738-7551  
Fax (302) 454-5980

## Use and Indemnification Agreement

Re: LEACH SCHOOL – ADA TOILET & HVAC IMPROVEMENTS

Tt Project No. 200-16101-17002

*Whereas*, \_\_\_\_\_ (hereinafter the “Contractor”), acknowledges that it has requested certain electronic files and/or media of the Drawings and/or Specifications for the above-referenced Project which are the property of Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers (hereinafter “Tetra Tech”).

*Whereas*, Contractor further acknowledges all requests for electronic files require a pre-payment of \$100/file (Each individual drawing in the set of Contract Documents represents 1 file), regardless of the number of files requested, prior to receiving said files from Tetra Tech.

*Now, therefore*, Contractor hereby warrants and covenants that it will abide by the following provisions:

### A. Indemnification

1. In consideration of permission to use electronic files or media, including but not limited to electronic files of drawings created by use of computer, for the Work of this Project only, and which the Contractor has requested from Tetra Tech, the Contractor, to the fullest extent permitted by law, hereby agrees to indemnify and hold harmless Tetra Tech, its agents, employees, officers, directors and consultants from and against any and all claims, damages, losses and expenses, including any attorneys' fees, arising out of, resulting from or in connection with any and all use of said electronic materials, but only if such claim, damage, loss or expense is caused in whole or in part by the Contractor, its employees, agents, officers, directors, or any other party directly or indirectly employed by any of them or any party for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. Such obligation shall not be construed to reduce or negate any other right or obligation of indemnification that would otherwise exist as to any party hereto. This indemnification shall not apply to the liability of the indemnitee arising out of its own negligence. This indemnification shall not be limited in any way because of any limitation on damages, compensation or benefits under any statute, law or governmental requirement of any sort.
2. The following shall be included within the definition of "expenses" herein: (a) any time expended by the indemnified party of its employees, agents, officers and directors at their usual and customary billing rates, as well as all out-of-pocket expenses such as long-distance telephone calls, costs of reproduction, expenses of travel and lodging; (b) all costs and expenses of experts, consultants, engineers, and any other party retained by the indemnified party reasonably required to defend the claim; (c) all costs, including reasonable attorneys' fees, incurred in bringing any action to enforce the provisions of this indemnification. The following shall be included within the definition of "action" herein: any case brought in any state or federal court, any arbitration, any mediation, and any similar forum for resolution of any dispute herein, and shall also include any counterclaim or third-party action in any such forum.

### B. Use and Compatibility

1. Tetra Tech' instruments of service are furnished without guarantee of compatibility with the Contractor's software or hardware, and Tetra Tech' sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to Contractor.
2. Because data stored on electronic media can deteriorate undetected or be modified without Tetra Tech' knowledge, the Contractor agrees that Tetra Tech will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic files. Tetra Tech does confirm the accuracy of the final sealed hard copy drawings, previously submitted pursuant to the Prime Agreement for this Project.
3. The electronic files are submitted to the Contractor for a thirty (30) day acceptance period. During this period, the Contractor may review and examine these files, and any errors detected during this time will be corrected by Tetra Tech. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at Tetra Tech's standard cost plus terms and conditions.
4. Tetra Tech retains ownership of the printed hard copy Drawings and Specifications and the electronic media. The Contractor is granted a license for their use, but only in the operation and maintenance of the Project. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of Tetra Tech, shall be without liability to Tetra Tech and Tetra Tech's consultants.

### **IN WITNESS WHEREOF:**

Contractor: \_\_\_\_\_  
Signed name: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

If transmission is not received as noted, kindly notify us at once.



240 Continental Drive, Suite 200  
Newark, Delaware 19713  
Tel. (302) 738-7551  
Fax (302) 454-5980

**Use and Indemnification Agreement** – Business Office

.....  
**Electronic Drawing Files**

Prime Contractor Name

Prime Contractor Address

Contact to Receive Invoices

Project Name LEACH SCHOOL – ADA TOILET & HVAC IMPROVEMENTS

Project Number 200-16101-17002

Number of Drawing Files (Each individual drawing in the set of Contract Documents represents 1 file)

List each Drawing # Requested

Contractor Signature \_\_\_\_\_

NOT FOR BIDDING PURPOSES

If transmission is not received as noted, kindly notify us at once.



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**SECTION 01 40 00**

**QUALITY REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit the Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for the Contractor to provide quality-control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
  - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Divisions 02 through 49 Sections for specific test and inspection requirements.

**1.3 DEFINITIONS**

- A. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by the Architect.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation including installation, erection, application, and similar operations.
- F. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Test and Inspection Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Ambient conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.

- C. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

#### 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- F. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 329, and that specializes in types of tests and inspections to be performed.

- H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.

1. Contractor responsibilities include the following:
  - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
  - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - c. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to the Architect with copy to the Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

#### 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as the Owner's responsibility, the Owner will engage a qualified testing agency to perform these services.
1. The Owner will furnish the Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made by the Owner.
  3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
1. Where services are indicated as the Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  2. Notify testing agencies at least seven (7) days in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as the Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by the Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were the Contractor's responsibility, provide quality-control services, including retesting and re-

inspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

- E. Testing Agency Responsibilities: Cooperate with the Architect and the Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through the Contractor.
4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
5. Do not perform any duties of the Contractor.

- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field-curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.



2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection

- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

**SECTION 01 42 00**

**REFERENCES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

**1.3 INDUSTRY STANDARDS**

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviation and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	(800) 872-2253   (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office <a href="http://www.gpoaccess.gov/cfr/index.html">www.gpoaccess.gov/cfr/index.html</a>	(888) 293-6498 (202) 512-1530
CRD	Handbook for Concrete and Cement Available from Army Corps of Engineers Waterways Experiment Station <a href="http://www.wes.army.mil">www.wes.army.mil</a>	(601) 634-2355
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point <a href="http://www.dodssp.daps.mil">www.dodssp.daps.mil</a>	(215) 697-6257
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point <a href="http://www.dodssp.daps.mil">www.dodssp.daps.mil</a>  Available from General Services Administration <a href="http://www.fss.gsa.gov">www.fss.gsa.gov</a>  Available from National Institute of Building Sciences <a href="http://www.nibs.org">www.nibs.org</a>	(215) 697-6257   (202) 501-1021  (202) 289-7800
FTMS	Federal Test Method Standard	

(See FS)

ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-0257
NES	(Formerly: National Evaluation Service) (See ICC-ES)	
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	ACI International	(248) 848-3700

	(American Concrete Institute) www.aci-int.org	
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2559
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America www.alca.org	(800) 395-2522 (703) 736-9666
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts www.aosaseed.com	(505) 522-1437
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600

APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (212) 591-7722
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(334) 874-9800
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122



BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
	Cast Stone Institute www.caststone.org	(770) 972-3011
CCC	Carpet Cushion Council www.carpetcushion.org	(203) 637-1312
CDA	Copper Development Association Inc. www.copper.org	(800) 232-3282 (212) 251-7200
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association www.cbimdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(800) 463-6727 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)	(281) 583-4087

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	<a href="http://www.cti.org">www.cti.org</a>	
DHI	Door and Hardware Institute <a href="http://www.dhi.org">www.dhi.org</a>	(703) 222-2010
EIA	Electronic Industries Alliance <a href="http://www.eia.org">www.eia.org</a>	(703) 907-7500
EIMA	EIFS Industry Members Association <a href="http://www.eima.com">www.eima.com</a>	(800) 294-7462 (770) 968-7545
EJCDC	Engineers Joint Contract Documents Committee <a href="http://www.asce.org">www.asce.org</a>	(800) 548-2723 (703) 295-6300
EJMA	Expansion Joint Manufacturers Association, Inc. <a href="http://www.ejma.org">www.ejma.org</a>	(914) 332-0040
FCI	Fluid Controls Institute <a href="http://www.fluidcontrolsinstitute.org">www.fluidcontrolsinstitute.org</a>	(216) 241-7333
FM	Factory Mutual System (Now FMG)	
FMG	FM Global (Formerly: FM - Factory Mutual System) <a href="http://www.fmglobal.com">www.fmglobal.com</a>	(401) 275-3000
FSA	Fluid Sealing Association <a href="http://www.fluidsealing.com">www.fluidsealing.com</a>	(610) 971-4850
FSC	Forest Stewardship Council <a href="http://www.fsc.org">www.fsc.org</a>	52 951 5146905
GA	Gypsum Association <a href="http://www.gypsum.org">www.gypsum.org</a>	(202) 289-5440
GANA	Glass Association of North America <a href="http://www.glasswebsite.com">www.glasswebsite.com</a>	(785) 271-0208
GS	Green Seal <a href="http://www.greenseal.org">www.greenseal.org</a>	(202) 872-6400
GS	Geosynthetic Institute <a href="http://www.geosynthetic-institute.org">www.geosynthetic-institute.org</a>	(610) 522-8440
HI	Hydraulic Institute <a href="http://www.pumps.org">www.pumps.org</a>	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute <a href="http://www.gamanet.org">www.gamanet.org</a>	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	

HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(702) 567-8150
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (847) 577-7200

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MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association (The) www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association	(202) 775-3550

	www.ncta.com	
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3116
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Oak Flooring Manufacturers Association www.nofma.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788

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NTMA	National Terrazzo & Mosaic Association, Inc. www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. www.opl.com	(800) 966-5453 (210) 635-8100
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	(800) 644-2400 (312) 670-2400
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.cedredwood.org	(888) 225-7339 (415) 382-0662
SAE	SAE International www.sae.org	(724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 462-1930
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SEI	Structural Engineering Institute www.seinstitute.com	(800) 548-2723 (703) 295-6195



SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(847) 626-1225
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPI/SPFD	Society of the Plastics Industry, Inc. (The) Spray Polyurethane Foam Division (Now SPFA)	
SPRI	SPRI (Single Ply Roofing Institute) www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974

TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(608) 833-5900
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute) www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(800) 285-4476 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (Now WCSC)	
WCCC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 661-4261
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943

WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9597
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 548-9112
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-8930

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA	BOCA International, Inc. (See ICC)	
CABO	Council of American Building Officials (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council (Formerly CABO - Council of American Building Officials) www.iccsafe.org	(703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
NEES	National Evaluation Service (See ICC-ES)	
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

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CE	Army Corps of Engineers <a href="http://www.usace.army.mil">www.usace.army.mil</a>	
CPSC	Consumer Product Safety Commission <a href="http://www.cpsc.gov">www.cpsc.gov</a>	(800) 638-2772 (301) 504-6816
DOC	Department of Commerce <a href="http://www.commerce.gov">www.commerce.gov</a>	(202) 482-2000
DOD	Department of Defense <a href="http://www.dodssp.daps.mil">www.dodssp.daps.mil</a>	(215) 697-6257
DOE	Department of Energy <a href="http://www.eren.doe.gov">www.eren.doe.gov</a>	(202) 586-9220
EPA	Environmental Protection Agency <a href="http://www.epa.gov">www.epa.gov</a>	(202) 272-0167
FAA	Federal Aviation Administration <a href="http://www.faa.gov">www.faa.gov</a>	(202) 366-4000
FCC	Federal Communications Commission <a href="http://www.fcc.gov">www.fcc.gov</a>	(888) 225-5322
FDA	Food and Drug Administration <a href="http://www.fda.gov">www.fda.gov</a>	(888) 463-6332
GSA	General Services Administration <a href="http://www.gsa.gov">www.gsa.gov</a>	(800) 488-3111 (202) 501-1888
HUD	Department of Housing and Urban Development <a href="http://www.hud.gov">www.hud.gov</a>	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory <a href="http://www.lbl.gov">www.lbl.gov</a>	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology <a href="http://www.nist.gov">www.nist.gov</a>	(301) 975-6478
OSHA	Occupational Safety & Health Administration <a href="http://www.osha.gov">www.osha.gov</a>	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	
PHS	Office of Public Health and Science <a href="http://phs.os.dhhs.gov">http://phs.os.dhhs.gov</a>	(202) 690-7694
RUS	Rural Utilities Service	(202) 720-9540

(See USDA)

SD	State Department <a href="http://www.state.gov">www.state.gov</a>	(202) 647-4000
TRB	Transportation Research Board <a href="http://www.nas.edu/trb">www.nas.edu/trb</a>	(202) 334-9854
USDA	Department of Agriculture <a href="http://www.usda.gov">www.usda.gov</a>	(202) 725-2791
USPS	Postal Service <a href="http://www.usps.com">www.usps.com</a>	(202) 268-2000

- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

OMB/DFM	Office of Management and Budget, Department of Facilities Management, Thomas Collins Building, 140 DuPont Highway, Suite 1, Dover, DE 19901 <a href="http://www.dfm.delaware.gov">www.dfm.delaware.gov</a>	(302) 739-5644
TFS	Texas Forest Service Forest Products Laboratory <a href="http://txforestservicetamu.edu">http://txforestservicetamu.edu</a>	(936) 639-8180

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

- B. Temporary utilities include, but are not limited to, the following:

1. Sewers and drainage.
2. Water service and distribution.
3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
4. Heating and cooling facilities.
5. Ventilation.
6. Electric power service.
7. Lighting.
8. Telephone service.

- C. Support facilities include, but are not limited to, the following:

1. Temporary roads and paving.
2. Dewatering facilities and drains.
3. Project identification and temporary signs.
4. Waste disposal facilities.
5. Field offices.
6. Storage and fabrication sheds.
7. Lifts and hoists.
8. Temporary elevator usage.
9. Temporary stairs.
10. Construction aids and miscellaneous services and facilities.

- D. Security and protection facilities include, but are not limited to, the following:

1. Environmental protection.
2. Storm water control.
3. Tree and plant protection.
4. Pest control.
5. Site enclosure fence.
6. Security enclosure and lockup.
7. Barricades, warning signs, and lights.
8. Covered walkways.
9. Temporary enclosures.
10. Temporary partitions.



11. Fire protection.

E. Related Sections include the following:

1. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.

1.3 USE CHARGES

- A. Temporary water and electric will be provided by the Owner.

1.4 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
  2. Electric Service: Comply with NECA, NEMA, and ILL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before the Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
1. Keep temporary services and facilities clean and neat.
  2. Relocate temporary services and facilities as required by progress of the Work.
  3. Locations for staging areas and parking areas for construction personnel shall be as directed by Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by the Architect. Provide materials suitable for use intended.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.

- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Heating Equipment: Unless the Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- E. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- F. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 250-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
  - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Use of the Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  - 1. Provide rubber hoses as necessary to serve the Project site.
  - 2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

- B. **Sanitary Facilities:** Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. **Disposable Supplies:** Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  2. **Toilets:** Use of the Owner's existing toilet facilities will not be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. **Heating and Cooling:** Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
1. Maintain a minimum temperature of 50 deg F (10 deg C) in permanently enclosed portions of building for normal construction activities, and 65 deg F (19.3 deg C) for finishing activities and areas where finished Work has been installed.
- D. **Electric Power Service:** Use of the Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to the Owner.
- E. **Electric Distribution:** Provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- F. **Telephone Service:**
1. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.
  2. Install a coin-operated telephone station at a convenient grade-level location for convenience of personnel.
- G. **Waste Disposal Facilities:** Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.

#### OPERATION, TERMINATION, AND REMOVAL

- A. **Termination and Removal:** Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of the Contractor. The Owner reserves right to take possession of the Project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 01 Section "Closeout Procedures."

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**SECTION 01 73 00**

**EXECUTION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.
  - 4. Coordination of Owner-installed products.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
  - 8. Correction of the Work.

**1.3 SUBMITTALS**

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

**1.4 QUALITY ASSURANCE**

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 EXAMINATION**



- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
- Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  - Furnish location data for work related to Project that must be performed by public utilities serving Project site.
  - Employ professional land surveyor or utility mapping service to locate existing utilities including primary electrical service.
- C. Acceptance of Conditions: Examine substrates, areas and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
- Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - Description of the Work.
    - List of detrimental conditions, including substrates.
    - List of unacceptable installation tolerances.
    - Recommended corrections.
  - Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with a error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

### 3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

### 3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

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**SECTION 01 73 29**

**CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Division 02 Section "Selective Structure Demolition" for demolition of selected portions of the building.
  - 2. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
  - 3. Division 07 Section "Penetration Firestopping" for patching fire-rated construction.

**1.3 DEFINITIONS**

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

**1.4 SUBMITTALS**

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

#### 1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
  1. Primary operational systems and equipment.
  2. Air or smoke barriers.
  3. Fire-suppression systems.
  4. Mechanical systems piping and ducts.
  5. Control systems.
  6. Communication systems.
  7. Electrical wiring systems.
  8. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
  1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.
  3. Exterior curtain-wall construction.
  4. Equipment supports.
  5. Piping, ductwork, vessels, and equipment.
  6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

#### 1.6 WARRANTY

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

## PART 2 - PRODUCTS

### 2.1 MATERIALS

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

## PART 3 - EXECUTION

### 3.1 EXAMINATION

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

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, nearly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

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## SECTION 01 74 00

### WARRANTIES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Submittal Procedures" specifies procedures for submitting warranties.
  - 2. Division 01 Section "Closeout Procedures" specifies contract closeout procedures.
  - 3. Divisions 02 through 12 Sections for specific requirements for warranties on products and installations specified to be warranted.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the product. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

##### 1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

#### 1.4 WARRANTY REQUIREMENTS

- A. **Related Damages and Losses:** When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. **Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. **Replacement Cost:** Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.
- D. **Owner's Recourse:** Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. **Rejection of Warranties:** The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

#### 1.5 SUBMITTALS

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

- C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
  - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
  - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
  - 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary for inclusion in each required manual.

#### 1.6 Roof System Warranty

- A. Modified Bitumen Roof System: After review and acceptance of the Notice of Award and the submission of all required documents to the manufacturer for the roof system application by a registered applicator, a satisfactorily complete Final Inspection performed by the Owner or Owner's representative, inspection and acceptance of the roof by the manufacturer, and payment of all invoices and the discharge of all other financial obligations occasioned by or arising out of the course of this work according to the Contract, submit to the Owner the roof system manufacturer's non-deductible Twenty (20) Year Total Roof System Warranty with a no-dollar limit (NDL) for the installation covering Materials inclusive of the roofing membrane, base flashing, base sheets, insulation and insulation fasteners and Workmanship described in the following specifications.

#### PART 2 - PRODUCTS (Not Applicable)

#### PART 3 - EXECUTION

##### 3.1 LIST OF WARRANTIES

- A. Schedule: Provide warranties on products and installations as specified in the following Sections:
  - 1. Workmanship Guarantee: Section 017400 – Warranties.
  - 2. Modified Bitumen Membrane (MBM) Roofing: Manufacturer's re-certification of original warrantee.
  - 3. All mechanical and electrical equipment divisions 22, 23, 26 and 27.

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**SECTION 01 77 00**

**CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Project Record Documents.
3. Project Record Photographs
4. Operation and maintenance manuals.
5. Warranties.
6. Instruction of the Owner's personnel.
7. Final cleaning.

**1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise the Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certification, and similar documents.
4. Obtain and submit releases permitting the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by the Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise the Owner of changeover in heat and other utilities.



12. Submit changeover information related to the Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, the Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion after inspection or will notify the Contractor of items, either on the Contractor's list or additional items identified by the Architect that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of the Architect's Substantial Completion inspection list of items to be completed or corrected (punch list) endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final continuing insurance coverage complying with insurance requirements.
4. Instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect will prepare a final Certificate for Payment after inspection or will notify the Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by the Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
  - a. Project name.
  - b. Date.
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Page number.

#### 1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for the Architect's reference during normal working hours.
- B. Record Drawings:
  1. Maintain and submit two sets of blue- or black-line white prints of Contract Drawings and Shop Drawings and submit digital scanned copies of all the Record Drawings; format to be .JPG or .TIF.
  2. The Contractor shall be responsible for updating the bid documents (CADD drawings and specifications) with the as-built changes. All changes shall be clouded and tagged as "as-built" revisions. The drawings shall also have a new "as-built" date.
  3. Deliverables: One review set of both print and two final sets, (one in bond and one in set on CD-ROM in portable document format - pdf).
  4. Drawings that replace the original bid drawings shall be cross referenced to the original bid drawing files.
  5. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  6. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  7. Mark important additional information that was either shown schematically or omitted from original Drawings.
  8. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  9. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- D. Record Photographs
1. Digital Images: Submit a complete set of digital image electronic files as a Project Record Document on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor uncropped.
  2. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.
  3. Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
    - a. Date and Time: Include date and time in filename for each image.
    - b. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect
- E. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
- F. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## 17 OPERATION AND MAINTENANCE MANUALS

- A. Assemble three complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

1. Operation Data:
  - a. Emergency instructions and procedures.
  - b. System, subsystem, and equipment descriptions, including operating standards.

- c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
    - d. Description of controls and sequence of operations.
    - e. Piping diagrams.
  - 2. Maintenance Data:
    - a. Manufacturer's information, including list of spare parts.
    - b. Name, address, and telephone number of Installer or supplier.
    - c. Maintenance procedures.
    - d. Maintenance and service schedules for preventive and routine maintenance.
    - e. Maintenance record forms.
    - f. Sources of spare parts and maintenance materials.
    - g. Copies of maintenance service agreements.
    - h. Copies of warranties and bonds.
  - B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.
- 1.8 WARRANTIES
- A. Submittal Time: Submit written warranties on request of the Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
  - B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by the Owner during construction period by separate agreement with the Contractor.
  - C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
    - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115 by 280-mm) paper.
    - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
    - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of the Contractor.
  - D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### PART 3 - EXECUTION

#### 3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct the Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
1. Provide instructors experienced in operation and maintenance procedures.
  2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  3. Schedule training with the Owner, through the Architect with at least seven days' advance notice.
  4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
1. System design and operational philosophy.
  2. Review of documentation.
  3. Operations.
  4. Adjustments.
  5. Troubleshooting.
  6. Maintenance.
  7. Repair.

#### 3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Remove snow and ice to provide safe access to building.
- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Replace parts subject to unusual operating conditions.
- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- q. Clean ducts, blowers, and coils if units were operated without filters during construction.
- r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- s. Leave Project clean and ready for occupancy.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION



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# Statement of Special Inspections

Project: Leach School HVAC Improvements

Location: 10 Landers Lane, New Castle, DE 19720

Owner: Colonial School District

Design Professional in Responsible Charge:

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

☒ Structural ☐ Mechanical/Electrical/Plumbing  
☐ Architectural ☐ Other: \_\_\_\_\_

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency:

or ☒ per attached schedule.

Prepared by:

Andrew T. Coats, PE

(type or print name)

Andrew T. Coats  
Signature

10/4/17

Date



Design Professional Seal

Owner's Authorization:

Building Official's Acceptance:

Signature

Date

Signature

Date

# Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- |  |  |
|--|--|
| <input type="checkbox"/> Soils and Foundations       | <input type="checkbox"/> Spray Fire Resistant Material         |
| <input type="checkbox"/> Cast-in-Place Concrete      | <input type="checkbox"/> Wood Construction                     |
| <input type="checkbox"/> Precast Concrete            | <input type="checkbox"/> Exterior Insulation and Finish System |
| <input type="checkbox"/> Masonry                     | <input type="checkbox"/> Mechanical & Electrical Systems       |
| <input checked="" type="checkbox"/> Structural Steel | <input type="checkbox"/> Architectural Systems                 |
| <input type="checkbox"/> Cold-Formed Steel Framing   | <input type="checkbox"/> Special Cases                         |

Special Inspection Agencies	Firm	Address, Telephone e-mail
1. Special Inspection Coordinator		
2. Inspector		
3. Inspector		
4. Testing Agency		
5. Testing Agency		
6. Other		

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

## SCHEDULE OF SPECIAL INSPECTIONS

P – Perform these Special Inspections tasks for each welded joint or member. (AISC 360 & AISC 341)

O – Observe these Special Inspections items on a random daily basis. Operations need not be delayed pending these inspections. (AISC 360 & AISC 341)

D – Document, with a report, that the work has been performed in accordance with the contract documents. (AISC 341)

C – Continuous Special Inspections is the constant monitoring of specific tasks by a special inspector. These inspections must be carried out continuously over the duration of the particular tasks. (IBC)

P – Periodic Special Inspections is Special Inspections by the special inspector who is intermittently present where the work to be inspected has been or is being performed. (IBC)

### STRUCTURAL STEEL

PRIOR TO WELDING (Table N5.4-1, AISC 360-10 & TABLE J6-1, AISC 341-10)				
Required	Task	Perform	Observe	Description
<input checked="" type="checkbox"/>	1. Verify welding procedures (WPS) and consumable certificates	P	-	
<input checked="" type="checkbox"/>	2. Material identification (Type/Grade)	-	O	
<input checked="" type="checkbox"/>	3. Welder identification system	-	O	A system shall be maintained by which a welder who has welded a joint or member can be identified. Stamps, if used, shall be the low-stress dye type.
<input checked="" type="checkbox"/>	4. Fit-up groove welds (including joint geometry)	-	O	<ul style="list-style-type: none"> <li>Joint preparation</li> <li>Dimensions (alignment, root opening, root face, bevel)</li> <li>Cleanliness (condition of steel surfaces)</li> <li>Tacking (tack weld quality and location)</li> <li>Backing type and fit (if applicable)</li> </ul>
<input checked="" type="checkbox"/>	5. Configuration and finish of access holes	-	O	
<input checked="" type="checkbox"/>	6. Fit-up of fillet welds	-	O	<ul style="list-style-type: none"> <li>Dimensions (alignment, gaps at root)</li> <li>Cleanliness (condition of steel surfaces)</li> <li>Tacking (tack weld quality and location)</li> </ul>

**STRUCTURAL STEEL**

<b>DURING WELDING (Table N5.4-2, AISC 360-10 &amp; TABLE J6-2, AISC 341-10)</b>				
Required	Task	Perform	Observe	Description
<input checked="" type="checkbox"/>	1. Use of qualified welders	-	0	
<input checked="" type="checkbox"/>	2. Control and handling of welding consumables	-	0	<ul style="list-style-type: none"> <li>• Packaging</li> <li>• Exposure control.</li> </ul>
<input checked="" type="checkbox"/>	3. No welding over cracked tack welds	-	0	
<input checked="" type="checkbox"/>	4. Environmental conditions	-	0	<ul style="list-style-type: none"> <li>• Wind speed within limits</li> <li>• Precipitation and temperature</li> </ul>
<input checked="" type="checkbox"/>	5. WPS followed	-	0	<ul style="list-style-type: none"> <li>• Settings on welding equipment</li> <li>• Travel speed</li> <li>• Selected welding materials</li> <li>• Shielding gas type/flow rate</li> <li>• Preheat applied</li> <li>• Interpass temperature maintained (min./max.)</li> <li>• Proper position (F, V, H, OH)</li> <li>• Intermix of filler metals avoided unless approved</li> </ul>
<input checked="" type="checkbox"/>	6. Welding techniques		0	<ul style="list-style-type: none"> <li>• Interpass and final cleaning</li> <li>• Each pass within profile limitations</li> <li>• Each pass meets quality requirements</li> </ul>

## STRUCTURAL STEEL

AFTER WELDING (TABLE N5.4-3, AISC 360-10 & TABLE J6-3, AISC 341-10):				
Required	Task	Perform	Observe	Description
<input checked="" type="checkbox"/>	1. Welds cleaned	-	O	
<input checked="" type="checkbox"/>	2. Size, length, and location of welds	P	-	
<input checked="" type="checkbox"/>	3. Welds meet visual acceptance criteria	P	-	<ul style="list-style-type: none"> <li>• Crack prohibition</li> <li>• Weld/base-metal fusion</li> <li>• Crater cross section</li> <li>• Weld profiles</li> <li>• Weld size</li> <li>• Undercut</li> <li>• Porosity</li> </ul>
<input checked="" type="checkbox"/>	4. Arc strikes	P	-	
<input checked="" type="checkbox"/>	5. k-area	P	-	When welding of doubler plates, continuity plates or stiffeners has been performed in the k-area, visually inspect the web k-area for cracks within 3 in. of the weld.
<input checked="" type="checkbox"/>	6. Backing removed and weld tabs removed (if required)	P	-	
<input checked="" type="checkbox"/>	7. Backing removed, weld tabs removed and finished, and fillet welds added (if required)	P/D	-	
<input checked="" type="checkbox"/>	8. Placement of reinforcing or contouring fillet welds (if required)	P/D	-	
<input checked="" type="checkbox"/>	9. Repair activities	P	-	
<input checked="" type="checkbox"/>	10. Document acceptance or rejection of welded joint/member	P	-	



**STRUCTURAL STEEL**

NONDESTRUCTIVE TESTING (SECTION N5.5, AISC 360-10 & SECTION J6.2, AISC 341-10):				
Required	Task	Perform	Observe	Description
<input type="checkbox"/>	1. CJP welds (Risk Cat. II)	-	O	Ultrasonic testing shall be performed on 10% of CJP groove welds in butt, T- and corner joints subject to transversely applied tension loading in materials 5/16-inch thick or greater. Testing rate must be increased if > 5% of welds tested have unacceptable defects.
<input checked="" type="checkbox"/>	2. CJP welds (Risk Cat. III, IV or V)	-	O	Ultrasonic testing shall be performed on all CJP groove welds in butt, T- and corner joints subject to transversely applied tension loading in materials 5/16-inch thick or greater.
<input type="checkbox"/>	3. CJP welds	-	O	Ultrasonic testing shall be performed on 100% of CJP groove welds in materials 5/16-inch or greater. Magnetic particle testing shall be performed on 25% of all beam-to-column CJP groove welds.
<input type="checkbox"/>	4. Access holes (flange > 2")	-	O	Thermally cut surfaces of access holes shall be MT or PT when the flange thickness exceeds 2 in. for rolled shapes, or when the web thickness exceeds 2 in. for built-up shapes. Any cracks shall be deemed unacceptable regardless of size or location.
<input type="checkbox"/>	5. Welded joints subject to fatigue	-	O	Radiographic or Ultrasonically inspect welded joints identified on the contract documents to be subject to fatigue per sections 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, and 6.3 of Table A-3.1, AISC 360-10.

## STRUCTURAL STEEL

NONDESTRUCTIVE TESTING (SECTION N5.5, AISC 360-10 & SECTION J6.2, AISC 341-10):				
Required	Task	Perform	Observe	Description
<input checked="" type="checkbox"/>	6. K-area NDT	P	-	Where welding of doubler plates, continuity plates or stiffeners has been performed in the k-area, the web shall be tested for cracks using magnetic particle testing (MT). The MT inspection area shall include the k-area base metal within 3-inches of the weld. The MT shall be performed no sooner than 48 hours following completion of the welding.
<input type="checkbox"/>	7. Base metal NDT for lamellar tearing and laminations	-	O	After joint completion, base metal thicker than 1 1/2 in. loaded in tension in the through-thickness direction in tee and corner joints, where the connected material is greater than 3/4 in. and contains CJP groove welds, shall be ultrasonically tested for discontinuities behind and adjacent to the fusion line of such welds.
<input type="checkbox"/>	8. Beam cope and access hole	-	O	At welded splices and connections, thermally cut surfaces of beam copes and access holes shall be tested using magnetic particle testing or penetrant testing, when the flange thickness exceeds 1 1/2 in. for rolled shapes, or when the web thickness exceeds 1 1/2 in. for built-up shapes.
<input type="checkbox"/>	9. Reduced beam section repair	-	O	Magnetic particle testing shall be performed on any weld and adjacent area of the reduced beam section (RBS) cut surface that has been repaired by welding, or on the base metal of the RBS cut surface if a sharp notch has been removed by grinding.
<input type="checkbox"/>	10. Weld tab removal sites	-	O	At the end of welds where weld tabs have been removed, magnetic particle testing shall be performed on the same beam-to-column joints receiving UT.

**STRUCTURAL STEEL**

<b>PRIOR TO BOLTING (TABLE N5.6-1, AISC 360-10 &amp; TABLE J7-1, AISC 341-10):</b>				
Required	Task	Perform	Observe	Description
<input checked="" type="checkbox"/>	1. Manufacture's certification available for fastener materials	P	-	
<input checked="" type="checkbox"/>	2. Fasteners marked in accordance with ASTM requirements	-	O	
<input checked="" type="checkbox"/>	3. Proper fasteners selected for joint detail (grade, type, bolt length if threads are to be excluded from shear plane)	-	O	
<input checked="" type="checkbox"/>	4. Proper bolting procedure selected for joint detail	-	O	
<input checked="" type="checkbox"/>	5. Connecting elements, including appropriate faying surface condition and hole preparation, if specified, meet applicable requirements	-	O	
<input checked="" type="checkbox"/>	6. Pre-installation verification testing by installation personnel observed and documented for fastener assemblies and methods used	-	O	
<input checked="" type="checkbox"/>	7. Proper storage provided for bolts, nuts, washers, and other fastener components	-	O	

## STRUCTURAL STEEL

DURING BOLTING (TABLE N5.6-2, AISC 360-10 & TABLE J7-2, AISC 341-10):				
Required	Task	Perform	Observe	Description
<input checked="" type="checkbox"/>	1. Fastener assemblies of suitable condition, placed in all holes and washers (if required) are positioned as required	-	O	
<input checked="" type="checkbox"/>	2. Joint brought to the snug-tight condition prior to pretensioning operations	-	O	
<input checked="" type="checkbox"/>	3. Fastener component not turned by the wrench prevented from rotating	-	O	
<input type="checkbox"/>	4. Fasteners are pretensioned in accordance with RCSC Specification, progressing systematically from the most rigid point toward the free edges	-	O	
AFTER BOLTING (TABLE N5.6-3, AISC 360-10 & TABLE J7-3, AISC 341-10):				
Required	Task	Perform	Observe	Description
<input checked="" type="checkbox"/>	Document acceptance or rejection of bolted connections	P	-	
OTHER STEEL INSPECTIONS (SECTION 5.7, AISC 360-10):				
Required	Task	Perform	Observe	Description
<input type="checkbox"/>	1. Anchor rods and other embedments supporting structural steel	P	-	Verify the diameter, grade, type, and length of the anchor rod or embedded item, and the extent or depth of embedment prior to placement of concrete.
<input type="checkbox"/>	2. Fabricated steel or erected steel frame	-	O	Verify compliance with the details shown on the construction documents, such as braces, stiffeners, member locations and proper application of joint details at each connection.

**STRUCTURAL STEEL**

<b>OTHER STEEL INSPECTIONS (Tables J8-1 &amp; J10-1, AISC 341-10):</b>				
Required	Task	Perform	Observe	Description
<input type="checkbox"/>	1. Reduced beam sections (RBS)	P/D	-	<ul style="list-style-type: none"> <li>• Contour and finish</li> <li>• Dimensional tolerances</li> </ul>
<input type="checkbox"/>	2. Protected zones	P/D	-	No holes or unapproved attachments made by fabricator or erector
<input type="checkbox"/>	3. H-piles	P/D	-	No holes or unapproved attachments made by the responsible contractor
<b>STEEL ELEMENTS OF COMPOSITE CONSTRUCTION PRIOR TO CONCRETE PLACEMENT (TABLE N6.1, AISC 360-10):</b>				
Required	Task	Perform	Observe	Description
<input type="checkbox"/>	1. Placement and installation of steel deck	P	-	
<input type="checkbox"/>	2. Placement and installation of steel headed stud anchors	P	-	
<input type="checkbox"/>	3. Document acceptance or rejection of steel elements	P	-	

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  1. Carefully salvage in a manner to prevent damage and promptly return to Owner.



## 1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site: **10 Landers Lane, New Castle, DE 19720.**

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

## 1.6 INFORMATIONAL SUBMITTALS

## A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.

## B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

## C. Predemolition Photographs or Video: Show existing conditions, including finish surfaces, which might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

1. Predemolition Photographs: Provide unaltered digital photographs to accurately record physical conditions prior to start of demolition. Identify date, time and location of each image in file name.
2. Predemolition Video: Provide video recordings to accurately record physical conditions prior to start of demolition. Describe scenes in video recording by audio narration identifying date, time and location.

## D. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

## E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 QUALITY ASSURANCE

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

1.9 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

1.10 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

## 1.11 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

## 3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

## 3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

- a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

### 3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01500 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area designated by Owner.
  5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at

perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings."

### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operation began.

END OF SECTION



SECTION 04 20 00

UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete masonry units.

1.2 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For reinforcing steel. Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.
- C. Samples for Verification: For each type and color of exposed masonry unit and colored mortar.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of product. For masonry units, include data on material properties, material test reports substantiating compliance with requirements.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
  1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content.
  2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

1.5 QUALITY ASSURANCE

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost

or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

## PART 2 - PRODUCTS

### 2.1 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work and will be within 20 feet vertically and horizontally of a walking surface.
- C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.
1. Where fire-resistance-rated construction is indicated, units shall be listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction.

### 2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
- B. CMUs: ASTM C 90.
1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2150 psi.
2. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.
3. Density Classification: Lightweight.
4. Exposed Faces: Provide fine texture units suitable for painting.

### 2.3 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.

- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91/C 91M.
- E. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979/C 979M. Use only pigments with a record of satisfactory performance in masonry mortar.
- F. Aggregate for Mortar: ASTM C 144.
  - 1. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
  - 2. White-Mortar Aggregates: Natural white sand or crushed white stone.
  - 3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- G. Aggregate for Grout: ASTM C 404.
- H. Epoxy Pointing Mortar: ASTM C 395, epoxy-resin-based material formulated for use as pointing mortar for glazed or pre-faced masonry units (and approved for such use by manufacturer of units); in color indicated or, if not otherwise indicated, as selected by Architect from manufacturer's colors.
- I. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
- J. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent from same manufacturer.
- K. Water: Potable.

#### 2.4 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60
- B. Masonry-Joint Reinforcement, General: ASTM A 951/A 951M.
  - 1. Interior Walls: Hot-dip galvanized carbon steel.
  - 2. Exterior Walls: Hot-dip galvanized carbon steel.
  - 3. Wire Size for Side Rods: 0.148-inch diameter.
  - 4. Wire Size for Cross Rods: 0.148-inch diameter.
  - 5. Wire Size for Veneer Ties: 0.148-inch diameter.
  - 6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
  - 7. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.
- C. Masonry-Joint Reinforcement for Single-Wythe Masonry: Ladder or truss type with single pair of side rods.

## 2.5 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches into veneer but with at least a 5/8-inch cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M, with ASTM A 153/A 153M, Class B-2 coating.
  2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
  3. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- C. Individual Wire Ties: Rectangular units with closed ends and not less than 2 inches wide.
1. Wire: Fabricate from 3/16-inch diameter, hot-dip galvanized-steel wire.
- D. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch diameter, hot-dip galvanized-steel wire.
  2. Tie Section: Triangular-shaped wire tie made from 0.187-inch diameter, hot-dip galvanized-steel wire.
- E. Adjustable Anchors for Connecting to Concrete: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
1. Connector Section: Dovetail tabs for inserting into dovetail slots in concrete and attached to tie section; formed from 0.060-inch thick steel sheet, galvanized after fabrication.
  2. Tie Section: Triangular-shaped wire tie made from 0.187-inch diameter, hot-dip galvanized-steel wire.
  3. Corrugated Metal Ties: Metal strips not less than 7/8 inch wide with corrugations having a wavelength of 0.3 to 0.5 inch and an amplitude of 0.06 to 0.10 inch made from 0.060-inch thick steel sheet, galvanized after fabrication with dovetail tabs for inserting into dovetail slots in concrete.
- F. Partition Top Anchors: 0.105-inch thick metal plate with a 3/8-inch diameter metal rod 6 inches long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from steel, hot-dip galvanized after fabrication.
- G. Rigid Anchors: Fabricate from steel bars 1-1/2 inches wide by 1/4 inch thick by 24 inches long, with ends turned up 2 inches or with cross pins unless otherwise indicated.
1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153/A 153M Epoxy coating 0.020 inch thick.

## 2.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Hohmann & Barnard, Inc.; NS Closed Cell Neoprene Sponge.
    - b. Wire-Bond; Expansion Joint 3300.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard wash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Hohmann & Barnard, Inc.; RS Series Rubber Control Joint.
    - b. Wire-Bond; Rubber Control Joint.
- A. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226/D 226M, Type I (No. 15 asphalt felt).

## 2.7 MASONRY-CELL FILL

- A. Loose-Fill Insulation: Perlite complying with ASTM C 549, Type II (surface treated for water repellency and limited moisture absorption) or Type IV (surface treated for water repellency and to limit dust generation).
- B. Lightweight-Aggregate Fill: ASTM C 331/C 331M.

## 2.8 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Diedrich Technologies, Inc.
    - b. EaCo Chem, Inc.
    - c. ProSoCo, Inc.

## 2.9 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
1. Do not use calcium chloride in mortar or grout.
  2. Use portland cement-lime mortar unless otherwise indicated.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
1. For interior non load-bearing partitions, Type O may be used instead of Type N.

## PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
- C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested according to ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

## 3.2 TERMINANCES

## A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

## B. Lines and Levels:



1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet or 1/2-inch maximum.
3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- E. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

A. Lay CMUs as follows:

1. Bed face shells in mortar and make head joints of depth equal to bed joints.
2. Bed webs in mortar in all courses of piers, columns, and pilasters.
3. Bed webs in mortar in grouted masonry, including starting course on footings.
4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.

- B. Lay solid masonry units and hollow brick with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Rake out mortar joints at pre-faced CMUs to a uniform depth of 1/4 inch and point with epoxy mortar to comply with epoxy-mortar manufacturer's written instructions.
- D. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- E. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

### 3.5 MASONRY-CELL FILL

- A. Pour loose-fill insulation lightweight-aggregate fill into cavities to fill void spaces. Maintain inspection ports to show presence of fill at extremities of each pour area. Close the ports after filling has been confirmed. Limit the fall of fill to one story high, but not more than 20 feet.

### 3.6 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
  - 1. Space reinforcement not more than 16 inches o.c.
  - 2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
  - 3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.

### 3.7 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete, where masonry abuts or faces structural steel or concrete, to comply with the following:
  - 1. Provide an open space not less than 2 inches wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
  - 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
  - 3. Space anchors as indicated, but not more than 16 inches o.c. vertically and 16 inches o.c. horizontally.

### 3.8 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
  - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
  - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
  - 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
  - 2. Limit height of vertical grout pours to not more than 60 inches.

### 3.9 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
- B. Inspections: Special inspections according to Level [B] [C] in TMS 402/ACI 530/ASCE 5.
  - 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
  - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
  - 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Testing Prior to Construction: One set of tests.
- D. Testing Frequency: One set of tests for each 5000 sq. ft. of wall area or portion thereof.
- E. Clay Masonry Unit Test: For each type of unit provided, according to ASTM C 67 for compressive strength.
- F. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.
- G. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.

- H. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for mortar air content and compressive strength.
- I. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

### 3.10 PARGING

- A. Parge exterior faces of below-grade masonry walls, where indicated, in two uniform coats to a total thickness of 3/4 inch. Dampen wall before applying first coat, and scarify first coat to ensure full bond to subsequent coat.
- B. Use a steel-trowel finish to produce a smooth, flat, dense surface with a maximum surface variation of 1/8 inch per foot. Form a wash at top of parging and a cove at bottom.
- C. Damp-cure parging for at least 24 hours and protect parging until cured.

### 3.11 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
  - 3. Protect adjacent surfaces from contact with cleaner.
  - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
  - 5. Clean brick by bucket and brush hand-cleaning method described in BIA Technical Notes 20.
  - 6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

### 3.12 MASONRY WASTE DISPOSAL

- A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
  - 1. Do not dispose of masonry waste as fill within 18 inches of finished grade.
- B. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.
- C. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION

SECTION 05 12 00

STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Structural steel.
2. Grout.

1.3 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.4 COORDINATION

- A. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show fabrication of structural-steel components.
  1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
  2. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
  3. Indicate type, size, and length of bolts, distinguishing between shop and field bolts.

- C. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for each welded joint whether prequalified or qualified by testing, including the following:

1. Power source (constant current or constant voltage).

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and fabricator.
- B. Welding certificates.
- C. Mill test reports for structural steel, including chemical and physical properties.
- D. Product Test Reports: For the following:
1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
  2. Direct-tension indicators.
  3. Tension-control, high-strength, bolt-nut-washer assemblies.
  4. Nonshrink grout.
- E. Survey of existing conditions.
- F. Source quality-control reports.
- G. Field quality-control and special inspection reports.

#### 1.8 QUALITY ASSURANCE

- A. Welding Qualification: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing, as required by AWS D1.8/D1.8M. FCAW-S and FCAW-G shall be considered separate processes for welding personnel qualification.
- B. Comply with applicable provisions of the following specifications and documents:
1. AISC 303.
  2. AISC 341 and AISC 341s1.
  3. AISC 360.
  4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."



## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
  - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
  - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
  - 2. Clean and relubricate bolts and nuts that become dry or rusty before use.
  - 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural steel fabricator to withstand loads indicated and comply with other information and restrictions indicated.
  - 1. Select and complete connections using schematic details indicated and AISC 360.
  - 2. Use Load and Resistance Factor Design; data are given at factored-load level.

### 2.2 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992/A 992M.
- B. Channel, Angles: ASTM A 36/A 36M.
- C. Plate and Bar: ASTM A 36/A 36M.
- D. Welding Electrodes: Comply with AWS requirements.

### 2.3 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325 Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, heavy-hex carbon-steel nuts; and ASTM F 436 Type 1, hardened carbon-steel washers; all with plain finish.
  - 1. Direct-Tension Indicators: ASTM F 959, Type 325, compressible-washer type with plain finish.

## B. Threaded Rods: ASTM A 36/A 36M.

1. Nuts: ASTM A 563 hex carbon steel.
2. Washers: ASTM A 36/A 36M carbon steel.
3. Finish: Plain.

## 2.4 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

## 2.5 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.
1. Camber structural-steel members where indicated.
  2. Fabricate beams with rolling camber up.
  3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
  4. Mark and match-mark materials for field assembly.
  5. Complete structural-steel assembly, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.
- D. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according SSPC-SP 3, "Power Tool Cleaning."
- E. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.
1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarged holes by burning.
  2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
  3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

## 2.6 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

## 2.7 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.
  - 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Bolted Connections: Inspect shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts".
- C. Welded Connections: Visually inspect shop welded connections according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
  - 1. Liquid Penetrant Inspection: ASTM E 165.
  - 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
  - 3. Ultrasonic Inspection: ASTM E 164.
  - 4. Radiographic Inspection: ASTM E 94.
- D. In addition to visual inspection, test and inspect shop-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
  - 1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
  - 2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.
- E. Prepare test and inspection reports.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

1. Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

### 3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Baseplates Bearing Plates and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
  1. Set plates for structural members on wedges, shims, or setting nuts as required.
  2. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
  3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure.
- C. Maintain erection tolerances on structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
  1. Level and plumb individual members of structure.
  2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection unless approved by Architect. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

### 3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
  - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.

### 3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
  - 1. Verify structural-steel materials and inspect steel frame joint details.
  - 2. Verify weld materials and inspect welds.
  - 3. Verify connection materials and inspect high-strength bolted connections.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- C. Bolted Connections: Inspect bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.
  - 1. In addition to visual inspection, test and inspect field welds according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
    - a. Liquid Penetrant Inspection: ASTM E 165.
    - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
    - c. Ultrasonic Inspection: ASTM E 164.
    - d. Radiographic Inspection: ASTM E 94.
- E. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
  - 1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
  - 2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.

3.6 REPAIRS AND PROTECTION

- A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION

NOT FOR BIDDING PURPOSES



SECTION 06 10 53

MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Wood blocking and nailers.
3. Wood furring.
4. Plywood Backing Panels

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1. Wood-Preservative-Treated Lumber:
2. Preservative-Treated-Plywood:
3. Fire-Retardant-Treated Materials:
4. Miscellaneous lumber.
5. Plywood Backing Panels.
6. Fasteners.

1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.
3. Power-driven fasteners.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency

certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
3. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

## 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPAC U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.

C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, cross equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
4. Wood framing members that are less than 18 inches above the ground in crawlspaces or unenclosed areas.
5. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.3 FIRE-RETARDANT-TREATED MATERIALS

A. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.

- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
- C. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- D. Application: Treat items indicated on Drawings, and the following:
  - 1. Concealed blocking.
  - 2. Plywood backing panels.

#### 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Furring.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber and any of the following species:
  - 1. Hem-fir (north); NLGA.
  - 2. Mixed southern pine or southern pine; SPIB.
  - 3. Spruce-pine-fir; NLGA.
  - 4. Hem-fir; WCLIB or WWPA.
  - 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- C. Concealed Boards: 19 percent maximum moisture content of any of the following species and grades:
  - 1. Mixed southern pine or southern pine; No. 3 grade; SPIB.
  - 2. Hem-fir or hem-fir (north); Standard or No. 3 Common grade; NLGA, WCLIB, or WWPA.
  - 3. Spruce-pine-fir (south) or spruce-pine-fir; Standard or No. 3 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

#### 2.5 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1, Exposure 1, C-D Plugged and fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

## 2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M –or- of Type 304 stainless steel.
- B. Screws for Fastening to Metal Framing: ASTM C 1002 and ASTM C 954, length as recommended by screw manufacturer for material being fastened.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

## 2.7 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing Furring to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
  - 1. Adhesives shall have a VOC content of 70 g/L or less.

## PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Comply with AWPAC M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- F. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 2. ICC-ES evaluation report for fastener.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 07 54 00

ALSAN FLASHING SYSTEM

PART 1 - GENERAL

- 1.1 This specification is in consideration of a 10 year warranted coating system when used over an approved substrate. The Alsan Flashing System is a single component liquid applied polyurethane / bitumen resin. A PolyFleece Reinforcement is embedded between layers of Alsan Flashing Membrane over seams.

1.2 SUMMARY

- A. The application generally involves the application of a three-coat membrane system with an inner coat reinforcement. The membrane final coat shall be granulated.
- B. Surfaces must be structurally sound, dry, clean and free of any moisture, loose particles, oil, grease, tar, paint or rust. All surfaces to which the Alsan Flashing is to be applied must be mechanically prepared to remove all previous coatings, laitance or any other contamination, which may affect the bond of the Alsan Flashing. On any area where the prior contaminate cannot be removed an adhesion test must be made to insure the proper bond of the Alsan Flashing.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 06 Rough Carpentry for wood railers, curbs, and blocking
- B. Section 07 Sheet Metal

1.4 DEFINITIONS

- A. Roofing Terminology: Refer to the following publications for terms related to roofing work not otherwise defined in this section.
1. ASTM E 1079: Definitions of terms related to roofing, waterproofing and bituminous materials.
  2. NRCA Roofing and Waterproofing Manual
  3. Roof Consultants Institute Glossary of Terms
  4. Factory Mutual Research Corporation
  5. Underwriters Laboratories

1.5 SUBMITTALS

- A. Provide four samples of the membrane showing the completed thickness.
- B. Provide granulated sample showing approved color.
- C. Submit (4) copies of the manufacturer's current: Published installation instructions, product data sheets and Material Safety Data Sheets.



## 1.6 QUALIFICATIONS

- A. Applicator must be approved by the membrane manufacturer.
- B. Field roof system must qualify for the manufacturer's warranty for an equal period of time.

## 1.7 DELIVERY STORAGE AND HANDLING

- A. Deliver all materials and store in their original unopened containers.
- B. Store containers, upside down on pallets in a covered or shaded area of the roof.
- C. Store all material in a manner, which meets all federal, state and local requirements.
- D. Store in areas where the maximum temperature does not exceed 90 degrees F and at a minimum of 32 degrees F.
- E. KEEP OUT OF THE REACH OF CHILDREN. KEEP AWAY FROM HEAT, FLAME OR ANY OTHER SOURCE OF IGNITION.

## 1.8 QUALITY ASSURANCE

- A. Submit certification that the materials to be used meet these specifications and are acceptable for use with the field membrane system and for the surfaces that they are to be applied.
- B. Provide manufacturer's details for the application of the Alsan Flashing Product meeting the requirements of the warranty.

## 1.9 WARRANTY

- A. Upon completion of the work, provide a 10-year warranty for the Alsan Flashing System. Warranty will be a separate warranty from the field membrane and may not exceed the length of the field membrane warranty.
- B. Warranty will certify the performance of the product and the consistency of its properties.
- C. The contractor is to cover damages to the building resulting from damages from failure to prevent water penetration during construction.
- D. The contractor shall guarantee all work against defects in materials and workmanship for a period of two years from the date of final acceptance.

## 1.10 SITE PROTECTION

- A. Protect all exposed surfaces and finished walls with a tarp or suitable covering to prevent damage to such areas. The contractor shall assume full responsibility for any damage to finished areas.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Supply Soprema Alsan Flashing 10-Year Membrane System Warranty in accordance with all Soprema application requirements and details.

1. Soprema Inc.  
310 Quadral Drive  
Wadsworth, Ohio 44281

### 2.2 FLASHING MEMBRANE

- A. Alsan Flashing

1. Ready to use one component, polyurethane / bitumen based resin

- B. Characteristics

1. Physical State: Thixotropic Paste
2. Color: Brown
3. Specific Gravity at 77F: 81.16 lbs/sq. ft.
4. Viscosity: (1500+2000)CP
5. Flash Point: 62.6 F
6. Drying Time: 2 to 12 hours

- C. Packaging

1. Can of 3.75 gal

- D. Storage

1. Six months in original unopened can. Store upside down.

### 2.3 PRIMER

- A. Alsan H 80-single component polyurethane primer.

### 2.4 POLY FLEECE

- A. Four-inch reinforcement used at change of plane junctures as well as upturns and downturns around projections or for Reinforcement of seams.

### 2.5 TOOLS AND EQUIPMENT

- A. Depending on the area to be covered a good quality roller or brush can be used to apply Alsan Flashing. A 12-inch or 6-inch roller and a heavy nap brush of 3 inches are best for most applications. Tools must be solvent resistant.

- B. Cleaning: Clean tools with Thinner V or Thinner L

## PART 3 - GENERAL

## 3.1 SURFACE PREPARATION

- A. Surfaces to receive Alsan Flashing Membrane must be structurally sound, dry and clean. Surfaces must be free from moisture, dirt, grease, oil, paint or any other loose or existing waterproof coatings.
- B. Any existing coating, which cannot be removed, must be tested prior to the application to insure compatibility with the Alsan product.

## 3.2 PRIMING

- A. Priming is not normally required on clean SBS Modified Roof Surfaces. Weathered Roofs must be cleaned and primed with H80 Primer at a rate of 70 sq ft per gal.
- B. Any older surface or existing aged roof surface will require a primer.
- C. If the Alsan Membrane Base coat is exposed for more than twelve hours prior to the next application of Alsan Flashing Membrane it must be primed at a rate of 200-250 sq. ft. per gal.
- D. Primers should be allowed to dry for a total of 8 hours prior to the Alsan Flashing Application. Primed substrates may only be exposed for a period of 4 hours prior to the application of Alsan Flashing or they must be re primed.

## 3.3 ALSAN FLASHING MEMBRANE APPLICATION

## A. Base Coat

- 1. Onto the horizontal surfaces apply Alsan Flashing Membrane at a rate of 30 wet mils. This will require about 1.87 gal. Per 100 sq. ft.
- 2. While wet, embed the Alsan Fleece (41") into the base coat. It is best to roll reinforcement fleece into the wet coat. All seams must be reinforced with 4" PolyFleece.
- 3. Center and position the Flash Fleece up the vertical and out onto the horizontal surface without wrinkles or folds and embed into the wet base coat. Overlap reinforcement a minimum of 4 inches on projections.

SPEC NOTE: Apply the fleece into the base coat while wet. Do not allow a skim to form over the base coat.

## 3.4 ALSAN FLASHING MEMBRANE MID COAT (SECOND COAT)

- A. Allow the base coat to dry for a minimum of two hours to a maximum of 12 hours before applying the mid coat. Extended cure time may be required in cool weather conditions or in areas where the humidity is high.
- B. If the base coat has been exposed more than 12 hours, the base coat will require priming prior to application of the mid coat.
- C. Apply the mid coat of Alsan Flashing Membrane over the entire base coat at a rate of 30 wet mils or 1.87 gal. Per 100 sq. ft.
- D. Do not apply when base coat surface temperature exceeds 187°F or below 40°F.

3.5 ALSAN FLASHING MEMBRANE FINISH COAT (THIRD COAT)

- A. Allow the mid coat to dry for a minimum of two hours to a maximum of twelve hours before applying the finish coat. Extended cure time will be required in cool weather conditions or in areas where the humidity may be high.
- B. Do not apply Alsan Flashing when the substrate is over 187 degrees F or below 40 degrees F. Do not install in wet weather conditions.
- C. Apply the Alsan Flashing finish coat over the complete surface of the mid coat at a rate of 20 wet mills or 1.25 gal per 100 sq. ft.
- D. The finish coat shall be treated with colored ceramic granules broadcasting them into the finish coat in an amount to completely cover the Alsan Flashing Membrane.

SPEC NOTE: All coverage rates are approximates and do not account for spillage, waste or irregular surfaces. Actual coverage rates may vary with application technique and temperature.

3.6 CLEANING

- A. Remove all used containers and wrappings from the site.
- B. Dispose in approved location and manor.
- C. Remove markings from any finished area.
- D. Repair any finished areas damaged by this application.

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SECTION 07 55 52

MODIFIED BITUMEN MEMBRANE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Description of Systems: Roofing shall consist of two (2) plies of prefabricated polyester or glass fiber reinforced SBS modified bitumen membrane (top ply fire rated (FR) granule surfaced, bottom ply smooth surfaced) over insulation secured to a prepared substrate. Alternate membrane assemblies may be utilized on some roof areas. Refer to drawings.

1.2 REFERENCES

- A. Membrane: Membrane manufacturers and specific products referenced shall be the only approved products for use.
- B. ASTM D312 Air Blown Asphalt - Type IV Special Steep
- C. ASTM D41 Asphalt Primer
- D. ASTM D4601 Type II - asphalt-coated glass fiber base sheet acceptable to the membrane manufacturer and/or as specified.
- E. ASTM D2178 Asphalt Glass Fiber - Type IV
- F. ASTM D4897 Asphalt-Coated Glass Fiber Venting Base Sheet

1.3 SUBMITTALS

- A. Specimen copy of Manufacturers roofing system warranty proposed for the Work. Submit prior to commencement of the Work.

1. Fully executed warranty, which shall be issued upon Manufacturers approval of the installation. In no event shall the effective date of the warranty predate the completion and acceptance by Owner of the roof membrane system and all associated work.

- B. Product Data: Submit product data and general recommendations from roofing materials manufacturer, for types of roofing required. Submit manufacturers instructions for use of all materials including sheet roofing, flashing material, and accessories. Provide for membrane materials, base flashings, and associated adhesives, cements, primers, sealants, water cut-off mastics, prefabricated accessories, cover strips, fasteners, anchor bars, and other related items.

- C. For details not addressed by the project drawings, submit shop drawings for approval by the Owner prior to start of work. Shop drawings shall include: Outline of roof and roof size, location and type of penetrations, perimeter and penetration details, special details and list of materials.



- D. The current published product and installation literature of the materials manufacturer shall be considered part of this specification. Any revisions to the published literature, prior to the date of installation of the product shall also be considered part of this specification.
- E. Samples (minimum 6" by 6") of each type of sheet roofing shall be submitted.
- F. Material Safety Data Sheets on all products installed shall be submitted and considered as part of this Section.
- G. Bidders shall provide a list of three completed projects using the type of membrane specified or a specified equivalent, with the bid submittal. Listed projects shall include owner/client contact name and phone number.

#### 1.4 QUALITY ASSURANCE

- A. Qualifications: In general, roofing materials shall be obtained from one (1) manufacturer. The use of other materials must be acknowledged and approved by both the primary manufacturer and the supplier of incidental materials, each accepting the other.
1. Roofing Contractor shall be approved by the manufacturer of the roofing materials and authorized to install the specified warranty system.
  2. Portions of these specifications may exceed the minimum requirements of the membrane material manufacturer. Applicator shall comply first with these Specifications, and secondly, with the manufacturer's recommendations and instructions. In no event shall less quality, less weight or a lesser number of plies or any other lesser requirements be acceptable than at least the minimum of such required by this Specification Section and those of the manufacturer.
  3. Maintain one copy of project documents on site at all times during work activities.
  4. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum of ten years current documented experience.
  5. Acceptable Roofing Applicator: Contractor shall be approved by the roofing materials manufacturer with a minimum of three (3) years experience installing the specified product. The Contractor shall submit written evidence, from the membrane manufacturer that they are an Approved Applicator and have been for three (3) years (minimum) and that they are eligible to install the specified system as necessary to qualify for the specified warranty. A copy of the guarantee proposal shall be submitted with the Bid.
    - a. All bidders certified by the roofing materials manufacturer without a minimum of three years experience as approved applicators for the specified roofing system shall verify that they have installed a minimum of 100,000 square feet of the specified material at the time of bid. The Bidder shall submit with their written certification, from the membrane manufacturer, that they are an Approved Applicator and that the membrane manufacturer will supply the specified warranty guarantee. A sample copy of the manufacturer's guarantee shall be submitted with the questionnaire.
  6. Technical Assistance: The contractor shall arrange for all required manufacturer support required to maintain eligibility for specified manufacturer's warranty.
- B. Regulatory Requirements:
1. Materials and application shall be such that the finished assembly, insulation and roofing

- membrane shall meet the requirements for the UL Class A and FM Class I.
2. Anchorage of roofing insulation and membrane system shall meet FM 1-90 wind uplift requirements.
  3. Consult insulation and membrane manufacturer for list of acceptable insulations meeting the FM-I-90 uplift requirements and UL Class A external fire class requirements. Installed "system" shall meet both FM and UL requirements for type, thickness, and attachment requirements.
  4. Underwriters Laboratories Classification: All material components of the roofing system including base flashings, shall be in full compliance to meet UL Class A or FM Class I requirements.
  5. Factory Mutual Classification: The roof assembly shall conform with FM requirements for an 1-90 rating for wind uplift.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original unopened containers.
- B. Inspect materials delivered to the site for evidence of contact with moisture. Reject delivery of materials with stained or wet wrappers, or torn covers. Packaging labels must be readable, identify the material, and indicate conformance with the reference standard applicable to the material. Additionally, for roofing membrane sheet, adhesives/cements and sealant materials, labels shall indicate the date of manufacture and lot number.
- C. Store all materials, including membrane, between 40 degrees F, and 80 degrees F. If exposed to lower temperature, restore to proper temperature before using. No roofing membrane or flashing membrane shall be installed unless the outdoor temperature is 40 degrees F and rising.
- D. Store all materials in dry area and protect from moisture and physical damage. Damaged materials shall be removed from site and replaced at no additional cost to the Owner.
- E. Materials shall be handled, transported and stored in a manner enabling undamaged material to be installed. Rolls or material displaying a flattened appearance shall be considered damaged and shall not be installed.
- H. Materials requiring fire resistance classification shall be delivered to the job with labels from an appropriate independent laboratory attached and packaged as required by the labeling service.
- G. Deliver materials in sufficient quantity to assure continuity of work. Handle rolled goods in a manner to prevent damage to edges or ends. Select and utilize handling equipment so as to avoid damage to materials handled, to applied roofing or to other construction.
- F. Store rolled goods on ends. Protect materials from damage by construction traffic or other work. Roll goods which have been damaged by dropping, flattening or other mishandling, or have ends with embedded, foreign material shall not be incorporated into the work. Any such installations shall be removed and replaced at no additional cost to the Owner.
- I. Do not overload the roof beyond the design loads with products or equipment.
- J. Protect the existing roofing from damage due to traffic and material loading.
- K. Use all materials within the time limits prescribed by the manufacturers.

## 1.06 PROJECT/SITE CONDITIONS

- A. Do not install roofing during inclement weather, below the minimum ambient or surface temperatures recommended by the membrane manufacturer, or when relative humidity or wind speed is not within the range acceptable to the membrane manufacturer.
- B. Contractor shall not proceed with or install roofing during inclement weather, except for temporary work necessary during inclement weather to protect materials that are already installed. Remove all temporary work before installing permanent materials.
- C. Surfaces on which the installation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper installation.
- D. Waste products (petroleum, grease, oil and solvents - vegetable or mineral oil and animal fat - direct contact with steam venting) shall not be allowed to come in contact with the roof membrane system.
- E. All membrane and substrate surfaces must be clean and dry.
- F. Daily Seal: Care shall be exercised to ensure that moisture does not penetrate beneath any completed sections of the roof by temporarily sealing the loose edge of the membrane at the end of each work day and prior to the arrival of inclement weather. The manufacturer's requirements shall be followed closely. Contractor shall inspect existing components for moisture intrusion along the tie-in after opening the daily seal on the next work day.

## 1.7 WARRANTY

- A. Manufacturer's Warranty: The Contractor shall provide a twenty (20) year No Dollar Limit System Written Transferable Warranty from the date of acceptance of this work for the new low slope roof systems from the roofing membrane manufacturer, or other approved entity as approved by the Owner, agreeing to replace/repair defective materials and workmanship at no additional cost to the Owner. Warranty shall include responsibility for removal and replacement of other work which conceals defective work or materials. Warranty shall cover Workmanship for the full fifteen (20) years and all membrane materials also for the full fifteen (20) years. Included in the 20 year warranty shall be the roofing membrane, flashing, insulation, sheet metal flashings and fasteners.
- B. Contractor Guaranty: Provide written (notarized) guaranty agreeing to replace/repair defective materials and workmanship at no additional cost to the Owner for a period of two (2) years after substantial completion. The guaranty includes responsibility for removal and replacement of other work which conceals roofing membrane. This guaranty shall include all work installed under this contract including metal work, insulation, fasteners and miscellaneous items.

## PART 2 - PRODUCTS

## 2.01 GENERAL

- A. If insulation is provided by other than the membrane manufacturer, Contractor shall submit a letter of acceptance from the membrane manufacturer for approval of insulation proposed for use and verification that insulation shall be included in the system warranty.

- B. All materials to be used in the work, including temporary cut-offs and tie-ins, shall be certified by the manufacturer to be free of asbestos.
- C. Any asbestos containing material inadvertently installed under this contract by the Contractor, or their subcontractors, shall be removed in accordance with Section 02081 – Non-Friable Asbestos Containing Roofing Material (ACRM) Removal and replaced with asbestos-free products at no additional cost to the Owner.
- D. Top ply of modified bitumen membrane and flashings shall be coated with ceramic granules. Granule color shall be tan or white and membrane and flashing colors (except for foil faced flashings) shall match. Consult owner concerning preferred color prior to ordering.
- E. Approved 2-ply flashing system shall also be utilized for stripping over of sheet metal flanges except as may be otherwise noted on the drawings.
- F. Over wood and plywood substrates, indicated 2-ply flashing shall be installed over mechanically attached base sheet where required by membrane manufacturer.

## 2.2 APPROVED MEMBRANE ASSEMBLIES

### A. For All Low Slope Roof Areas

- |    |                   |   |
|----|-------------------|---|
| 1. | Manufacturer:     | Siplast Inc.  |
|    | Bottom Ply:       | Paradiene 20 HV   |
|    | Top Ply:          | Paradiene 30 FR   |
|    | Flashing (2-ply): | Vertical heat welded over Irex 40 in asphalt                                  |
| 2. | Manufacturer:     | Soprema   |
|    | Bottom Ply:       | Sopralene 180 Sanded  |
|    | Top Ply:          | Sopralene 180 FR Granule  |
|    | Flashing (2-ply): | Sopralene Flam 180 Granule heat welded over Elastophene 180 PS in hot asphalt |
| 3. | Manufacturer:     | Johns Manville  |
|    | Bottom Ply:       | DynaLastic 180s   |
|    | Top Ply:          | DynaGlas FR SBS Granular  |
|    | Flashing (2-ply): | DynaWeld Cap heat welded over DynaLastic 180 Smooth in asphalt                |
| 4. | Manufacturer:     | Firestone   |
|    | Bottom Ply:       | SBS Smooth  |
|    | Top Ply:          | SBS Glass FR  |
|    | Flashing (2-ply): | SBS Torch heat welded over SBS Smooth in asphalt                              |
| 5. | Manufacturer:     | Tamko Asphalt Products  |
|    | Bottom Ply:       | Awaplan Versa Smooth  |
|    | Top Ply:          | Awaplan 170 FR Granular   |
|    | Flashing (2-ply): | Awaplan Heat Welding heat welded over Versa Smooth in asphalt                 |

B. Products of other manufacturers will be considered with the following conditions:

1. No later than fourteen (10) calendar days prior to submission of bid, two complete sets of written manufacturer approved specifications, warranty, and construction details, shall be submitted to the Owner's Representative.
2. The submission shall include all the non-proprietary conditions of the original specifications and include a list of all proposed changes.
3. The Manufacturer shall document that the proposed substitution meets or exceeds the performance of the original specifications.
4. There shall be no modification to the construction details as shown in the construction documents.
5. Submit sample copy of warranty which complies with terms and requirements included in these specifications.
6. Provide list of applicators approved by manufacturer to install specified warranties system. Include at least 3 contractors located within 50 miles of the project site.
7. Project references including building owner and specifier contact names and phone numbers.
8. If a bulletin is not issued, the original specified list of roofing system materials shall prevail. Bulletins will not be issued within 72 hours of the bid due date and time.

C. Consult insulation and membrane manufacturer for list of acceptable insulations meeting the FM-I-90 uplift requirements and UL Class A external fire class requirements. Installed "system" shall meet both FM and UL requirements for type thickness and attachment requirements.

2.3 MATERIALS FOR MEMBRANE ASSEMBLY

- A. First Ply: Smooth surface SBS Modified Bitumen Membrane (MBM) composed of a modified bitumen integrally bonded to a fiberglass and/or polyester reinforcement, formed into uniformed flexible sheets.
- B. Top Ply: Fire Retardant (FR) granular surfaced SBS Modified Bitumen Membrane composed of a modified bitumen integrally bonded to a fiberglass and/or polyester reinforcement formed into uniformed flexible sheets.
- C. Assembly: Shall have a UL Class A or FM Class I rating using ceramic granules.

2.4 BITUMEN

- A. Asphalt: ASTM D 312, Type IV special steep for roof membrane and flashing.

2.5 RELATED MODIFIED BITUMEN MATERIALS

- A. Modified bitumen cements, adhesives, mastics, primers, ceramic granules, sealants, prefabricated accessories, fasteners, anchor bars, and other related items are to be furnished or recommended by the roof membrane material manufacturer unless otherwise indicated.

2.6 WOVEN GLASS FABRIC

- A. ASTM D-1668, Type I, Asphalt Coated.

2.7 FASTENERS - BASE FLASHING

- A. Wood or Plywood Substrate: 1-inch capped steel nails with ribbed shank of sufficient length to provide 1-inch minimum embedment and/or pass through bottom side of wood or plywood.
- B. Masonry Substrate: Rawl Zamac Hammer Screw or threaded masonry fastener with 1-inch steel washer. Washer not required where termination bar is specified. Do not use nail, even if specifically designed for masonry.
- C. Metal substrate: Fluorocarbon coated screws with 1-inch steel washers.

2.8 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application of thicknesses indicated[ and that produce FM Approvals-approved roof insulation].
- B. Install insulation such that manufacturer's R-value markings are readily observable in accordance with building code in effect for Project.
- C. Polyisocyanurate Board Insulation: ASTM C 1289, [Type II, Class 1, Grade 2] [Type II, Class I, Grade 3], felt or glass-fiber mat facer on both major surfaces.
- D. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches unless otherwise indicated.
- E. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.9 INSULATION ACCESSORIES

- A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Cant Strips: ASTM C 728, perlite insulation board.
- D. Wood Nailer Strips: Comply with requirements in Division 06 Section "Rough Carpentry".
- E. Tapered Edge Strips: ASTM C 728, perlite insulation board.
- F. Cover Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/2 inch thick, factory primed.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Georgia-Pacific Corporation; Dens Deck Prime.
- G. Substrate Joint Tape: 6- or 8-inch- wide, coated, glass-fiber joint tape.



## 2.10 ANCHOR/TERMINATION BAR

- A. Extruded 1/8" thick (minimum) aluminum with integral sealant flange and slotted holes spaced a maximum of 6 inches O.C. as provided or recommended by roof membrane manufacturer.

## 2.11 WALKPADS

- A. Walk pad material for use where indicated on the drawings to be provided by, or approved for use by, the selected roof membrane manufacturer. Walk pads approved for use include:

- a. Siplast Paratred
- b. Soprema SopraWalk
- c. Johns Manville DynaTred Plus
- d. Firestone SBS Glass FR over SBS Smooth
- e. Tamko Awaplan 170 FR over Awaplan Versa Smooth

## 2.12 ASPHALT PRIMER

- A. For installation over masonry walls and curbs, sheet metal curbs, and concrete deck surfaces, ASTM D-41.

## 2.13 SERVICE LINE SUPPORTS

- A. Support shall be Miro Industries Model 24-R for single service lines up to 4" outside diameter, Model 48-R for double pipes and single pipes up to 11" outside diameter (800) 768-6978.
- B. At locations where additional height of the pipe stand is required to support the service line, stack additional sections of pipe stand for Model 24-R and replace Model 48-R with Model 48-R-AH and adjust height as necessary to provide continuous support.

## PART 3 - EXECUTION

## 3.01 INSPECTION

- A. The installer shall examine the areas and conditions under which the roofing is to be installed, and notify the Owner, in writing, of conditions detrimental to the proper and timely completion of this phase of the work. Contractor shall not begin work until the substrates have been prepared as specified and as necessary, and are ready and acceptable to have materials installed. By beginning work, the Contractor acknowledges that the substrates are satisfactory.
- B. Prior to the start of work, the substrate shall be relatively smooth and free of debris, sharp edges and other surface irregularities, as determined by Owner's Representative, that will be detrimental to or prevent the proper installation of the system.
- C. All codes having jurisdiction shall be observed strictly in the construction of the project, including all applicable state, city, and county building, zoning, electrical, mechanical, plumbing and fire codes. Contractor shall verify all code requirements before commencement of construction and bring any discrepancies between code requirements and the construction documents to the attention of the Engineer in writing.

- D. Details and sections on the drawings are shown at specific locations and are intended to show general requirements throughout. Details noted "typical" imply all conditions treated similarly. Modifications shall be made by Contractor to accommodate minor variations.
- E. All areas, dimensions, and conditions shown and indicated are approximate. Contractor shall verify existing conditions prior to the start of work. Additional compensation shall not be granted for conditions encountered after the start of work that are different from those listed.
- F. All drawings and conditions shall be fully coordinated by Contractor to verify all dimensions, conditions, slopes, drains, outlets, recesses, reglets, bolt settings, sleeves, etc.
- G. Contractor shall bring errors and omissions which may occur in Contract Documents to the attention of the Consultant in writing and written instructions shall be obtained before proceeding with the affected work.
- H. Verify that all drains, sleeves, curbs or other roof penetrations are properly secured.
- I. The Contractor and their Subcontractor(s) shall verify all dimensions and job conditions at the job site sufficiently in advance of work to be performed to assure the orderly progress of the work.

### 3.2 PREPARATION OF SUBSTRATE

- A. Protect adjacent surfaces not designated to receive roofing.
- B. The Contractor shall provide and install all curbing, expansion joints, and wood nailers at all edges, projections and openings, as indicated on the Drawings, and where metal flanges or flashing are to be installed.
- C. Before installation of roofing or insulation materials, all deck surfaces shall be sound, clean (broom swept), smooth, primed (as recommended), dry and free of debris, loose material or defects which would have an adverse affect on the roofing or insulation or their performance, and provide substrate acceptable to the roof membrane manufacturer.
- D. Adjust accessory items to proper height to be compatible with finished height of new insulation and roofing system.

### 3.3 INSTALLATION

- A. General:
  - 1. Comply with manufacturer's instructions for handling and installation of roofing materials except where more stringent requirements are indicated in the specifications and drawings. Any changes to these specifications, based on recommendations by the material manufacturer, shall be approved in writing by the Owner prior to the start of work.
  - 2. Schedule installation to minimize period of exposure of roofing substrate.
  - 3. The Contractor shall not phase in the installation of the base sheet on the deck or the two-ply and base ply roof membrane system. Cleaning, priming (as necessary) and any necessary repairs of the base ply of modified membrane shall be performed prior to the

installation of the top ply after any instances where unforeseen conditions prevented the installation of the top modified ply the same day the base modified ply was installed. Under no circumstances shall the base sheet be used as a temporary or overnight roof. As a minimum, the base modified ply shall be installed each day that the base sheet is installed.

4. Where concentrated wheeled or other traffic over new or any wheeled or other traffic over existing roofing work is unavoidable, provide and use a minimum of 3/4-inch-plank or plywood, set over a minimum of one-inch thick rigid board insulation to protect roofing components in place. Secure the protection materials against wind uplift.
5. Contractor shall not use the existing or new roofs as work or storage platform, without adequate protection as indicated above.
6. Daily Seal: Provide temporary watertight cut-offs and tie-ins prior to arrival of inclement weather and at the end of each work day, as necessary to prevent moisture intrusion below the new and existing membrane and into the new roof and/or building. Remove all temporary work at the beginning of the next work day and verify that water has not reached the permanent work.
  - a. On existing BUR, remove gravel or slag (if any) and bituminous flood coat down to the surface of the membrane. Surface shall be clean and dry.
  - b. Provide a 18-inch wide (minimum) tie-in with one ply of modified bitumen base ply membrane set into full and continuous moppings of hot bitumen. A minimum of 6-inches of continuous watertight tie-in shall be provided on both the new and existing roofing. Two plies of glass fiber base sheet membrane set into continuous moppings of hot asphalt and glaze coated with asphalt may be substituted for the modified bitumen membrane. Seal any "fishmouths" at the tie-in with the roofing cement to ensure a watertight seal.
  - c. On concrete roof deck areas, the edge of the new roof system shall be continuously tied into the surface of the concrete deck to provide a water tight seal to prevent migration of water from the original roof system to the new roof system. Install new roof to existing roof tie-in as noted above in Item b.
  - d. Completely remove all tie-ins and tie-in materials before continuing new roofing installation at these locations.
7. Should conditions be uncovered or created which would be detrimental to the proper conduct of specified work, immediately notify the Owner Representative of these conditions for resolution.
8. Extend roofing membrane and flashings as shown to provide complete membrane over area(s) indicated to be roofed. Seal to all equipment projections through membrane and seal all membrane and flashing seams. Ensure complete bonding to vertical surfaces and, where shown or recommended by material manufacturer, to horizontal surfaces.
  - a. Contractor shall perform all testing and other examination of deck surface as recommended by the roofing materials manufacturer and as recommended by manufacturer of the roof deck materials. Responsibility for determination of moisture content of deck being suitable for application of roofing materials shall be the sole responsibility of the Contractor.
  - b. Contractor shall not heat asphalt at or above the Flash Point (FP) temperature established by the asphalt manufacturer. Asphalt application temperatures shall not be more than 25F above or below the equiviscous temperature (EVT) established by

the asphalt manufacturer. In all instances, temperature of asphalt at the point of application during membrane installation shall be above 425F, and mopped no more than 4 feet in front of the roll roofing material.

- c. Contractor shall follow manufacturer's recommendations for unrolling the membrane to allow to "relax" and flatten at application temperatures below 50F to assure that the top and bottom plies have stabilized and are ready for incorporation into the roof system.
- d. Except as otherwise required by unusual circumstances or as otherwise may be indicated in these specifications, begin installation of the roof membrane system at the low point of the roof and proceed upslope. Install membrane plies single style, perpendicular to the slope.
- e. For interply mopping, and for other moppings except as otherwise indicated, bitumen shall be applied at the following rate:

(1) Asphalt: In continuous application with no voids at not less than 20 nor more than 25 pounds per 100 sq. ft., with the average not less than 23 pounds per 100 sq. ft. per interply mopping for the completed roofing installation.

- f. Bitumen shall not be allowed to penetrate substrate joints and enter the building or damage insulation, vapor barriers or other construction.

B. Test Cuts

- 1. If requested by Owner, in presence of manufacturer's representative, cut out a 12" by 12" and/or 4" x 40" membrane sample perpendicular to the seams of the plies at a location selected by Owner. Separate plies to verify compliance with Specifications. Repair test cut location. Comply with ASTM D3617 requirements for test cuts. Allowable weight tolerance of test cut components shall be \_ 20%. Repair test cut locations as recommended by the membrane manufacturer.

3.4 ROOFING MEMBRANE

A. General:

- 1. Install the roofing membrane in accordance with the latest printed application requirements of the roofing membrane manufacturer except where the requirements of these project specifications are more stringent as determined by the Owner. In such instances, the more-stringent requirement shall apply.
- 2. Traffic: Keep foot traffic and equipment movement to the absolute minimum during application of the roof membrane while the bitumen is hot and fluid. In addition, minimize traffic over new roofing prior to application of the final top ply.
- 3. For applications in cold adhesives, allow adhesive to cure (72 hours minimum) after installation before workers or equipment on or placed on roof.
- 4. The membrane shall be unrolled and allowed to relax a minimum of fifteen (15) minutes before installing into the hot asphalt.
- 5. At locations where drawings indicate that membrane or flashings shall be turned down the outside face of walls, the portion turned down the walls shall be installed "dry" (without asphalt, mastic, or adhesive).

B. Roofing Construction Safety Precautions

1. Areas that required fire extinguishers and water:
  - a. Hot bitumen kettle shall have minimum four fully charged extinguishers rated 20ABC Fire Extinguishers and a five (5) gallon pail filled with water at each kettle location (within 50 feet of kettle).
2. Torch Safety rules (for areas where torches are approved for use by the Owner/Construction Engineer):
  - a. Wood fiber cant strips are not permitted.
  - b. Wood fiber insulation is not permitted.
  - c. Use perlite or fiberglass cant strips.
  - d. Install continuous glass fiber base sheet over wood blocking plywood and insulation.
  - e. Install metal flashings at penetrations or protect flashings with tight fitting felt collar before torching.
  - f. Walk job every night one (1) hour after all torches are out to perform fire watch.
  - g. All torches shall have safety lever (pilot only or self-extinguishing). Full-time torches shall not be used under any circumstances.
  - h. Maintain fully charged fire extinguishers on roof within 50 feet of each operating torch.

C. Safety Considerations

1. The Contractor shall follow all established safety procedures as defined by OSHA or other governing agencies.
2. It is the Contractor's responsibility to insure safety at the project work area at all times.

3.5 APPLICATION OF MODIFIED BITUMEN MEMBRANE

A. Bottom Ply

1. Starting at the low point of the roof, install 1 ply of approved bottom ply perpendicular (at right angle) to the roof slope, for slopes less than 1/2 inch per foot. For slopes 1/2 inch per foot or greater, install in strict accordance with manufacturers recommendations, including the use of back nailing or as directed by these specifications.
2. For hot asphalt applications, roll out the bottom ply into full and continuous moppings (without breaks or voids) of hot asphalt. The asphalt application mop shall be no more than 4 feet in front of the membrane roll during application. Contractor shall not use the "mop and flop" method for installation.
3. For cold adhesive applications, apply adhesive at rate and method recommended by roof membrane manufacturer.
4. The Contractor shall broom the bottom ply in place immediately behind the mop to firmly embed the membrane into the hot asphalt, or adhesive, free of wrinkles, creases, fishmouths or air pockets.
5. Side laps in the bottom ply shall be a minimum of 4-inches and end laps in the base ply shall be a minimum of 6-inches.
6. Offset endlaps between adjacent sheets a minimum of 2-feet.

7. Extend the bottom ply approximately 1-inch above the top of cants or tapered edge strips at walls and curbs.
8. Contractor shall evaluate all lap seams in the bottom ply to identify any deficient conditions which require repair to ensure continuous bonding of the laps.
9. Contractor shall keep foot traffic and equipment movement over newly installed roof membrane to the absolute minimum during the application of the base ply while the bitumen is hot and fluid and while adhesives curing. Minimize traffic over new base ply prior to application of the top ply.

B. Top Ply

1. Starting at the low point of the roof, install 1-ply of approved roof membrane (top ply) over the bottom ply. Install parallel to the base sheet and stagger side and end laps a minimum of 12 inches from the side and end laps of the bottom ply.
2. Roll out the top ply into full and continuous moppings (without breaks or voids) of hot asphalt or cold adhesive. The asphalt application mop shall be no more than 4 feet in front of the membrane roll during application. Contractor shall not use the "mop and flop" method for installation.
3. The Contractor shall broom the top ply in place immediately behind the mop to firmly embed the membrane into the hot asphalt, free of wrinkles, creases, fishmouths or air pockets.
4. Side laps in the top ply shall be a minimum of 6-inches and end laps in the top ply shall be a minimum of 6-inches.
5. Offset endlaps between adjacent sheets a minimum of 2-feet.
6. Factory splices in the top ply shall be cut out before the roll is applied. As an alternate, the splice may be covered with a full width section of top ply membrane which extends a minimum of 6-inches beyond both sides of the splice.
7. Contractor shall ensure that the top ply is continuously and fully bonded to the bottom ply without air pockets, wrinkles, fishmouths or tears.
8. Contractor shall evaluate all lap seams in the top ply to identify any deficient conditions which require repair to ensure continuous bonding of the laps.
9. Contractor shall keep foot traffic and equipment movement over newly installed roof membrane top ply to the absolute minimum during application of the roof membrane while the bitumen is hot and fluid.

3.6 FLASHING

A. Walls and Curbs:

1. Neatly flash vertical walls and curbs in strict compliance with the roofing membrane manufacturer's specifications and as noted in the project details and these specifications. The base ply for all wall and curb flashings shall extend a minimum of 8-inches above the roof surface and 4-inches out onto the field of the roof past the base of cants and tapered edge strips. The top ply shall extend a minimum of 8-inches above the roof surface and a minimum of 4-inches beyond the edge of the base ply. Contractor shall ensure that no exposed selva edges are incorporated into the completed and finished roof and flashing system.
2. Begin all wall and curb flashing installations at the low point of the wall or curb and proceed up slope to avoid back water seams which buck water.



3. Two plies of approved flashing membrane shall be installed at all walls and curbs. Stagger end laps between top and base flashing plies a minimum of 6-inches (except at corners in walls and curbs).
4. Contractor shall cut flashing sheets off the end of the roll and install all wall flashings vertically, always working to a selvage edge. For flashing membranes without selvage edges, maximum length of each section of flashing sheet shall be 5 feet.
5. Extend both base flashing plies to the top of all curbs and to within one inch of reglets where existing reglet secured counterflashing are indicated as remaining for incorporation into new roof system. Unless otherwise indicated or not possible due to existing conditions encountered, flashing height shall be 8 inches (minimum) above the finished roofing surface.
6. Press flashing into place, continuous, while the bitumen is hot and fluid to ensure continuous bonding to the base sheet with no voids, wrinkles or unadhered flashing. Prior to final acceptance, contractor shall be required to remove and replace poorly installed flashings at no additional cost to the Owner.
7. Reinforce all non-vertical and/or transitional areas (i.e. inside and outside corners) with additional membrane in strict compliance with the flashing manufacturer's recommendations.
8. Contractor shall apply primer or embed granules into heat softened asphalt at locations where no selvage edge exists or where selvage edge can not be utilized and side lap and end lap seams must be made over granule covered portions of the top ply. Seam lap widths shall be increased to 6-inches. Maximum flashing lengths shall be 5-feet for all flashing systems which do not have selvage edges. Contractor shall allow primer to dry before proceeding. For foil faced flashings, remove foil at seam locations where no selvage edge.
9. Secure upper edges of all wall and curb base flashings 4 to 8-inches (max) on center (as required by flashing manufacturer) and within 2-inches of the end of each section of base flashing. Refer to project details and approved manufacturers requirements. In no instance, even if approved by membrane manufacturer, shall base flashing attachment exceed 8-inches on center.
10. Where flashings are to be installed over wood or plywood substrates, mechanically attached asphalt coated glass fiber base sheet to the substrate if required by the manufacturer in strict accordance with the recommendations of the membrane manufacturer, prior to flashing installations.

B. Equipment Penetrations

1. Flash all penetrations (pipes, conduits, etc.) passing through the membrane as detailed. Where not detailed, install in strict accordance with the manufacturer's details and recommendations.

C. Roof Drains:

1. Extend base plies into drain bowl area 1-inch beyond the inside edge of the drain bowl flange.
2. Apply asphalt primer over both sides of 30-inch by 30-inch 4-pound drain flashing lead and allow primer to dry. Center and set lead into a continuous application of modified bitumen roof cement. Lead shall extend 1-inch beyond the inside edge of the drain bowl flange.
3. Install top ply over the lead drain flashing in accordance with the membrane material

manufacturer's recommendations. Ensure that top ply membrane seams do not enter within 6-inches of the sump area around the drains. Top ply shall extend 1-inch beyond the inside edge of the drain bowl flange.

4. Install all clamping rings and drain strainers. All strainers and clamping rings shall be securely fastened to the drain bowls as necessary to provide continuous compression of roof drain flashings. Ensure that all drain lines are open to flow freely at the end of the project.

D. Perimeter

1. Metal edging, gravel stops and gutter flanges shall be primed both sides and installed above the field ply into modified bitumen roof cement. The bottom stripping ply shall be fully bonded to the metal, extending a minimum of 4 inches beyond the metal edge onto the membrane or flashing ply.
2. The stripping ply shall have a minimum of 1/4-inch flow of the bitumen beyond the edge of the membrane.

3.7 WALK PAD/ROOF PROTECTION PAD

- A. Install new walkpads over surface of new roof membrane at all doors, hatches, below equipment and supports set over roof, base and top of roof and HVAC access ladders and at any additional designated locations which are indicated on the roof plan and in these specifications. All loose surfacing materials shall be swept from the walkpad locations. The walkpads shall be adhered to the roof membrane in accordance with the recommendations of the walk pad and roof membrane manufacturer. Only full size sections of walk pad shall be utilized. Partial sections of walkpads may be used at corners in the layout pattern as necessary to provide a neat finished appearance. Provide 2-inches of gap between adjacent sections of walk pad and extend pads 6 inches minimum beyond edges of equipment or supports.

- B. Install new prefabricated service line supports and walkway pads below any duct supports, service lines, condensate lines, etc. 6-feet on center (maximum) except where may be noted otherwise on the drawings. Supports shall also be installed beneath all 90 degree and "T" transitions. The pads shall extend a minimum of 6-inches beyond the new supports in all directions and be set into heavy application of modified bitumen cement or into the same bitumen used to install the membrane. Use multiple sections of supports as necessary to achieve the height necessary to provide support, all supports shall be mechanically secured to each other. A stainless steel pipe clamp shall be secured to the supports to loosely secure the conduit/pipe to the supports.

3.8 QUALITY CONTROL

- A. The roof membrane and flashing system after installation shall be free of the following defects:
1. Factory splices in the top ply shall be cut out before the roll is applied. As an alternate, the splice may be covered with a full width section of top ply membrane which extends a minimum of 6-inches beyond both sides of the splice.
  2. Contractor shall ensure that the top ply is continuously welded and fully bonded to the bottom ply without air pockets, wrinkles, fishmouths or tears.
  3. Contractor shall evaluate all lap seams in the top and bottom plies to identify any deficient conditions which require repair to ensure continuous bonding of the laps.

4. Contractor shall keep foot traffic and equipment movement over newly installed roof membrane top and bottom plies to the absolute minimum during application of the roof membrane while the bitumen is hot and fluid.
5. All vertical end terminations in wall base flashings shall be covered with metal flashing or counterflashing and secured with approved fasteners.
6. All roof drains shall be cleaned out and free of roofing debris and tested for watertightness and free flowing operation prior to acceptance of roof.
7. Owner shall reject any work not found to be in conformance with good roofing practice or these specifications.
8. Roof cement, unless specifically approved by the roof membrane manufacturer, shall not be incorporated into the roof membrane or flashing. Use of roof cement will not be permitted at the following conditions:
  - a. Sealing of laps in membrane or flashing.
  - b. Surface or stripping flashing at equipment penetrations or drains.
  - c. Repairs of the membrane or flashing.
9. All roof cement found on the exposed roof shall be removed and area repaired at no additional cost to the Owner.
10. All test cuts, if required during or after reroofing as a result of the infrared roof moisture survey, shall be repaired in strict accordance with the membrane manufacturers specifications.
11. On granular surfaced roofs, loose granules shall be embedded in asphalt bleed out at side and end laps which exceeds one quarter (1/4) inch in width and at asphalt spillage, drippage, marring, etc. on finished membrane surfaces.

### 3.10 PERFORMANCE REQUIREMENTS

- A. The roofing membrane systems shall be watertight and shall not deteriorate in excess of limitations published by the membrane material manufacturer.

### 3.11 CLEANING AND PROTECTION

- A. Daily clean up, and removal from the site, of all wrapping, empty containers, loose particles and other debris resulting from these operations is required. Remove any loose pieces from the drain areas and protect the drains from blockage by debris. Remove drain protection at the end of each work day and prior to arrival of inclement weather to ensure that all drain lines are open.
- B. Schedule sequence of work so that traffic over new membrane is minimized. Institute required procedures for protection of completed membrane during installation of work over membrane and throughout remainder of construction period. Contractor shall not allow excessive or concentrated traffic over unprotected membrane.

END OF SECTION

SECTION 07 84 13

PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Penetrations in fire-resistance-rated walls.
2. Penetrations in horizontal assemblies.
3. Penetrations in smoke barriers.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency.
- C. Product test reports.

1.4 CLOSEOUT SUBMITTALS

- A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:

1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
2. Test per testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:
  - a. Penetration firestopping systems shall bear classification marking of a qualified testing agency.
    - 1) UL in its "Fire Resistance Directory."

## 2.2 PENETRATION FIRESTOPPING SYSTEMS

- A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. A/D Fire Protection Systems Inc.
    - b. Grace Construction Products.
    - c. Hilti, Inc.
    - d. Johns Manville.
    - e. NUCO Inc.
    - f. RectorSeal Corporation.
    - g. Specified Technologies Inc.
    - h. 3M Fire Protection Products.
    - i. Tremco, Inc.; Tremco Fire Protection Systems Group.
- B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
  1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Horizontal Assemblies: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
  1. F-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated.
  2. T-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.
  3. W-Rating: Provide penetration firestopping systems showing no evidence of water leakage when tested according to UL 1479.
- D. Penetrations in Smoke Barriers: Penetration firestopping systems with ratings determined per UL 1479, based on testing at a positive pressure differential of 0.30-inch wg.

1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at and no more than 50-cfm cumulative total for any 100 sq. ft. at both ambient and elevated temperatures.
- E. Exposed Penetration Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, per ASTM E 84.
- F. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.
- C. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.
  1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.
- D. Install fill materials by proven techniques to produce the following results:
  1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
  2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
  3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

#### 3.2 IDENTIFICATION

- A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches high and with minimum 0.375-inch strokes.
  1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 feet from end of wall and at intervals not exceeding 30 feet.

- B. Penetration Identification: Identify each penetration firestopping system with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of penetration firestopping system edge so labels are visible to anyone seeking to remove penetrating items or firestopping systems. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Designation of applicable testing and inspecting agency.
4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

### 3.3 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E 2174.
- B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.
- C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

END OF SECTION



SECTION 07 84 43  
JOINT FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Joints in or between fire-resistance-rated constructions.
2. Joints in smoke barriers.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: For each joint firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing agency.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.

1.5 CLOSEOUT SUBMITTALS

- A. Installer Certificates: From Installer indicating that joint firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with UL's "Qualified Firestop Contractor Program Requirements."

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

## A. Fire-Test-Response Characteristics:

1. Perform joint firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
2. Test per testing standards referenced in "Joint Firestopping Systems" Article. Provide rated systems complying with the following requirements:
  - a. Joint firestopping systems shall bear classification marking of qualified testing agency.
    - 1) UL in its "Fire Resistance Directory."

## 2.2 JOINT FIRESTOPPING SYSTEMS

- A. Joint Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of assemblies in or between which joint firestopping systems are installed. Joint firestopping systems shall accommodate building movements without impairing their ability to resist the passage of fire and hot gases.
- B. Joints in or between Fire-Resistance-Rated Construction: Provide joint firestopping systems with ratings determined per ASTM E 1196 or UL 2079.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. A/P Fire Protection Systems Inc.
    - b. Fire Trak Corp.
    - c. Grace Construction Products.
    - d. Hilti, Inc.
    - e. Johns Manville.
    - f. Nelson Firestop Products.
    - g. NUCO Inc.
    - h. Passive Fire Protection Partners.
    - i. RectorSeal Corporation.
    - j. Specified Technologies Inc.
    - k. 3M Fire Protection Products.
    - l. Tremco, Inc.; Tremco Fire Protection Systems Group.
  2. USG Corporation. Fire-Resistance Rating: Equal to or exceeding the fire-resistance rating of the wall, floor, or roof in or between which it is installed.
- C. Joints in Smoke Barriers: Provide fire-resistive joint systems with ratings determined per UL 2079 based on testing at a positive pressure differential of 0.30-inch wg.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Grace Construction Products.
  - b. Hilti, Inc.
  - c. Johns Manville.
  - d. Nelson Firestop Products.
  - e. NUCO Inc.
  - f. Passive Fire Protection Partners.
  - g. Specified Technologies Inc.
  - h. 3M Fire Protection Products.
  - i. Tremco, Inc.; Tremco Fire Protection Systems Group.
2. L-Rating: Not exceeding 5.0 cfm/ft. of joint at both ambient and elevated temperatures.
- D. Exposed Joint Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.
- E. Accessories: Provide components of fire-resistive joint systems, including primers and forming materials, that are needed to install elastomeric fill materials and to maintain ratings required. Use only components specified by joint firestopping system manufacturer and approved by the qualified testing agency for conditions indicated.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for joint configurations, substrates, and other conditions affecting performance of the Work.
- B. General: Install fire-resistive joint systems to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- C. Install forming materials and other accessories of types required to support elastomeric fill materials during their application and in position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
  1. After installing elastomeric fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of fire-resistive joint system.
- D. Install elastomeric fill materials for fire-resistive joint systems by proven techniques to produce the following results:
  1. Elastomeric fill voids and cavities formed by joints and forming materials as required to achieve fire-resistance ratings indicated.
  2. Apply elastomeric fill materials so they contact and adhere to substrates formed by joints.

3. For elastomeric fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

### 3.2 IDENTIFICATION

- A. Joint Identification: Identify joint firestopping systems with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of joint edge so labels are visible to anyone seeking to remove or joint firestopping system. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surface on which labels are placed. Include the following information on labels:
  1. The words "Warning - Joint Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
  2. Contractor's name, address, and phone number.
  3. Designation of applicable testing agency.
  4. Date of installation.
  5. Manufacturer's name.
  6. Installer's name.

### 3.3 FIELD QUALITY CONTROL

- A. Inspecting Agency: Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E 2393.
- B. Where deficiencies are found or joint firestopping systems are damaged or removed due to testing, repair or replace joint firestopping systems so they comply with requirements.
- C. Proceed with enclosing joint firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

END OF SECTION

SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Urethane joint sealants.
3. Mildew-resistant joint sealants.
4. Latex joint sealants.
5. Preformed joint sealants.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples: For each kind and color of joint sealant required.
- C. Joint-Sealant Schedule. Include the following information:
1. Joint-sealant application, joint location, and designation.
  2. Joint-sealant manufacturer and product name.
  3. Joint-sealant formulation.
  4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Preconstruction laboratory test reports.
- C. Preconstruction field-adhesion-test reports.
- D. Field-adhesion-test reports.
- E. Sample warranties.

## 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

## 1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
  - 1. Adhesion Testing: Use ASTM C 794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
  - 2. Compatibility Testing: Use ASTM C 1087 to determine sealant compatibility when in contact with glazing and gasket materials.
  - 3. Stain Testing: Use ASTM C 1248 to determine stain potential of sealant when in contact with masonry substrates.
- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

## 1.7 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.1 JOINT SEALANTS, GENERAL

- A. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

## 2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Dow Corning Corporation; 790.
- b. GE Advanced Materials - Silicones; SilPruf LM SCS2700.
- c. Pecora Corporation; 890.
- d. Tremco Incorporated; Spectrem 1.

## 2.3 URETHANE JOINT SEALANTS

- A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. BASF Building Systems; Sonolastic NP1.
- b. Pecora Corporation; Dynatrol I-XL.
- c. Sika Corporation, Construction Products Division; Sikaflex - 1a.
- d. Tremco Incorporated; Dymonic.

- B. Single-Component, Pourable, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. BASF Building Systems; Sonolastic SL 1.
- b. Bostik, Inc.; Chem-Calx 950.
- c. Pecora Corporation; Brexpan NR-201.
- d. Tremco Incorporated; Vulkem 45.

## 2.4 MILDEW-RESISTANT JOINT SEALANTS

- A. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. BASF Building Systems; Omniplus.
- b. Dow Corning Corporation; 786 Mildew Resistant.
- c. GE Advanced Materials - Silicones; Sanitary SCS1700.

## 2.5 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.



1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. BASF Building Systems; Sonolac.
- b. Bostik, Inc.; Chem-Calk 600.
- c. Pecora Corporation; AC-20+.
- d. Tremco Incorporated; Tremflex 834.

## 2.6 PREFORMED JOINT SEALANTS

- A. Preformed Foam Joint Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant manufactured from urethane foam with minimum density of 10 lb/cu. ft. and impregnated with a nondrying, water-repellent agent. Factory produced in precompressed sizes in roll or stick form to fit joint widths indicated; coated on one side with a pressure-sensitive adhesive and covered with protective wrapping.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Dayton Superior Specialty Chemicals; Polyure Standard.
- b. EMSEAL Joint Systems, Ltd.; Emseal 25V.
- c. Sandell Manufacturing Co., Inc.; Polyscal.

## 2.7 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nondrying, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## 2.8 JOINT SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Beginning installation constitutes Contractor's acceptance of substrates and conditions.

#### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealant. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

#### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated, to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joints.
1. Remove excess sealant from surfaces adjacent to joints.
  2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
- G. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping. Do not pull or stretch material. Produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures, apply heat to sealant in compliance with sealant manufacturer's written instructions.

### 3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Interior joints up to 1 inch wide in horizontal traffic surfaces.
1. Joint Locations:
    - a. Isolation joints in cast-in-place concrete slabs.
    - b. Control and expansion joints in tile flooring.
    - c. Other joints as indicated on Drawings.
  2. Joint Sealant: Single component, pourable, traffic grade, urethane joint sealant.
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Locations:
    - a. Control and expansion joints on exposed interior surfaces of exterior walls.
    - b. Other joints as indicated on Drawings.
  2. Joint Sealant: Single component, nonsag, neutral curing, silicone joint sealant.
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.
1. Joint Locations:
    - a. Control joints on exposed interior surfaces of exterior walls.
    - b. Vertical joints on exposed surfaces of unit masonry, concrete, walls and partitions.
    - c. Perimeter joints between interior wall surfaces and frames of interior doors, and windows.
    - d. Other joints as indicated on Drawings.
  2. Joint Sealant: Latex.
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- D. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Locations:
    - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
    - b. Tile control and expansion joints where indicated.
    - c. Other joints as indicated on Drawings.
  2. Joint Sealant: Mildew-resistant, single component, acid curing silicone joint sealant..
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- E. Joint-Sealant Application: Concealed mastics.

1. Joint Locations:
  - a. Aluminum thresholds.
  - b. Sill plates.
  - c. Other joints as indicated on Drawings.
2. Joint Sealant: Butyl-rubber based.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 09 91 23  
INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Concrete masonry units (CMUs).
  - 2. Steel and iron.
  - 3. Wood.
  - 4. Gypsum board.

1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
  2. Indicate VOC content.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
1. Submit Samples on rigid backing, 8 inches square.
  2. Label each Sample for location and application area.
- C. Product List: Cross-reference to paint system and locations of application area. Use same designations indicated on Drawings and in schedules. Include color designations.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

#### 1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
    - b. Other Items: Architect will designate items or areas required.
  2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage areas daily.



1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. Basis of Design: Sherwin-Williams Company (The).
- B. Products: Subject to compliance with requirements, provide product listed in the Finish Schedule Section 09 00 00 for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: Per Finish Schedule 09 00 00.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from

previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Masonry (Clay and CMUs): 12 percent.
  - 2. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- G. Aluminum Substrates: Remove loose surface oxidation.
- H. Wood Substrates:
  - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  - 2. Sand surfaces that will be exposed to view, and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.
  - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.6 INTERIOR PAINTING SCHEDULE

#### A. CMU Substrates:

1. Institutional Low-Odor/VOC Latex System [MPI INT 4.2E]:
  - a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
    - 1) <Insert manufacturer's name; product name or designation>.
  - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
  - c. Topcoat: Latex, interior, institutional low odor/VOC, gloss level to match existing walls.
    - 1) Basis Of Design: Sherwin Williams.

#### B. Steel Substrates:

1. Institutional Low-Odor/VOC Latex System MPI INT 5.1S:
  - a. Prime Coat: Primer, rust inhibitive, water based MPI #107.
    - 1) Basis of Design: Sherwin Williams.
  - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
  - c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5), MPI #147.

- 1) Basis of Design: Sherwin Williams.
2. Aluminum Paint System [MPI INT 5.1M] [MPI INT 5.1MM]:
  - a. Prime Coat: Primer, alkyd, quick dry, for metal, MPI #76.
    - 1) Basis of Design: Sherwin Williams.
  - b. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79.
    - 1) Basis of Design: Sherwin Williams.
  - c. Prime Coat: Shop primer specified in Section where substrate is specified.
  - d. Intermediate Coat: Aluminum paint, matching topcoat.
  - e. Topcoat: Aluminum paint, MPI #1.
    - 1) Basis of Design: Sherwin Williams.
- C. Wood Substrates: Traffic surfaces, including floors.
  1. Latex Porch & Floor Enamel System MPI INT 6.50
    - a. Prime Coat: Primer sealer, alkyd, interior, MPI #45.
    - b. Intermediate Coat: Floor paint, latex, matching topcoat.
    - c. Topcoat: Floor paint, latex, low gloss (maximum MPI Gloss Level 3 to match existing), MPI #60.
- D. Gypsum Board Substrates:
  1. Institutional Low-Odor/VOC Latex System:
    - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
      - 1) Basis of Design: Sherwin Williams.
    - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
    - c. Topcoat: Latex, interior, institutional low odor/VOC (MPI Gloss Level 4), MPI #146.
      - 1) Basis of Design: Sherwin Williams.
    - d. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5), MPI #147.
      - 1) Basis of Design: Sherwin Williams.

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**SECTION 23 00 00**

**GENERAL REQUIREMENTS MECHANICAL AND ELECTRICAL**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Work under this Section is subject to the requirements of the Contract Documents, including the Drawings, General and Supplementary Conditions, and Division 1 of the Specifications.
- B. This section is hereby made a part of all other sections of Division 23 & 26 as fully as if repeated in each therein.

**1.2 GENERAL PROVISIONS**

- A. The conditions of Division 1 GENERAL REQUIREMENTS apply to each and every Contract and Contractor or other person or persons supplying any material or labor entering this building, either directly or indirectly.
- B. Mechanical and Electrical Contractors are bound by provisions of Conditions as described above.
- C. Three (3) Sub-Contractors will be covered by these General Requirements. They are:
  - 1. Heating, Ventilating and Air Conditioning.
  - 2. Electrical.
  - 3. ATC (Direct Digital Controls).
- D. For simplicity, these Sub-Contracts and Sub-Contractors will be referred to further herein as the HVAC, DDC Controls and Electrical Contracts or Contractors.
- E. The term "Mechanical Contractor" shall mean the HVAC, and DDC Controls Contractors.

**1.3 DESCRIPTION**

- A. The Drawings and Specifications shall be understood to cover systems of Plumbing, Heating, Ventilation and Air Conditioning and Temperature Control, as shown on the drawings and as specified. The drawings and specifications are to be taken together. Work specified and not shown, or work shown and not specified, shall be as binding as though required by both, the drawings and specifications.
- B. Minor items and accessories or devices reasonably inferable as necessary to the complete and proper operation of any system shall be provided for such systems, whether or not they are specifically called for by the specifications or the drawings.



## 1.4 DEFINITIONS

- A. Exposed: Open to view inside the building.
- B. Concealed: Any piping, ductwork or equipment not considered exposed to view. For example, spaces between ceiling and floor construction above; between double walls; furred-in areas; pipe and duct shafts, etc.
- C. Conditioned: Forced supply or return air, which has been heated or cooled.
- D. HVAC: Heating, Ventilating, and Air-Conditioning.
- E. Fixture Runout: Branch pipe connection to a terminal unit.
- F. Mechanical Equipment Room: Any room or confined space such as a penthouse, pump room, fan room, or service room, where mechanical equipment is located.
- G. "Where exposed to people's contact" (Not including maintenance personnel): Being capable of being reached without the use of a ladder.
- H. Exposed: In plain view of the end-user and occupants of any space other than mechanical or service spaces.

## 1.5 DRAWINGS AND SPECIFICATIONS

- A. It is the intent of the specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.
- B. Any apparatus, machinery or small items not mentioned in detail which may be found necessary to complete or perfect any portion of the installation in a substantial manner and in compliance with the requirements stated, implied or intended shall be furnished without extra cost to the Owner. This shall include all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and installed by the HVAC, DDC Controls and Electrical Contractors.
- C. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.
- D. Any work called for in the specifications, but not mentioned or shown on the drawings, or called for on the drawings, but not mentioned in the specifications, shall be furnished as though called for in both.
- E. When any device or part of equipment is herein referred to in the singular number, such as "the pump" such reference shall be deemed to apply to as many such devices as required to complete the installation.

- F. The term "Provide" shall mean "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" shall mean to obtain and deliver on the job for installation by other trades.
- G. The Drawings are essentially diagrammatic in nature and show general arrangement of the equipment, piping, ductwork, accessories, etc. Because of the small scale of the Drawings, it is not possible to show each offsets, fittings, and accessories, which may be required. Carefully investigate the structural conditions, Architectural Drawings, Equipment Drawings, and the finished conditions of the work and arrange such work accordingly, furnish any fittings, pipe accessories that may be required to meet such conditions.
- H. Any changes from the plans necessary to make the work conform to building as constructed and to fit work of other trades, or to conform to rules of the governing authorities and regulations, shall be met by the Contractor without extra cost to the Building Owner/Tenant.
- I. The layout of the piping, ductwork, equipment, etc., as shown on the Drawings shall be checked and exact locations shall be determined by the dimensions of equipment approved and Contractor shall obtain the Architect/Engineer's approval for any revised layout before the apparatus is installed. The Contractor shall consult the Architectural, Structural, and Equipment Drawings for the dimensions, locations of partitions, locations and sizes of structural supports, foundations, to coordinate installation and penetrations, etc.
- J. Contractor shall also refer to the Architectural Plans for details and large scale Drawings and to approved Shop Drawing of equipment furnished under other Contracts or Sections of the Specifications for exact location of service connections. The equipment Shop Drawings will be furnished to the Contractor before roughing in. Contractor shall not install any piping or ductwork for said equipment until they have received approved Coordination Drawings for same.

#### 1.6 LAWS, ORDINANCES, REGULATIONS AND PERMITS

- A. The entire HVAC, DDC Controls and Electrical Systems in all and or part shall conform to all pertinent laws, ordinances and regulations of all bodies having jurisdiction, notwithstanding anything in these drawings or specifications to the contrary.
- B. The work shall be installed in conformity with the City, State and Federal, or Board of Underwriters' laws, regulations, rules, or ordinances in effect and governing same, such rules and regulations and local ordinances to be considered part of these Specifications. Contractor shall be held strictly responsible for any violation of same and shall change their work to conform without additional cost to Building Owner/Tenant.
- C. Each Contractor shall pay all fees and obtain and pay for all permits and inspections required by any authority having jurisdiction in connection with their work.
- D. Electrical work shall comply with the requirements of the National Electrical Code, NFPA and other boards and departments having local jurisdiction. Electrical Contractor shall obtain and pay for Certifications of Inspection by an authorized Electrical

Inspection Agency and by local, municipal and state approving agencies. The materials, in general, shall be Underwriters' Laboratories listed and shall bear UL label.

- E. Fire Protection Contractor to complete a "Material & Test Certificate" for above ground piping and/or for underground piping upon completion of work.
- F. Fire Protection Contractor should notify Fire Marshal upon completion of the system, giving the Fire Marshal a minimum of five (5) days' notice.

#### 1.7 EXISTING UTILITIES

- A. Location of utilities as shown on the drawings has been determined from the best available information and is given for the convenience of the Contractor; however, Building Owner/Tenant does not assume responsibility in the event that during construction, utilities other than those shown may be encountered and that the actual location of those which are shown may be different from the location as shown on the plans.
- B. The Contractor shall be responsible for any interference with or damage to any existing utilities, and shall repair or replace same with the least possible delay.
- C. The Contractor shall notify Architect/Engineer of any broken or open pipes discovered during construction.
- D. The Contractor shall be responsible to hire a 3<sup>rd</sup> Party Site Utility Locating Contractor to wand and stake out the area around the excavation.

#### 1.8 CONNECTIONS TO UTILITIES

- A. Apply for and obtain services from utility companies and municipalities. All charges for which utility companies and municipalities must be reimbursed shall be paid for by the respective Contractor at no additional cost to the Owner.

#### 1.9 TESTS

- A. The following requirements are supplementary to tests specified for individual equipment or systems in Mechanical and Electrical work sections.
  - 1. Give written notice of date of test in ample time to all concerned.
- B. Concealed or insulated work shall remain uncovered until all required tests have been completed; but if construction schedule requires, arrange for prior tests on parts of systems as approved.
- C. As soon as conditions permit, conduct preliminary tests of equipment to ascertain compliance with specified requirements. Make needed changes, adjustments and/or replacements as preliminary tests may indicate, prior to acceptance tests.

- D. Conduct pressure, performance and operating tests as specified or required for each system or equipment unit in the presence of the Engineer or Owner as well as a representative of agencies having jurisdiction.
- E. Obtain Certificates of Approval and/or Acceptance as specified or required in compliance with regulations of agencies having jurisdiction. Work shall not be deemed complete until such Certificates have been delivered to the Engineer.
- F. Testing shall prove conclusively that Mechanical and Electrical systems operate properly, efficiently and quietly in accordance with intent of drawings and specifications.

1.10 CONTINUITY OF SERVICES (SHUTDOWN AND NOTIFICATIONS)

- A. It is imperative that service interruptions on the various existing utilities be held to an absolute minimum. Wherever possible, the Contractor shall provide suitable temporary services or connections, where continuity of service for essential systems can be maintained by this means. It will be the Building Owner's/Tenant's final prerogative to decide which systems are to be considered as essential, and to establish the maximum allowable shutdown time, if any, for each system.
- B. Generally, no action shall be taken by the Mechanical and Electrical Contractors that will interrupt any of the existing building services for this building or any other building until previously arranged with the Engineer and Owner or their authorized representative.
- C. The Building Owner/Tenant will require not less than 72 hours advance notice, in writing, that an interruption of service in any system is desired. Such notice shall identify the system or systems involved, and shall be submitted in duplicate, one (1) copy of which will be signed and returned by the Building Owner's/Tenant's authorized representative stating whether the requested shutdown will be permitted or not.
- D. Should any service be interrupted by these Contractors, the Contractor causing such interruption shall provide immediately all labor, including overtime if necessary, and all material and equipment necessary for restoration of such service.

1.11 ENTRANCE OF EQUIPMENT

- A. Each Contractor shall perform all necessary rigging required for completion of work under their contract.
- B. Contractor shall be responsible to repair all damage as a result of rigging and/or bringing equipment into the building. All damaged items shall be restored back to their original condition at no additional cost to the Owner.

1.12 VISIT TO SITE

- A. Due to the nature of the work involved under this contract, all bidders are required to thoroughly examine the site.

- B. Bidding Contractors shall thoroughly review Contract Documents prior to visiting the site, take Contract Documents to site and thoroughly explore to any extent necessary, the existing conditions as relating to fulfilling the requirements of this Contract.
- C. If discrepancies are noted between requirements of Contract Documents and existing conditions, Contractor shall so indicate to the Engineer during bidding period and receive clarification before bidding. Failure to comply with this requirement will result in the Engineer's interpretation during the construction period and the Engineer's decision will be final and binding as the sole interpreter of the contract requirements.
- D. Extras will not be considered for any work relating to connections with existing systems or adaptability of new systems to existing structures.
- E. Submission of proposals shall be considered evidence that Contractors have complied with the requirements of this Article.

#### 1.13 LINES AND LEVELS

- A. At the job site, the Contractor shall layout and establish the lines and levels necessary for this work by using Bench Marks.

#### 1.14 OVERTIME WORK

- A. It is contemplated that work included be done during regular working hours on a "straight time" basis.
- B. Where a shutdown of essential utilities is required for final connections or "cross overs", the Building Owner/Tenant and Engineer shall be notified well in advance and approval obtained before proceeding with the work. The period of interruption of services shall be held to the minimum required to complete the work. If overtime work is required, this overtime shall be included as a part of the base bid.

#### 1.15 INSTRUCTING OWNER'S PERSONNEL

- A. After all tests and adjustments have been made, each Contractor shall fully instruct the representatives of the Owner in all details of operation of the equipment installed under their contract.
- B. Each Contractor shall operate their equipment for sufficient length of time to satisfy the Engineer that requirements of the Contract Documents have been fulfilled.
- C. All training will be digitally recorded by the Contractor. Provide three (3) copies to the Maintenance Superintendent.
- D. Operation & Maintenance Manuals for all Equipment and Systems must be submitted before any Instruction to Owner's Personnel are scheduled.

#### 1.16 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Each Contractor shall provide three (3) copies of printed instructions to the Engineer upon completion of installation. Instructions shall be bound in separate, hardback, 3-ring or 3 D-ring loose leaf binders.
- B. Instruction books shall be prepared by sections and contain detailed start-up, operating and maintenance instructions for all components of all systems, including wiring, and piping diagrams necessary for clarity. The cover of each binder shall be identified with the name of the project and the words "Operating and Maintenance Instructions".
- C. Each section shall have labeled tabs and be clearly marked with equipment or system name and contain detailed parts list data, ordering information and the name, address and telephone number of the closest supply source.
- D. All instructional data shall be neatly and completely prepared to the satisfaction of the Engineer.
- E. Operation & Maintenance Manuals for all Equipment and Systems must be submitted before any Instruction to Owner's Personnel are scheduled.

1.17 GUARANTEE

- A. All material, equipment and workmanship provided by each Contractor shall be in first class operating condition in every respect at time of acceptance by Owner. Acceptance by the Owner shall be by letter to this effect written to each Contractor.
- B. Each Contractor shall unconditionally guarantee in writing all materials, equipment and workmanship for a period of three (3) years from date of acceptance by Owner unless a longer period is stipulated under specified headings. During the guarantee period each Contractor shall repair or replace, at their own expense, any materials, equipment or workmanship in which defects may develop and they shall also provide free service for all equipment and systems involved in their contract during this guarantee period.
- C. Guarantee shall also include restoration to its original condition of all adjacent work that must be disturbed in fulfilling this guarantee.
- D. All such repairs and/or replacements shall be made without delay and at the convenience of the Owner.
- E. Repairs or replacements shall bear an additional twelve (12) months guarantee from the time repair or replacement is complete. This requirement shall be binding, even though it will exceed product guarantees normally furnished by some manufacturers.
- F. Guarantees furnished by Subcontractors and/or Equipment Manufacturers shall be counter-signed by the related Contractor for joint and/or individual responsibility for subject item.
- G. Manufacturer's equipment guarantees or warranties extending beyond the guarantee period described above shall be transferred to the Owner along with the contractor's guarantees.

- H. Note that guarantees shall run from the date of final payment for the complete project, not from the date of installation of, or payment for an item or device.

1.18 MINOR DEVIATIONS

- A. The dimensions of equipment hereinafter specified or indicated on the Drawings are intended to establish the outlines and characteristics of such equipment in general. Minor deviations in dimensions will be permitted to allow the manufacturers specified to bid on their nearest stock equipment, provided the specified ratings are met or exceeded.
- B. Where manufacturers' catalog numbers or types are mentioned in the Specifications or indicated on the Drawings, they are intended to be used as a guide only and shall not be interpreted as taking precedence over the basic rating and duty specified. In all cases, manufacturers shall verify the duty specified with particular characteristics of the equipment they intend to offer for approval and shall also pay the additional charges as may be required under other Divisions.

1.19 SHOP DRAWINGS

- A. Submit eight (8) copies of shop drawings for all material and equipment as noted in Manufacturer's and Sub-Contractors List, except where indicated otherwise further herein.
- B. Prior to submission of shop drawings, the Contractor shall notify the Engineer of any site conditions differing from those indicated or specified.
- C. Prepare shop drawings by careful reference to drawings and specifications.
- D. Identify each shop drawing by Job Name and reference to applicable Specification Article number.
- E. Shop drawing data for all equipment shall include, but not be limited to, the following:
1. Manufacturers' catalog designation, photographs and specifications.
  2. Full electrical data, including specifically, electrical characteristics.
  3. Dimensions, capacities, ratings, material and finish.
  4. Such other detailed information as required for proper evaluation.
- F. Review Time:
1. Allow two (2) weeks for the Engineer's processing of each submittal, exclusive of Owner's, Architect's or others in the processing chain. Allow a longer time period where processing must be delayed for coordination with subsequent submittals.
- G. Submission of shop drawings for electric motor starters shall include a tabulation listing:
1. The equipment the starter is intended to control.
  2. Horsepower.
  3. Voltage.



4. Phase.
  5. Full load amperes.
  6. The manufacturer's number or type.
  7. Overload heater numbers and amperage.
  8. Quantity of auxiliary contacts.
  9. Pushbutton arrangement.
  10. Pilot light arrangement if applicable.
- H. Each Contractor shall examine all shop drawings before submission for review. Each Contractor shall then forward all shop drawings with their initialed acceptance stamp and by so doing the Contractor thereby represents that they have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data, have notified the Engineer of site conditions varying from those indicated or specified, and that they have checked and coordinated each item with other applicable accepted shop drawings and the contract requirements. Shop drawings and catalog data submitted without the Contractor's stamp of acceptance will be returned to the Contractor without review.
- I. Shop drawings smaller than 8-1/2 x 11 shall be secured to letter size paper of this size.
- J. Material and equipment installed or used without shop drawing review are subject to rejection by the Engineer.
- K. The HVAC Contractor shall prepare 1/4" inch minimum scale sheet metal shop drawings at the earliest practical time and coordinate these drawings with the other contractors prior to erection of the sheet metal work in order to effect timely resolution of all conflicts with the work of other contractors.
- L. Corrections or comments made on shop drawings during review by the Engineer do not relieve the Contractor from compliance with requirements of the drawings and specifications. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Engineer review partial submissions or those for which submissions for correlated items have not been received. The Contractor is responsible for: confirming and correlating all quantities, clearance and dimensions, selecting fabrication processes and techniques of construction, coordinating work with that of all other trades, and performing their work in a safe and satisfactory manner.
- M. Furnish two (2) black or blue line print sets of the pipe layouts, duct layouts and equipment drawings on 1/4" = 1'-0" scale plans using AutoCAD Release 2010 through 2014. The drawings shall show the coordination between new work and existing system conditions; include a symbol list, title block information, drawing titles, key plan, north arrow, room names and numbers, match lines; pipe heights; details of congested areas; and a typical elevation showing discipline coordination. The sheet size for floor plans

and associated details shall match the Design Drawing sheet size. The ductwork layout shall be shown in double line. The drawing's layering system shall comply with the Building Owner's/Tenant's AutoCAD Standards Manual.

- N. Any shop drawing or submittal requiring more than two (2) resubmissions for approval, the Contractor shall pay the Engineer \$250.00 per resubmitted item, until approval is granted. Payment must be received prior to the Engineer's review.
- O. Electronic drawing files in AutoCAD, Release 2010 through 2014 will be available to the Sub-contractors through the General Contractor. If electronic drawing files are requested, the Engineer shall provide compact diskettes (CDs) to the Contractor containing the mechanical, plumbing, gas, fire protection, and electrical floor plans.

#### 1.20 AS-BUILT DRAWINGS

- A. During the course of the work, maintain a record set of drawings on which shall be marked the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, etc.
- B. Include all Addendum, Change Orders and construction field directives (responses to RFI's) on the As-Built Drawings.
- C. At project completion, obtain a clean set of prints and an AutoCAD 2010/2014 CD from the Engineer, and make a set of reproducible. Neatly transfer all the recorded as-built information on both the reproducible and AutoCAD 2010/2014 CD.
- D. Provide two (2) prints of these reproducible, along with the reproducible themselves and CAD CD, to the Engineer. In addition, attach one (1) complete set of prints to each of the OPERATING AND MAINTENANCE INSTRUCTIONS specified previously herein.

#### 1.21 PUNCH LIST CLOSE-OUT

- A. Each Contractor shall carefully read and review each punch list item.
- B. Contractors shall review the contract documents and job correspondence minutes relating to punch listed items to assure thorough understanding thereof within three (3) working days after receipt of the punch list.
- C. It is the responsibility of the Contractor to contact the author of the punch list to resolve any items in question, including factual inclusion of the punch listed items, as part of the work covered by the contract documents as basic services.
- D. In the absence of such contact, the Contractor agrees to comply with all items in the punch list.
- E. Upon resolution of the final punch list items, reduce the action taken to writing on the Contractor's company letterhead, and state, for the record, by reference to each punch list item, thereby absolving the Engineer of the responsibility of repeatedly visiting the site to

verify completion of final punch list items. The Contractor's letter is to be termed "Final Punch List Resolution Letter."

- F. Contractor must clearly state where exceptions are taken.
- G. Approval of final payments for work done by the Contractor will be granted upon receipt and acceptance of the "Final Resolution Letter."

1.22 TEMPORARY FACILITIES, UTILITIES AND HEATING

- A. Refer to Section TEMPORARY FACILITIES AND CONTROLS in Division 1 of these specifications.

1.23 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Summary of Work
- B. Project Meetings
- C. Construction Schedules
- D. Temporary Facilities
- E. Project Closeout
- F. Project Record Documents

PART 2 MATERIALS

2.1 MANUFACTURER'S AND SUB-CONTRACTORS LIST

- A. Before ordering any material or equipment unit, and not later than twenty (20) working days after signing of contracts each Contractor shall submit a list of Manufacturers, Sub-Contractors and Suppliers showing make, type, manufacturers name and trade designation of all materials, and equipment, proposed for use under this contract. List shall be prepared by reference to specifications.
- B. The list, when accepted, shall be supplementary to specifications, and no variations therefrom will be permitted except with the approval of the Engineer.
- C. No shop drawings will be processed until the Contractor has satisfactorily completed the requirements of this Article.

2.2 MATERIALS AND EQUIPMENT

- A. All materials and equipment shall be new, unless noted otherwise, and shall conform to the grade, quality and standards specified herein.

- B. All equipment offered under these specifications shall be limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive literature made available to the public and in effect at the time of opening of bids.
- C. Items such as valves, motors, starting equipment, vibration isolating devices, lamps, and all other equipment and material, where applicable and practicable, shall each be of one manufacturer.
- D. Equipment shall be installed in strict accordance with manufacturer's instructions for type and capacity of each piece of equipment used. Contractors shall obtain these instructions which will be considered part of these specifications. Type, capacity and application of equipment shall be suitable and shall operate satisfactorily for the purpose intended in the HVAC, Plumbing and Electrical Systems.

## 2.3 SUBSTITUTIONS

- A. See General Conditions.

## 2.4 EQUIPMENT VARIATIONS

- A. The materials and products mentioned in these specifications are given to establish a standard of quality, design and performance. The phrases "equivalent acceptable", "or equal", "equal to", and "approved substitute" shall be used to indicate that other similar products may be used provided such substitutes are accepted by the Engineer as meeting all standards necessary to perform the function intended. Where three (3) or more manufacturers are mentioned for an item, selection shall be made from among those manufacturers. Specific products listed without reference to equals or substitutions shall be provided as specified, unless a written request for substitution is submitted to the Engineer for approval ten (10) days prior to the date for receipt of bids. Such request shall include a complete description of the proposed substitute, along with sufficient documentation and other information necessary for a complete evaluation of the proposed substitution. If approved, substitute product will be listed in an addendum so that all bidders are alerted to it.

- B. The Contract Documents have been prepared to provide for the incorporation of at least one of the specified items or assemblies of every category of materials, products or pieces of equipment. In the event that the incorporation into the work of an approved substituted item or assembly will require revisions or additions to the contractual requirements of either the Contractor proposing the substitution or any other contractor, the Contractor proposing the substitution shall bear the cost of such revisions or additions to the work of all trades affected, and shall pay for all engineering or architectural services required at no change in the contract sum.

## 2.5 VIBRATION ELIMINATION

- A. The Mechanical and Electrical Contractors shall provide vibration isolation support provisions for all moving or rotating equipment, machinery and transformers when such provisions are not furnished and/or integrally mounted by the equipment manufacturers.

They shall be equal to Amber/Booth Company or Korfund Company, Inc., and installed in accordance with vibration isolation manufacturers' recommendations unless specified otherwise herein.

- B. Provide all rotating or moving machinery or equipment suspended from building structure with approved resilient suspension mountings.
- C. Provide the equivalent of Flexonics Corp. metallic vibration isolating connections between all pumps and connecting piping.
- D. All electrical connections to moving or vibrating equipment, such as motors, generators, transformers, etc., shall be made by use of flexible metallic conduit.
- E. No rigid pipes, ducts, conduit or other extended machine assemblies connected to vibration isolated equipment shall be tied in directly with the building construction. Such elements shall be connected to the equipment through flexible fittings, and be supported by isolating equipment as required.
- F. All systems shall operate free from objectionable vibration and noise resulting therefrom, and each Contractor shall take all necessary steps required to achieve this result without additional cost to the Owner.

2.6 INSERTS, HANGER SUPPORTS, CLAMPS, FASTENINGS

- A. All materials, designs and types of inserts, hanger supports and clamps shall meet the requirements of the Manufacturers Standardization Society Document MSS-SP-58, latest edition, and also Underwriters Laboratories, Inc., National Electrical Code and Factory Mutual Engineering Division Standards where applicable. Insert, hanger support and clamp types reference herein are shown in MSS-SP-58.
- B. Each Contractor shall be responsible for and provide all necessary inserts, hanger supports, fastenings, clamps and attachments necessary for support of their work. The types of all inserts, hanger supports, fastenings, clamps and attachments to be used shall be selected to suit both new and existing building construction conditions and applied for the purposes intended.
- C. For cast concrete floor or roof sections too thin to permit the use of inserts extend the hanger rod through the slab and terminate with a nut and large washer, recessed into the top face of the slab as approved by the Engineer.
- D. For Mechanical systems, clamps and attachments to steel beams and bar joists shall be made using types 20, 21, 23, 25, 27, 28, 29 or 30 as applicable to suit conditions of construction. Clamps and attachments shall be selected on the basis of the required load to be supported. Provide all necessary steel angle iron or channel between bar joists, or steel beams where direct attachment cannot be made. No holes are to be drilled or burned in structural building steel for hanger rod supports.
- E. Metallic masonry anchors shall be provided for all pre-cast concrete, masonry and cast concrete construction, and may be provided as an alternate for cast-in-place construction. Locate in pre-cast and cast-in-place concrete as directed by the Engineer. Dynabolt,

Ram-In and/or Tru-Bolt masonry anchors as manufactured by Ramset shall be provided as recommended by the anchor manufacturer for the various applications, stresses and services involved. Redhead, Hilti or Wej-It equivalents acceptable. Installation of masonry anchors shall be accomplished by pre-drilling concrete or masonry to diameters and depths required to properly accommodate anchor bolts.

- F. Toggle bolts may be used in dry wall and lath and block plaster walls. The use of toggle bolts shall be restricted to the weight limitations imposed by the toggle bolt manufacturer for the size used.
- G. Except where noted otherwise herein, attachment to wood or material of similar fibrous nature shall be made with lag screws and/or wood screws of required size.
- H. Screws with wooden or plastic plugs, or lead caulking anchors are not acceptable.

## 2.7 ACCESS DOORS AND PANELS

- A. Each Mechanical and Electrical Contractor shall furnish and locate for installation under Prime Construction, all access doors and panels for concealed portions of Mechanical and Electrical work requiring accessibility for operation and maintenance of their installed work.
- B. Minimum door size of 24" x 18" unless shown, specified or approved otherwise.
- C. Sixteen (16) gauge minimum doors with screw fasteners and painted finish. They shall be equal to Inryco/Milcor, Karp Associates as follows:

### WALL OR CEILING SURFACES INRYCO/MILCOR, KARP

Drywall (ceiling)	DW	KSTDW
Drywall (wall)	DW	KDW
Hard Plaster & Ceramic Type	K	DSC-214PL
Unplastered Masonry & Concrete	M	DSC-214M
Acoustic Tile	AT	KST
Security Access Doors	Medium Security	DSB-123SD-MS
	High Security	DSB-123SD

- D. Underwriters "B" label access doors where required for access to shafts, corridors, and where located in fire walls and partitions.
- E. No access panels shall be installed without specific approval of the Engineer as to location. The proposed location of panels of each Contractor shall be reviewed with the Engineer by the General Contractor's Job Superintendent before installation of equipment or panels. Controversies must be resolved at no cost to the Owner.

## 2.8 ANCHOR BOLTS

- A. Mechanical and Electrical Contractors shall provide and set in place at the time foundations, bases or curbs are poured or formed, all necessary anchor bolts as required for the various equipment specified herein. They shall be hook type anchor bolts of



proper size and length to suit the apparatus. Set bolts in pipe sleeves of approximately twice the bolt diameter and of length equal to the embedded length of the bolt, with sleeves terminating flush with finished surfaces of foundations, bases or curbs.

- B. When the equipment is set in its proper position and aligned with the anchor bolts, the space between the anchor bolts and the inside wall of the sleeves shall be completely filled with non-shrink cementitious grout equal to Crystex as manufactured by L & M Construction Chemicals, Inc., Master Builders or approved equal.
- C. Each Contractor shall assume all responsibility for the location of all anchor bolts for the equipment furnished by them under these specifications, and must have a representative present at the time foundations, bases or curbs are poured or formed.
- D. All anchor bolts shall be of sufficient strength to withstand any loading imposed by the attached materials or equipment.

## 2.9 SLEEVES

- A. Each Contractor shall furnish and set all sleeves required for their work and be fully responsible for the final and permanent locations thereof.
- B. Sleeves shall be provided in the following locations:
  - 1. All pipes passing through all cast-in-place concrete construction and masonry walls.
  - 2. All conduits passing through cast-in-place waterproof concrete construction and waterproof masonry walls.
- C. Sleeves shall extend through construction and be finished flush with each surface except where noted otherwise. Each sleeve shall provide for a minimum 1/2" clearance around pipe, or its covering in the instance of pipe covered with insulation.
- D. All sleeves in waterproof walls shall be fitted and sealed with positive hydrostatic "Link Seals" as manufactured by Thunderline Corporation. Sleeves shall be sized accordingly. Link Seals shall be placed around piping and/or conduit and inserted into the void between inner wall of sleeve and piping and/or conduit. Tighten link seals as required for watertight seal.
- E. All sleeves shall be Schedule 40 steel pipe finished with smooth edges. Sleeves in waterproof walls shall be fabricated with minimum 1/4" thick rectangular steel plate placed around mid-point of sleeve, continuously welded to sleeve and then the entire/plate assembly placed into proper position prior to erection of walls. Otherwise sleeves shall be provided with a minimum of three (3) lugs for anchoring.
- F. Voids between sleeves and piping or conduit, where located in fire partitions or masonry walls, shall be packed with mineral fiber rope, with fire-rate link seals or foamed with proper 3M fire-rate fitted foam.
- G. All sleeves shall be set prior to or during erection of walls. Cutting or drilling of walls after erection will not be permitted.



- H. If sleeves are omitted or located incorrectly the particular contractor who is at fault shall at their own expense, engage the trade which originally installed the work to cut and patch to the satisfaction of the Engineer.
- I. Any pipe or conduit that must pass through pre-cast floors and will be exposed in finished areas that have floor drains including areas such as Janitors Closets, Toilet Rooms and the like shall be made watertight by use of "Link Seals" inserted into void between piping and/or conduit and openings thereof.
- J. All openings for piping and conduit in existing masonry or concrete work shall be neatly core-drilled.

#### 2.10 MANUFACTURER'S NAMEPLATES

- A. Each major component of the equipment shall have the manufacturer's name, address, model number and rating on a plate securely affixed in a conspicuous place. The nameplate of a distributing agent is not acceptable. ASME Code ratings, or other data, which is die-stamped into the surface of the equipment, shall be in a visible location.

#### 2.11 PIPING AND EQUIPMENT IDENTIFICATION

- A. Pipe markers shall be "Setmark" snap on type "SNA" as manufactured by "Seton Identification Products", 20 Thompson Road, P.O. Box 819, Branford, CT 06405-0819 (1-800-243-6624). Pipe markers shall comply with OSHA Standards with wording and color coding conforming to ANSI A13.1-1981 scheme for identification of piping otherwise.
- B. Mark all systems of piping with markers on piping system near or on each valve, on 12 foot maximum centers and in every change in direction.
- C. Markers shall indicate the following:
  - 1. Pipe contents in legend form.
  - 2. Size of piping.
  - 3. Direction of flow in piping.
- D. Stenciling in accordance with standards published by the Mechanical Contractors Association of America, Part V may be provided in lieu of pipe markers.
- E. Identify all valves, controls, dampers and other parts of mechanical systems by means of 2" round brass, aluminum or plastic tags. Tags shall have engraved or stamped letters or numbers 1/2" high. Fasten tags securely with brass "S" hooks or chains. Brass tags shall be style 300BL, aluminum tags shall be style 2070 and plastic tags shall be Setonite; all as manufactured by Seton Identification Products.
- F. Provide framed valve chart showing location, number and service or function of each tagged item. Frame charts in approved frame with clear Lucite front, secured to walls in location as directed. Provide two (2) separate copies of each chart, permanently bound and covered as two (2) separate items.

- G. Identify all mechanical and electrical equipment as to nature, service and purpose by means of permanently attached phenolic Setonite nameplates having dull black outside and white core. Nameplates of approved size, beveled edges and engraved through outside to core; as manufactured by Seton Identification Products.
- H. Identify by stenciling similar information thereon, in letters of approved size and working, all concealed mechanical equipment.
- I. Identify all valve locations, on the runners of the ceiling grid with neatly typed and color coordinated labels. Review color selection with Owner and Engineer.

## PART 3 EXECUTION

### 3.1 METHOD OF PROCEDURE

- A. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative locations of the HVAC, BDC Controls and Electrical Systems.
- B. Installation, connection and interconnection of all components of these systems shall be complete and made in accordance with the manufacturer's instructions and best trade practices.
- C. Each Contractor shall erect all parts of equipment to be furnished under their contract at such time and in such manner as not to delay or interfere with other Contractors on the work.
- D. All piping, conduit and duct work shall be plugged as required during construction to prevent entering of dirt.
- E. Before material is ordered or any work performed, each Contractor shall verify all measurements, including lines, grades, pipes, conduit and duct work elevations at the building and shall be responsible for the correctness thereof. No extra compensation will be allowed on account of differences between actual dimensions and measurements and those indicated in the Contract Documents. Any discrepancies discovered shall be submitted to the Architect for consideration before proceeding with the work.
- F. Each Contractor shall lay out their work and be responsible for the establishment of heights, grades, etc., for all interior and exterior piping, drains, fixtures, conduit, duct work, etc., included in Contract Documents, in strict accordance with the intent expressed thereby; and all the physical conditions to be met at the building and finished grade, and shall be responsible for accuracy thereof. The establishment of the location of all work shall be performed in consideration of the finished work. In case of conflict, equipment and/or materials shall be relocated without cost to the Owner, as directed by the Engineer, regardless of which equipment was installed first.
- G. Each Contractor shall cooperate with other Contractors for the proper securing and anchoring of all work included within these specifications. Extraordinary care shall be used in the erection and installation of all equipment and materials to avoid marring

surfaces of the work of other Contractors, as each Contractor will be held financially responsible for all such injury caused by the lack of precaution and due to negligence on the part of their workers.

- H. Do not run pipe or conduit for Mechanical and Electrical Systems in any concrete slab three inches (3") or less in thickness. Do not place any pipe or conduit in any slab where the outside diameter of the pipe or conduit is more than one-quarter the thickness of the slab.
- I. All piping, duct work, conduit and other Mechanical and Electrical materials and equipment shown to be mounted below ceilings are to be kept as close to ceiling areas as possible unless otherwise noted.
- J. Items such as valves, dampers, cleanouts, etc. that will be concealed in construction shall be installed and so arranged as to be fully accessible for adjustment, service and maintenance.

### 3.2 ERECTION AND WORKMANSHIP

- A. Contractor shall adapt their work to job conditions and make such changes as required and permitted by the Architect/Engineer such as moving their work to clear beams, joists, light fixtures, etc., adjusting risers, avoiding interferences with windows and openings, etc., raising or lowering their work to permit the passing of ductwork or the work of other trades etc., as required or as job conditions dictate, without any additional cost to the Building Owner/Tenant.
- B. The workmanship shall be first class in every respect and shall be performed only by skilled mechanics, recognized as such in their respective trades.

### 3.3 PROTECTION

- A. All piping, materials and accessories having finished polished chromium plated surfaces and machines with finished or unpainted surfaces of equipment furnished under these specifications shall be given a thick coat of a neutral protection grease and carefully covered with thick cloth or heavy building paper held securely in place to protect the finish against damage during the entire period of construction. Equipment shall also be protected by use of canvas tarps, vinyl sheeting or similar materials held securely in place.
- B. All openings in pipes, fittings, duct work, conduit and all other materials shall be effectively sealed to exclude dirt, sand, and other foreign materials.
- C. Exercise every precaution to exclude dust, dirt and all other foreign materials from switchgear rooms, transformers, and all mechanical equipment rooms during construction. Rooms and equipment contained therein shall be vacuum cleaned at regular intervals. All relays, meters and mechanical equipment contained with electrical components shall be protected with heavy paper held in place with approved mastic tape to exclude fine dust and particles. Sufficient electric heaters shall be installed and maintained in equipment rooms and transformer compartments to keep equipment dry during construction.

- D. Any such fixtures, equipment or apparatus damaged prior to final acceptance of the work shall be restored to its original condition or replaced with a new one.

### 3.4 CUTTING AND PATCHING

- A. Refer to Specification Section 01 73 29 Cutting and Patching.
- B. Existing construction:
  - 1. The Prime Contractor shall perform all cutting and patching required for the work of all trades.
  - 2. Each of these Contractors shall confer with and give the Prime Contractor complete information as to size of openings in all construction, so that such openings may be provided as the building progresses.
  - 3. If openings are omitted or incorrect through failure of these Contractors to follow these instructions, the particular Contractor shall, at their own expense, engage the trade which originally installed the work to cut and patch to the satisfaction of the Architect.
  - 4. All openings for pipe and conduit shall be neatly core-drilled.

### 3.5 CONCRETE AND MASONRY WORK

- A. Mechanical and Electrical Contractors shall provide all cast-in-place concrete, pre-cast concrete and masonry work (brick and block) required for completion of their contracts.
- B. The Engineer shall review and approve materials used.
- C. Unless shown or specified otherwise, all equipment foundations shall be six inches (6") minimum from floor, of sufficient mass, and secured to the floor.

### 3.6 SUPPORTS

- A. Except where noted otherwise in the specifications and shown on drawings, each Contractor shall provide all materials, equipment supports, supplies and labor necessary as required to adequately support, brace and strengthen equipment and materials furnished as part of their contract.
- B. The design, materials, fabrication and erection of structural steel supports shall conform to "Specification for Design, Fabrication and Erection of Structural Steel for Buildings" of the American Institute of Steel Construction, "Code of Standard Practice for Steel Buildings and Bridges". Welding where required shall conform to "Code of Arc and Gas Welding in Building Construction" of the American Welding Society.
- C. All steel supports shall be primed (primer plus two (2) coats) before and finish-painted after installation.

### 3.7 LINTELS

- A. The General Contractor will furnish and install all lintels required for the installation and completion of all work of Mechanical and Electrical Contractors, provided that the General Contractor is advised in advance of such requirements.
- B. Failure to give proper notice and/or to comply with the above requires the Sub-Contractor involved to be financially liable for all work and material necessary for the completion of required work.

### 3.8 ESCUTCHEONS

- A. Except as noted otherwise, the Mechanical and Electrical Contractors shall provide heavy solid pattern, steel, cast iron or malleable iron escutcheons with set screws and prime coat of paint on all uninsulated piping and conduit exposed to view within structure where passing through floors, partitions, walls or ceilings. Escutcheons are not required in equipment rooms, boiler rooms or other unfinished areas.
- B. For piping with sleeves extending above floor, provide escutcheons with deep recesses.
- C. Provide solid pattern, smooth chrome plated cast brass escutcheons for all chrome plated pipe fixture connections.
- D. Provide nickel plated cast iron escutcheons where pipes pass through toilet rooms, walls or ceilings.
- E. Provide collars of angle fabrication for duct passing through floors, walls and ceilings in finished areas.

### 3.9 MACHINERY GUARDS

- A. Provide approved expanded sheet steel metal guards over all belt drives, couplings and other moving equipment to protect personnel from injury.

### 3.10 FLASHING

- A. Base and counter flashings shall be provided by the respective Contractor where work penetrates roof construction.

### 3.11 PAINTING AND FINISHING

- A. All painting, generally, will be provided by the Prime Contractor, except where specifically noted otherwise in the Mechanical and Electrical Specifications.
- B. Equipment and material furnished with factory enamel finish will not be painted unless finish has been damaged, in which case the equipment or material shall be refinished by the Contractor who furnished it, to the satisfaction of the Engineer.
- C. Do not paint nameplates, labels, tags, stainless steel, or chromium-plated items such as valve stems, motor shafts, levers, handles, trim strips, etc.

- D. Ductwork behind the grilles, registers, diffusers, etc. which is exposed to view through the units, shall be given one (1) coat of primer and a finish coat of flat black paint.
- E. No work shall be allowed to develop rust during the course of the work. Work showing evidence of rust or other corrosion shall be immediately scraped clean and rust primed with an approved primer.

3.12 LUBRICATION

- A. Each Contractor shall be responsible for the proper and necessary lubrication of any items of operating, rotating or moving equipment which they will furnish, install or which must operate as part of the systems on which they work.
- B. When an item of operating equipment is furnished and installed by a Contractor, it will be their responsibility to accomplish the lubrication.
- C. When an item of operating equipment is furnished by one Contractor and the installation by another, it shall be the responsibility of the Contractor furnishing the equipment to apply the lubricants.
- D. All rotating or moving equipment shall be lubricated prior to energizing and operating the equipment. Should the Contractor responsible for the lubrication fail to apply lubricants prior to initial start-up and the equipment is damaged as a result of their negligence, that Contractor shall be required to provide all corrective action necessary including replacement, if required, for the proper operation of equipment.
- E. Lubrication shall be accomplished in the manner prescribed or recommended by the manufacturer of the specific item. For motor driven equipment this precaution of lubrication will apply individually to the driver and the driven.
- F. The lubricants shall be of the type, grade, specification and manufacture as prescribed or recommended by the manufacturer of the specific equipment item.
- G. The Contractor who supplies any item of rotating equipment will have the responsibility of securing written instructions on the lubricating procedure and shall furnish not less than one year's supply of all necessary lubricants properly identified so they can be replaced.
- H. Any moving or rotating equipment furnished by the Owner that is to be installed, reused and/or serviced shall also be lubricated. Except where noted otherwise in the Mechanical and Electrical specifications, the Contractor installing, reusing and or servicing all such equipment shall be responsible for the proper lubrication thereof including obtaining proper lubricating instructions from the various manufacturers involved, furnishing and applying the necessary lubricants and leaving the Owner with a one (1) year's supply of lubricant.

3.13 MECHANICAL - ELECTRICAL COORDINATION

- A. Equipment electrical current characteristics as shown on electrical drawings. Refer to article "Current Characteristics and Load Ratings of Motors and Equipment", Section 16100, ELECTRICAL-BASIC MATERIALS AND METHODS.
- B. The nameplate voltage of all motors furnished with mechanical equipment shall be within the range of the voltage shown for use with the motor as the upper limit, and 5% less than this voltage as the lower limit.
- C. Each Mechanical Contractor shall furnish all motors, float and pressure switches, temperature control, other special automatic controls as noted in the HVAC and Plumbing Specifications, and all motor starters for all equipment furnished under their contract except where noted otherwise.
- D. All starters shall be provided by the electrical contractor. Starters and fuses are sized based on the standard of design for the HVAC equipment. Should any piece of HVAC equipment change in model, size or manufacturer, and subsequently the fuse, overload or starter size be required to be changed, the mechanical contractor, or contractor initiating such change shall bear all costs thereto, of the electrical contractor or any other contractor affected by such change.
- E. All electrical equipment furnished by the Mechanical Contractors shall be as recommended by the Mechanical Equipment manufacturers, in accordance with the Electrical Specification for similar items, and of such type as to work properly with automatic temperature control sequences where required.
- F. The Electrical Contractor shall provide all starters, combination starter disconnects, controllers, push-buttons, safety switches for motors, and wiring from starters to motors and install equipment furnished to them by mechanical contractors, unless otherwise indicated in the Mechanical Specifications.
- G. Where controllers and/or starters are furnished as an integral part of any equipment, the Contractor supplying the equipment shall furnish complete wiring between controllers, starters and motors.
- H. Electrical Contractor shall provide disconnect switches for all equipment under all contracts except where such switches are an integral part of equipment, or specified with such equipment.
- I. Mechanical Contractor shall set all motors and furnish, set and pipe as necessary, float switches, temperature control and other special automatic temperature controls.
- J. Mechanical Contractor shall provide all control wiring specified in their respective section of the specification. The Electrical Contractor shall provide all other wiring required for the completion of the work of the Mechanical Contractors.
- K. Mechanical Contractor shall furnish the Electrical Contractor with complete wiring diagrams as required.



- L. Any electrical work performed by either Mechanical Contractor or their Sub-Contractors shall be performed in accordance with the requirements of the ELECTRICAL Section of these specifications.

3.14 ELECTRICAL MOTORS AND STARTERS

- A. All motors furnished by Mechanical Contractors, unless specified to the contrary in Mechanical Specifications, shall conform to the following requirements:
  - 1. Characteristics, dimensions, tolerances, temperature rise, insulation, rating, noise, vibration, and all other characteristics in accordance with the latest standards of IEEE or NEMA.
  - 2. Unless required by the driven unit, motors shall have normal starting torque, NEMA Design B characteristics. Horsepower rating of motor shall be equal to or greater than that required by driven equipment. Current density design of motor rating shall be limited so that overload protection provided by standard motor starters will be adequate to prevent damaging overheating during stall, single phasing or slightly prolonged acceleration.
  - 3. Use NEMA Class A or B insulation with motor frames amply sized to prove 1.15 service factor and an ambient of 40°C. maximum. Insulation systems shall be designed for an average life of 60,000 hours.
  - 4. Each motor shall be mounted on the same bedplate as the equipment driven and be complete with pulleys, slide rails or flexible couplings as required.
  - 5. Each Contractor is responsible in each instance for the proper selection of motors of suitable characteristics with details submitted for approval to the Engineer prior to installation.
- B. All starters furnished by all Contractors shall conform with the following requirements, unless specified to the contrary in the Electrical Specifications:
  - 1. All starters for 3-phase equipment shall be fully enclosed, across-the-line type equipped with thermal overload protection for all three phases, low voltage protection, and necessary auxiliary contacts as required and indicating pilot lights. Starters which are controlled automatically shall have two-wire control with "ON-OFF-AUTO" switches. Starters which are controlled manually shall have 3-wire control with Start-Stop pushbuttons.
  - 2. All 3-phase starters remotely controlled shall have 120 volt coils and control transformers with disconnecting means.
  - 3. Starters for single phase motors shall be manual toggle switches with thermal overload protection and pilot light. Omit pilot light for unit heaters.
  - 4. General Purpose NEMA-1 enclosure for indoor use under normal atmospheric conditions. Watertight enclosure NEMA-4 or NEMA-5 for outdoor use or where starters are subjected to the splashing or dripping of water. Explosion-proof enclosure NEMA-7, 9 or 12 for dusty or hazardous locations as required by Article 500 of the National Electrical Code.
- C. All controllers, starters and other electrical components furnished as an integral part of any apparatus shall be furnished complete with integral wiring as required.

- D. So far as is practicable, all motors starters shall be of one manufacturer. Equal to Square D, Siemens or Cutler Hammer.
- E. Submit motor and starter data sheet.
- F. Refer to Specification Section 16100 for further starter requirements.

### 3.15 ELECTRICAL PROVISIONS FOR PACKAGED MECHANICAL EQUIPMENT

- A. Unless otherwise noted in Mechanical Specifications, all packaged equipment furnished by Mechanical Contractors shall be complete with the following electrical provisions:
  - 1. General compliance with provisions of the preceding Article, ELECTRICAL MOTORS AND STARTERS.
  - 2. All refrigeration compressor motors shall operate at 90% minimum power factor.
  - 3. Starting electrical characteristics of all motors and/or starters as approved by local utility company and Electrical Engineer.
- B. Local and National NBFU approved, factory installed and wired starting, operating and control equipment, terminating in terminal strip for single power wiring connections by Electrical Contractor/Sub-Contractor where required. These provisions shall conform with the ELECTRICAL Section of these specifications, generally and specifically, they shall include approved branch fuses for branch power circuits.

### 3.16 REMOVAL AND RELOCATION

- A. Mechanical and Electrical Contractors shall perform all removal and relocation work required for completion of systems in their contracts.
- B. Removals shown on drawings are a general indication only, and may not necessarily indicate the full extent of removals which may be required to complete this work.
- C. Where existing partitions, walls, ceilings and floors are to be removed, all ducts, piping, conduits, materials, fixtures and equipment attached or fastened thereto or within shall be carefully removed.
- D. Where work under this contract interferes with the existing construction, duct work, piping, conduit or equipment, remove all such materials and reroute to clear the obstruction. Provide additional piping, conduits, ducts, and material of the same design and quality if the piping and/or conduit is to be continued in use.
- E. Disconnect and remove all accessible piping, conduit, duct work, materials, fixtures and equipment not required in the new systems. Plug all outlets at the main or riser connection.
- F. Removed materials not desired by the Owner and not to be reset and not specified nor indicated to be reused, shall become the property of the Contractor and shall be promptly removed from site.

G. All demolition work is subject to the direction and approval of the Architect and shall be performed in such manner as not to interfere with the normal operation of the building.

H. Equipment Pad Removal:

1. The Mechanical/Electrical Contractor shall remove all concrete pads and equipment support structure material not indicated or specified for reuse. Concrete pads shall be removed to one (1) inch below adjacent concrete floor surface.
2. Reinforcement and anchor bolts shall be cut off at or below level of pad removal.

a. Resurface area level with adjacent concrete floor surface using a heavy duty aggregate concrete topping consisting of Portland cement Type I or Type III conforming to ASTM C150 with aggregate graded by weight to pass sieves as follows:

Fine	(Thin Coat) or	Coarse	(Heavy Coat)
3/8"	100%	1/2"	100%
No. 4	95 - 100%	3/8"	30 - 50%
No. 8	65 - 80%	No. 4	0 - 15%
No. 16	45 - 65%	No. 8	0 - 5%
No. 30	25 - 45%		
No. 100	0 - 5%		

b. Topping mix shall contain a high range water reducing admixture (super plasticizer) ASTM C494, Type F or Type G.

c. Contractor shall coat surface with epoxy bonding agent prior to application of concrete topping.

d. Mix design shall produce a heavy duty concrete topping with the following characteristics:

Compressive Strength	5000 psi at 28 days
Slump	8" maximum
Water to Cement Ratio	0.44.

### 3.17 DEMOLITION

A. Disconnect, demolish, and remove Work specified in Division 15 Sections.

B. If pipe, ductwork, insulation, or equipment to remain is damaged or disturbed, remove damaged portions and install new products of equal capacity and quality.

C. Accessible Work: Remove indicated exposed pipe and ductwork in its entirety.

D. Work Abandoned in Place: Cut and remove underground pipe a minimum of 2 inches beyond face of adjacent construction. Cap and patch surface to match existing finish.

E. Removal: Remove indicated equipment from Project site.

- F. Temporary Disconnection: Remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation.

3.18 MECHANICAL WORK EXPOSED TO WEATHER

- A. General: Provide protection for the ferrous metal portions of mechanical work exposed to weather including equipped fans, piping and accessories, supports and other items.

3.19 SAFETY MEASURES TO BE TAKEN

- A. The Architect/Engineer has not been retained nor compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform their work. The Contractor will be solely and completely responsible for conditions of the job site, including safety of the people and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The Architect's/Engineer's observations of the Contractor's performance are not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site. It shall be the Contractor's responsibility to comply with "Safety and Health Regulations for Construction", Volume 36, No. 75, part II of the Federal Register by the U.S. Department of Labor. Contractor shall be responsible for providing any such safety measures and shall consult with the State or Federal Safety Inspector for interpretation whenever in doubt as to whether safe conditions do or do not exist; or whether they are or are not in compliance with State or Federal Regulations.

3.20 MANUFACTURER'S RECOMMENDATIONS

- A. The materials and/or equipment shall be installed in accordance with manufacturer's recommendations and instructions.

3.21 INTERFERENCES

- A. Before making any installation, the work of the trades must be coordinated and the necessary changes shall be made to avoid interferences or improper effect on work to be performed by any other Section. In the event that interferences develop, the Architect's/Engineer's decision will be final and no additional compensation will be allowed for moving of misplaced piping, ducts, conduit and/or equipment.

3.22 CLEANING

- A. Premises shall be maintained in an orderly fashion at all times during the construction period. Remove any cartons, containers, crates, etc., as soon as their contents have been removed, and remove the debris as soon as possible.
- B. Each Contractor and/or Sub-Contractor who is responsible for execution of individual sections of work shall be responsible for the following:
1. Removal of all lumber, refuse, metal, piping and debris from site resulting from their work.

2. Cleaning drippings resulting from their work, etc., from finished work of other trades.
  3. Cleaning, polishing, waxing of their work as required.
  4. The cartons, debris, etc., shall be removed from the site and premises at the sole expense of the Contractor.
- C. After testing, and acceptance of all work by the Architect/Engineer and the Owner, each Contractor shall thoroughly clean all equipment and material involved in their Contract to the satisfaction of the Architect/Engineer.
- D. At the completion of the work, the Contractor shall clean the work, equipment, etc. free from dust, etc., and leave the work area in good housekeeping fashion in a manner acceptable to the Building Owner's/Tenant's Representative.
- E. All heating and cooling coils shall be free of residue and oil prior to start-up. Any extraneous cleaning and venting of the facilities caused by a failure to clean coils shall be the direct responsibility of the Mechanical Contractor.
- 3.23 OPERATING WITHOUT FILTERS
- A. Do not operate or permit supply system to be operated without filters.
- B. When directed, during construction period operate system with the filters in place and the caulking complete.
- C. Clean inside of ducts and equipment and perform the repairs with filters in place and the caulking of filter frames complete.
- D. After construction is finished, replace the filters with second set of clean filters.
- 3.24 TEMPORARY HEATING
- A. The Contractor shall make provisions for the use of any permanent heating equipment, ducts and fan systems required for temporary heat as soon as the building is enclosed, during the heating season.
- B. The Contractor will be responsible for any heating and ventilating equipment used and shall pay for any labor and fuel required for their operation.
- C. Under no circumstances shall any items of new air handling equipment be operated for temporary heat or ventilation without filters in place. If the unit is used before construction is completed, the filters shall be replaced before the building is accepted by the Building Owner/Tenant. This set of filters shall not be considered as the spare set of filters hereinafter specified.
- 3.25 TEMPORARY LIGHT AND POWER
- A. The Contractor shall provide temporary light and power feeders throughout the building during the construction as specified in the GENERAL CONDITIONS.

## 3.26 EXTRA MATERIALS

- A. Filter Media:
- B. Furnish two (2) extra complete sets of the specified filter media for each air-handling unit to be used after the construction phase. One (1) set shall be installed after the construction phase set has been removed and the second set shall be turned over to the Building Owner/Tenant at the time of Building Owner's/Tenant's acceptance of the air handling system.
- C. Fan Belts:
  - 1. Furnish one (1) set of spare fan belts of proper size and type for each main air handling system. Spare belts shall be turned over to the Building Owner/Tenant at the time of Building Owner's/Tenant's acceptance of the air handling system.

## 3.27 START UP AND SERVICING OF EQUIPMENT AND SYSTEMS

- A. After work has been completed under the Mechanical and Electrical contracts, and prior to final acceptance tests, each Contractor shall have manufacturers or their authorized agents of the equipment and material installed, completely check their equipment and put it into actual operation. In each case, the respective Contractor shall have the manufacturers thoroughly check the complete installation of the equipment produced by them for proper and correct operation under the service intended.
- B. Six (6) months after final acceptance of the work under each of the Mechanical and Electrical contracts, each of the Contractors shall have the manufacturers again check their equipment for proper operation and lubrication. Coincidentally, these contractors shall assure that the building custodian is properly instructed in the servicing of the equipment.
- C. Prior to expiration of the guarantee period, each contractor shall check all equipment, materials and systems installed under their contract, make necessary adjustments and/or replacement, and leave systems in first class operating condition.

## 3.28 EXCAVATION AND BACKFILLING

- A. Each Contractor shall perform all excavation, backfilling and pumping necessary for completion of work under their contract, unless noted otherwise. All excavation shall be considered classified.
- B. Remove from premises, or deposit as directed by the Engineer, all material excavated and not required or suitable for backfilling.
- C. Carefully remove and store topsoil, shrubbery and sod until underground work is complete and trenches are backfilled and then re-install. Replace any damaged items to the satisfaction of the Engineer.
- D. Trench depth shall allow adequate cover over piping, ducts and conduit. Walls shall be perpendicular to the top of piping and ducts and conduit trench bottoms shall be



instrument graded in the direction of flow as required. Earth shall be scooped out under pipe hubs to provide a solid bearing for the pipe duct or conduit on undisturbed earth. Cinder fill, stones or bricks beneath piping duct or conduit are prohibited.

- E. Each Contractor shall provide sheathing, shoring and bracing in accordance with OSHA and local authorities' safety regulations as necessary to complete their excavation and backfilling work. They shall exercise every precaution necessary to prevent accident injury or death to any human and damage to property of others. Remove all sheathing, shoring and bracing upon completion of work.
- F. It shall be the responsibility of each Contractor to check with the various utility companies for location of their facilities in the work area and make the necessary arrangements to avoid damage to their property. Each Contractor is responsible for damage during excavation to existing piping or equipment. Such damage shall be repaired promptly without cost to the Owner.
- G. Backfill after inspection and approval. Backfill shall be made with clean earth, free from rocks, frozen particles, debris or other foreign materials. Deposit in uniform layers not over six inches (6") thick with each layer mechanically tamped before the next layer is applied. When approved backfill material is not available from the site, each Contractor, at their own expense, shall provide additional select backfill to complete installation. Partial backfill on piping with all joints exposed is mandatory for all underground gas and underground domestic water systems. Final backfill only after testing procedures have been approved.
- H. All trenches that pass under wall foundations shall be backfilled with lean concrete, full height, directly under wall footing, and at a 1:1 slope away from wall or column footing. Trenches that are parallel with and deeper than wall foundations shall be backfilled with lean concrete on a 1:1 slope away from the bottom of the wall or column footing.
- I. Each Contractor shall perform all cutting and patching to sidewalks, curbs, bituminous paving, walls, etc. required by performance of excavation and backfilling. Install and maintain temporary paving as directed by the Engineer. Make repairs to sidewalks in complete blocks, partial patching will not be acceptable. Provide all materials for patching in strict accordance with applicable Articles of the General Construction Specifications.
- J. Where rock is encountered during installation of underground piping systems, carry trenches to a point six inches (6") below invert of pipe and provide a six inch (6") layer of crushed stone or gravel as a cushion.
- K. All excavation work shall include all pumping equipment, materials and labor necessary to keep all excavations free of water. Provide well points as required with disposition of water as directed by the Engineer.
- L. Each Contractor shall provide suitable indemnity for all accidents to humans, animals or equipment caused by their excavating and backfilling work. They shall provide suitable guards, barricades, lights, red lanterns or flares and take the necessary precaution for an approved and safe installation. All trenches shall be backfilled at the end of each



working day. Where a trench must be left open, provide coverings of adequate size and strength over entire open area.

### 3.29 LABELING AND IDENTIFYING

- A. Piping Systems: Install pipe markers on each system. Include arrows showing normal direction of flow.
1. Plastic markers, with application systems. Install on insulation segment if required for hot, uninsulated piping.
  2. Locate pipe markers as follows if piping is exposed in finished spaces, machine rooms, and accessible maintenance spaces, such as shafts, tunnels, plenums, and exterior non-concealed locations:
    - a. Near each valve and control device.
    - b. Near each branch, excluding short takeoffs for fixtures and terminal units. Mark each pipe at branch, if flow pattern is not obvious.
    - c. Near locations if pipes pass through walls, floors, ceilings, or enter non-accessible enclosures.
    - d. At access doors, manholes, and similar access points that permit view of concealed piping.
    - e. Near major equipment items and other points of origination and termination.
    - f. Spaced at maximum of 12-foot intervals along each run.
    - g. On piping above removable acoustical ceilings, except omit intermediary spaced markers.
    - h. Special "Asbestos-Free" markers must be spaced at a maximum of 50-foot intervals.
- B. Equipment: Install engraved plastic-laminate sign or equipment marker on or near each major item of mechanical equipment.
1. Lettering Size: Minimum 1/4-inch high lettering for name of unit if viewing distance is less than 24 inches, 1/2-inch high lettering for distances up to 72 inches, and proportionately larger lettering for greater distances. Provide secondary lettering two-thirds to three-fourths of size of principal lettering.
  2. Text of Signs: Provide name of identified unit. Include text to distinguish between multiple units, inform user of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.
- C. Duct Systems: Identify air supply, return, exhaust, intake, and relief ducts with duct markers; or provide stenciled signs and arrows, showing duct system service and direction of flow.
1. Location: In each space, if ducts are exposed or concealed by removable ceiling system, locate signs near points where ducts enter into space and at maximum intervals of 50 feet.

- D. Adjusting: Relocate identifying devices as necessary for unobstructed view in finished construction.

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## SECTION 23 05 13

### COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes general requirements for single-phase and polyphase, general purpose, horizontal, small and medium, squirrel-cage induction motors for use on ac power systems up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.

##### 1.2 COORDINATION

- A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:
  - 1. Motor controllers.
  - 2. Torque, speed, and horsepower requirements of the load.
  - 3. Ratings and characteristics of supply circuit and required control sequence.
  - 4. Ambient and environmental conditions of installation location.

#### PART 2 - PRODUCTS

##### 2.1 GENERAL MOTOR REQUIREMENTS

- A. Comply with NEMA MG 1 unless otherwise indicated.

##### 2.2 MOTOR CHARACTERISTICS

- A. Duty: Continuous duty at ambient temperature of 40 deg C and at altitude of 3300 feet above sea level.
- B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

##### 2.3 POLYPHASE MOTORS

- A. Description: NEMA MG 1, Design B, medium induction motor.
- B. Efficiency: Energy efficient, as defined in NEMA MG 1.

- C. Service Factor: 1.15.
- D. Multispeed Motors: Variable torque.
  - 1. For motors with 2:1 speed ratio, consequent pole, single winding.
  - 2. For motors with other than 2:1 speed ratio, separate winding for each speed.
- E. Rotor: Random-wound, squirrel cage.
- F. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.
- G. Temperature Rise: Match insulation rating.
- H. Insulation: Class F.
- I. Code Letter Designation:
  - 1. Motors 15 HP and Larger: NEMA starting Code F or Code G.
  - 2. Motors Smaller than 15 HP: Manufacturer's standard starting characteristic.
- J. Enclosure Material: Cast iron for motor frame sizes 324T and larger; rolled steel for motor frame sizes smaller than 324T.

#### 2.4 POLYPHASE MOTORS WITH ADDITIONAL REQUIREMENTS

- A. Motors Used with Reduced-Voltage and Multispeed Controllers: Match wiring connection requirements for controller with required motor leads. Provide terminals in motor terminal box, suited to control method.
- B. Motors Used with Variable Frequency Controllers: Ratings, characteristics, and features coordinated with and approved by controller manufacturer.
  - 1. Windings: Copper magnet wire with moisture-resistant insulation varnish, designed and tested to resist transient spikes, high frequencies, and short time rise pulses produced by pulse width modulated inverters.
  - 2. Energy- and Premium-Efficient Motors: Class B temperature rise; Class F insulation.
  - 3. Inverter Duty Motors: Class F temperature rise; Class H insulation.
  - 4. Thermal Protection: Comply with NEMA MG 1 requirements for thermally protected motors.

#### 2.5 SINGLE-PHASE MOTORS

- A. Motors larger than 1/20 hp shall be one of the following, to suit starting torque and requirements of specific motor application:
  - 1. Permanent-split capacitor.
  - 2. Split phase.
  - 3. Capacitor start, inductor run.
  - 4. Capacitor start, capacitor run.

- B. Multispeed Motors: Variable-torque, permanent-split-capacitor type.
- C. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
- D. Motors 1/20 HP and Smaller: Shaded-pole type.
- E. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device shall automatically reset when motor temperature returns to normal range.

PART 3 - EXECUTION (Not Applicable)

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**SECTION 23 05 19**

**METERS AND GAGES FOR HVAC PIPING**

**PART 1 - GENERAL**

**1.1 SUMMARY**

**A. Section Includes:**

1. Bimetallic-actuated thermometers.
2. Thermowells.
3. Dial-type pressure gages.
4. Gage attachments.

**1.2 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Wiring Diagrams: For power, signal, and control wiring.
- C. Product certificates.
- D. Operation and maintenance data.

**PART 2 - PRODUCTS**

**2.1 BIMETALLIC-ACTUATED THERMOMETERS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  1. Ashcroft Inc.
  2. Terice, H. O. Co.
  3. Weiss Instruments, Inc.
  4. Dwyer Instruments, Inc.
- B. Standard: ASME B40.200.
- C. Case: Liquid-filled and sealed type(s); stainless steel with 5-inch nominal diameter.
- D. Dial: Non-reflective aluminum with permanently etched scale markings and scales in deg F.
- E. Connector Type(s): Union joint, adjustable angle, with unified-inch screw threads.
- F. Connector Size: 1/2 inch, with ASME B1.1 screw threads.

- G. Stem: 0.25 or 0.375 inch in diameter; stainless steel.
- H. Window: Plain glass.
- I. Ring: Stainless steel.
- J. Element: Bimetal coil.
- K. Pointer: Dark-colored metal.
- L. Accuracy: Plus or minus 1 percent of scale range.

## 2.2 THERMOWELLS

### A. Thermowells:

1. Standard: ASME B40.200.
2. Description: Pressure-tight, socket-type fitting made for insertion into piping tee fitting.
3. Material for Use with Copper Tubing: CNR or CUNI.
4. Material for Use with Steel Piping: CRES or CSA.
5. Type: Stepped shank unless straight or tapered shank is indicated.
6. External Threads: NPS 1/2, ASME B1.20.1 pipe threads.
7. Internal Threads: 1/2, with ASME B1.1 screw threads.
8. Bore: Diameter required to match thermometer bulb or stem.
9. Insertion Length: Length required to match thermometer bulb or stem.
10. Lagging Extension: Include on thermowells for insulated piping and tubing.
11. Bushings: For converting size of thermowells internal screw thread to size of thermometer connection.

### B. Heat-Transfer Medium: Mixture of graphite and glycerin.

## 2.3 PRESSURE GAGES

1. Direct-Mounted, Metal-Case, Dial-Type Pressure Gages:
2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - a. Ashcroft Inc.
  - b. Terice, H. O. Co.
  - c. Weiss Instruments, Inc.
  - d. Dwyer Instruments, Inc.
3. Standard: ASME B40.100.
4. Case: Liquid-filled cast aluminum or drawn steel; 4-1/2-inch nominal diameter.
5. Pressure-Element Assembly: Bourdon tube unless otherwise indicated.
6. Pressure Connection: Brass, with NPS 1/2, ASME B1.20.1 pipe threads and bottom-outlet type unless back-outlet type is indicated.
7. Movement: Mechanical, with link to pressure element and connection to pointer.
8. Dial: Nonreflective aluminum with permanently etched scale markings graduated in psi.
9. Pointer: Dark-colored metal.

10. Window: Glass.
11. Ring: Stainless steel.
12. Accuracy: Grade A, plus or minus 1 percent of middle half of scale range.

## 2.4 GAGE ATTACHMENTS

- A. Snubbers: ASME B40.100, brass; with NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads and piston-type surge-dampening device. Include extension for use on insulated piping.
- B. Siphons: Loop-shaped section of stainless-steel pipe with NPS 1/4 or NPS 1/2 pipe threads.
- C. Valves: Brass or stainless-steel needle, with NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install thermowells with socket extending to center of pipe and in vertical position in piping tees.
- B. Install thermowells of sizes required to match thermometer connectors. Include bushings if required to match sizes.
- C. Install thermowells with extension on insulated piping.
- D. Fill thermowells with heat-transfer medium.
- E. Install remote-mounted thermometer bulbs in thermowells and install cases on panels; connect cases with tubing and support tubing to prevent kinks. Use minimum tubing length.
- F. Install direct-mounted pressure gages in piping tees with pressure gage located on pipe at the most readable position.
- G. Install remote-mounted pressure gages on panel.
- H. Install valve and snubber in piping for each pressure gage for fluids (except steam).
- I. Install permanent indicators on walls or brackets in accessible and readable positions.
- J. Install connection fittings in accessible locations for attachment to portable indicators.
- K. Install thermometers in the following locations:
  1. Inlet and outlet of each hydronic coil in air-handling units.
- L. Install pressure gages in the following locations:
  1. Discharge of each pressure-reducing valve.
  2. Inlet and outlet of each chiller chilled-water connection.

3. Suction and discharge of each pump.

### 3.2 CONNECTIONS

- A. Install meters and gages adjacent to machines and equipment to allow service and maintenance of meters, gages, machines, and equipment.

### 3.3 ADJUSTING

- A. After installation, calibrate meters according to manufacturer's written instructions.
- B. Adjust faces of meters and gages to proper angle for best visibility.

### 3.4 THERMOMETER SCHEDULE

- A. Thermometers at inlet and outlet of each hydronic zone shall be the following:
  1. Liquid-filled, bimetallic-actuated type.
- B. Thermometers at inlet and outlet of each hydronic boiler shall be the following:
  1. Liquid-filled, bimetallic-actuated type.
- C. Thermometers at inlets and outlets of each chiller shall be the following:
  1. Liquid-filled, bimetallic-actuated type.
- D. Thermometers at inlet and outlet of each hydronic coil in air-handling units and built-up central systems shall be the following:
  1. Liquid-filled, bimetallic-actuated type.
- E. Thermometer stems shall be of length to match thermowell insertion length.

### 3.5 THERMOMETER SCALE-RANGE SCHEDULE

- A. Scale Range for Chilled-Water Piping: 0 to 100 deg F.
- B. Scale Range for Heating, Hot-Water Piping: 0 to 250 deg F.

### 3.6 PRESSURE-GAGE SCHEDULE

- A. Pressure gages at discharge of each pressure-reducing valve shall be one of the following:
  1. Liquid-filled, direct-mounted, metal case.
- B. Pressure gages at inlet and outlet of each chiller chilled-water connection shall be the following:

1. Liquid-filled, direct-mounted, metal case.
- C. Pressure gages at suction and discharge of each pump shall be the following:
  1. Liquid-filled, direct-mounted, metal case.

3.7 PRESSURE-GAGE SCALE-RANGE SCHEDULE

- A. Scale Range for Chilled-Water Piping: 0 to 160 psi.
- B. Scale Range for Heating, Hot-Water Piping: 0 to 160 psi.

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**SECTION 23 05 93**

**TESTING, ADJUSTING, AND BALANCING FOR HVAC**

**PART 1 - GENERAL**

**1.1 SUMMARY**

**A. Section Includes:**

1. Balancing Air Systems:
  - a. Constant-volume air systems.
  - b. Variable-air-volume systems.
2. Balancing Hydronic Piping Systems:
  - a. Constant-flow hydronic systems.
  - b. Variable-flow hydronic systems.

**1.2 DEFINITIONS**

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.
- E. TAB Specialist: An independent entity meeting qualifications to perform TAB work.
- F. TDH: Total dynamic head.

**1.3 SUBMITTALS**

- A. Strategies and Procedures Plan: Within 30 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.
- B. Certified TAB reports.

**1.4 QUALITY ASSURANCE**

- A. TAB Specialists Qualifications: Certified by AABC, NEBB or TABB.



1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC, NEBB or TABB.
  2. TAB Technician: Employee of the TAB specialist and certified by AABC, NEBB or TABB as a TAB technician.
- B. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
- C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 7.2.2 "Air Balancing."
- D. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.
- B. Examine installed systems for balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine ceiling plenums and underfloor air plenums used for supply, return, or relief air to verify that they are properly separated from adjacent areas. Verify that penetrations in plenum walls are sealed and fire-stopped if required.
- F. Examine equipment performance data including fan and pump curves.
  1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
  2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.

- G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- H. Examine test reports specified in individual system and equipment Sections.
- I. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, filters are clean, and equipment with functioning controls is ready for operation.
- J. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
- K. Examine strainers. Verify that startup screens have been replaced by permanent screens with indicated perforations.
- L. Examine control valves for proper installation for their intended function of throttling, diverting, or mixing fluid flows.
- M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- N. Examine system pumps to ensure absence of entrained air in the suction piping.
- O. Examine operating safety interlocks and controls on HVAC equipment.
- P. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

### 3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures for balancing the systems.
- B. Perform system readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:
  - 1. Airside:
    - a. Duct systems are complete with terminals installed.
    - b. Volume, smoke, and fire dampers are open and functional.
    - c. Clean filters are installed.
    - d. Fans are operating, free of vibration, and rotating in correct direction.
    - e. Variable-frequency controllers' startup is complete and safeties are verified.
    - f. Automatic temperature-control systems are operational.
    - g. Ceilings are installed.
    - h. Windows and doors are installed.
    - i. Suitable access to balancing devices and equipment is provided.
  - 2. Hydronics:

- a. Verify leakage and pressure tests on water distribution systems have been satisfactorily completed.
- b. Piping is complete with terminals installed.
- c. Water treatment is complete.
- d. Systems are flushed, filled, and air purged.
- e. Strainers are pulled and cleaned.
- f. Control valves are functioning per the sequence of operation.
- g. Shutoff and balance valves have been verified to be 100 percent open.
- h. Pumps are started and proper rotation is verified.
- i. Pump gage connections are installed directly at pump inlet and outlet flanges or in discharge and suction pipe prior to valves or strainers.
- j. Variable-frequency controllers' startup is complete and safeties are verified.
- k. Suitable access to balancing devices and equipment is provided.

### 3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance", NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" or SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and in this Section.
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedure.
  1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
  2. After testing and balancing, install test ports and duct access doors that comply with requirements in Section 230300 "Air Duct Accessories."
  3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 230713 "Duct Insulation," and Section 230719 "HVAC Piping Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

### 3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Cross-check the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.

- E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling-unit components.
- L. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

### 3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
  - 1. Measure total airflow.
    - a. Set outside-air, return-air, and relief-air dampers for proper position that simulates minimum outdoor-air conditions.
    - b. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.
    - c. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
    - d. If a reliable Pitot-tube traverse or coil traverse is not possible, measure airflow at terminals and calculate the total airflow.
  - 2. Measure fan static pressures as follows:
    - a. Measure static pressure directly at the fan outlet or through the flexible connection.
    - b. Measure static pressure directly at the fan inlet or through the flexible connection.
    - c. Measure static pressure across each component that makes up the air-handling system.
    - d. Report artificial loading of filters at the time static pressures are measured.
  - 3. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
  - 4. Obtain approval from Engineer for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.

5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows.
  1. Measure airflow of submain and branch ducts.
  2. Adjust submain and branch duct volume dampers for specified airflow.
  3. Re-measure each submain and branch duct after all have been adjusted.
- C. Adjust air inlets and outlets for each space to indicated airflows.
  1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
  2. Measure inlets and outlets airflow.
  3. Adjust each inlet and outlet for specified airflow.
  4. Re-measure each inlet and outlet after they have been adjusted.

### 3.6 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare test reports for pumps, coils, and heat exchangers. Obtain approved submittals and manufacturer-recommended testing procedures. Crosscheck the summation of required coil and heat exchanger flow rates with pump design flow rate.
- B. Prepare schematic diagrams of systems' "as-built" piping layouts.
- C. In addition to requirements in "Preparation" Article, prepare hydronic systems for testing and balancing as follows:
  1. Check liquid level in expansion tank.
  2. Check highest vent for adequate pressure.
  3. Check flow control valves for proper position.
  4. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
  5. Verify that motor starters are equipped with properly sized thermal protection.
  6. Check that air has been purged from the system.

### 3.7 PROCEDURES FOR CONSTANT-FLOW HYDRONIC SYSTEMS

- A. Adjust pumps to deliver total design gpm.
  1. Measure total water flow.
    - a. Position valves for full flow through coils.
    - b. Measure flow by main flow meter, if installed.
    - c. If main flow meter is not installed, determine flow by pump TDH or exchanger pressure drop.

2. Measure pump TDH as follows:
  - a. Measure discharge pressure directly at the pump outlet flange or in discharge pipe prior to any valves.
  - b. Measure inlet pressure directly at the pump inlet flange or in suction pipe prior to any valves or strainers.
  - c. Convert pressure to head and correct for differences in gage heights.
  - d. Verify pump impeller size by measuring the TDH with the discharge valve closed. Note the point on manufacturer's pump curve at zero flow, and verify that the pump has the intended impeller size.
  - e. With valves open, read pump TDH. Adjust pump discharge valve until design water flow is achieved.
3. Monitor motor performance during procedures and do not operate motor in an overloaded condition.
- B. Adjust flow-measuring devices installed in mains and branches to design water flows.
  1. Measure flow in main and branch pipes.
  2. Adjust main and branch balance valves for design flow.
  3. Re-measure each main and branch after all have been adjusted.
- C. Adjust flow-measuring devices installed at terminals for each space to design water flows.
  1. Measure flow at terminals.
  2. Adjust each terminal to design flow.
  3. Re-measure each terminal after it is adjusted.
  4. Position control valves to bypass the coil, and adjust the bypass valve to maintain design flow.
  5. Perform temperature tests after flows have been balanced.
- D. For systems with pressure-independent valves at terminals:
  1. Measure differential pressure and verify that it is within manufacturer's specified range.
  2. Perform temperature tests after flows have been verified.
- E. For systems without pressure-independent valves or flow-measuring devices at terminals:
  1. Measure and balance coils by either coil pressure drop or temperature method.
  2. If balanced by coil pressure drop, perform temperature tests after flows have been verified.
- F. Verify final system conditions as follows:
  1. Re-measure and confirm that total water flow is within design.
  2. Re-measure final pumps' operating data, TDH, volts, amps, and static profile.
  3. Mark final settings.
- G. Verify that memory stops have been set.

## 3.8 TOLERANCES

- A. Set HVAC system's airflow rates and water flow rates within the following tolerances:
1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent
  2. Air Outlets and Inlets: Plus or minus 7.5 percent.
  3. Heating-Water Flow Rate: Plus or minus 10 percent.
  4. Cooling-Water Flow Rate: Plus or minus 10 percent.
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

## 3.9 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
  2. Include a list of instruments used for procedures, along with proof of calibration.
  3. Certify validity and accuracy of field data.
- B. Final Report Contents: In addition to certified field-report data, include the following:
1. Pump curves.
  2. Fan curves.
  3. Manufacturers' test data.
  4. Field test reports prepared by system and equipment installers.
  5. Other information relative to equipment performance; do not include Shop Drawings and Product Data.
- C. General Report Data: In addition to form titles and entries, include the following data:
1. Title page.
  2. Name and address of the TAB specialist.
  3. Project name.
  4. Project location.
  5. Architect's name and address.
  6. Engineer's name and address.
  7. Contractor's name and address.
  8. Report date.
  9. Signature of TAB supervisor who certifies the report.
  10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
  11. Summary of contents including the following:
    - a. Indicated versus final performance.
    - b. Notable characteristics of systems.
    - c. Description of system operation sequence if it varies from the Contract Documents.



12. Nomenclature sheets for each item of equipment.
  13. Data for terminal units, including manufacturer's name, type, size, and fittings.
  14. Notes to explain why certain final data in the body of reports vary from indicated values.
  15. Test conditions for fans and pump performance forms including the following:
    - a. Settings for outdoor-, return-, and exhaust-air dampers.
    - b. Conditions of filters.
    - c. Cooling coil, wet- and dry-bulb conditions.
    - d. Face and bypass damper settings at coils.
    - e. Fan drive settings including settings and percentage of maximum pitch diameter.
    - f. Inlet vane settings for variable-air-volume systems.
    - g. Settings for supply-air, static-pressure controller.
    - h. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
1. Quantities of outdoor, supply, return, and exhaust airflows.
  2. Water and steam flow rates.
  3. Duct, outlet, and inlet sizes.
  4. Pipe and valve sizes and locations.
  5. Terminal units.
  6. Balancing stations.
  7. Position of balancing devices.
- E. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:
1. Unit Data:
    - a. Unit identification.
    - b. Location.
    - c. Make and type.
    - d. Model number and unit size.
    - e. Manufacturer's serial number.
    - f. Unit arrangement and class.
    - g. Discharge arrangement.
    - h. Sheave make, size in inches, and bore.
    - i. Center-to-center dimensions of sheave and amount of adjustments in inches.
    - j. Number, make, and size of belts.
    - k. Number, type, and size of filters.
  2. Motor Data:
    - a. Motor make, and frame type and size.
    - b. Horsepower and rpm.
    - c. Volts, phase, and hertz.
    - d. Full-load amperage and service factor.
    - e. Sheave make, size in inches, and bore.
    - f. Center-to-center dimensions of sheave and amount of adjustments in inches.
  3. Test Data (Indicated and Actual Values):

- a. Total airflow rate in cfm.
- b. Total system static pressure in inches wg.
- c. Fan rpm.
- d. Discharge static pressure in inches wg.
- e. Filter static-pressure differential in inches wg.
- f. Preheat-coil static-pressure differential in inches wg.
- g. Cooling-coil static-pressure differential in inches wg.
- h. Heating-coil static-pressure differential in inches wg.
- i. Outdoor airflow in cfm.
- j. Return airflow in cfm.
- k. Outdoor-air damper position.
- l. Return-air damper position.

F. Apparatus-Coil Test Reports:

1. Coil Data:

- a. System identification.
- b. Location.
- c. Coil type.
- d. Number of rows.
- e. Fin spacing in fins per inch o.c.
- f. Make and model number.
- g. Face area in sq. ft..
- h. Tube size in NPS.
- i. Tube and fin materials.
- j. Circuiting arrangement.

2. Test Data (Indicated and Actual Values):

- a. Airflow rate in cfm.
- b. Average face velocity in fpm.
- c. Air pressure drop in inches wg.
- d. Outdoor-air, wet- and dry-bulb temperatures in deg F.
- e. Return-air, wet- and dry-bulb temperatures in deg F.
- f. Entering-air, wet- and dry-bulb temperatures in deg F.
- g. Leaving-air, wet- and dry-bulb temperatures in deg F.
- h. Water flow rate in gpm.
- i. Water pressure differential in feet of head or psig.
- j. Entering-water temperature in deg F.
- k. Leaving-water temperature in deg F.
- l. Refrigerant expansion valve and refrigerant types.
- m. Refrigerant suction pressure in psig.
- n. Refrigerant suction temperature in deg F.

G. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:

- a. System identification.
- b. Location.

- c. Make and type.
    - d. Model number and size.
    - e. Manufacturer's serial number.
    - f. Arrangement and class.
    - g. Sheave make, size in inches, and bore.
    - h. Center-to-center dimensions of sheave and amount of adjustments in inches.
  2. Motor Data:
    - a. Motor make, and frame type and size.
    - b. Horsepower and rpm.
    - c. Volts, phase, and hertz.
    - d. Full-load amperage and service factor.
    - e. Sheave make, size in inches, and bore.
    - f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
    - g. Number, make, and size of belts.
  3. Test Data (Indicated and Actual Values):
    - a. Total airflow rate in cfm.
    - b. Total system static pressure in inches wg.
    - c. Fan rpm.
    - d. Discharge static pressure in inches wg.
    - e. Suction static pressure in inches wg.
- H. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:
  1. Report Data:
    - a. System and air-handling-unit number.
    - b. Location and zone.
    - c. Traverse air temperature in deg F.
    - d. Duct static pressure in inches wg.
    - e. Duct size in inches.
    - f. Duct area in sq. ft.
    - g. Indicated airflow rate in cfm.
    - h. Indicated velocity in fpm.
    - i. Actual airflow rate in cfm.
    - j. Actual average velocity in fpm.
    - k. Barometric pressure in psig.
  - I. Air-Terminal-Device Reports:
    1. Unit Data:
      - a. System and air-handling unit identification.
      - b. Location and zone.
      - c. Apparatus used for test.
      - d. Area served.
      - e. Make.

- f. Number from system diagram.
  - g. Type and model number.
  - h. Size.
  - i. Effective area in sq. ft.
- 2. Test Data (Indicated and Actual Values):
  - a. Airflow rate in cfm.
  - b. Air velocity in fpm.
  - c. Preliminary airflow rate as needed in cfm.
  - d. Preliminary velocity as needed in fpm.
  - e. Final airflow rate in cfm.
  - f. Final velocity in fpm.
  - g. Space temperature in deg F.
- J. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:
  - 1. Unit Data:
    - a. System and air-handling-unit identification.
    - b. Location and zone.
    - c. Room or riser served.
    - d. Coil make and size.
    - e. Flowmeter type.
  - 2. Test Data (Indicated and Actual Values):
    - a. Airflow rate in cfm.
    - b. Entering-water temperature in deg F.
    - c. Leaving-water temperature in deg F.
    - d. Water pressure drop in feet of head or psig.
    - e. Entering-air temperature in deg F.
    - f. Leaving-air temperature in deg F.

### 3.10 VERIFICATION OF TAB REPORT

- A. The TAB specialist's test and balance engineer shall conduct the inspection in the presence of Architect.
- B. Architect shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
- C. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
- D. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

E. If TAB work fails, proceed as follows:

1. TAB specialists shall recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
2. If the second final inspection also fails, Owner may contract the services of another TAB specialist to complete TAB work according to the Contract Documents and deduct the cost of the services from the original TAB specialist's final payment.
3. If the second verification also fails, Architect may contact AABC Headquarters regarding the AABC National Performance Guaranty.

F. Prepare test and inspection reports.

### 3.11 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

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**SECTION 23 07 13**  
**DUCT INSULATION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes insulating the following duct services:
1. Indoor, concealed supply and outdoor air.
  2. Indoor, exposed supply and outdoor air.
  3. Indoor, concealed return located in unconditioned space.
  4. Indoor, exposed return located in unconditioned space.
- B. Related Sections:
1. Section 23 07 19 "HVAC Piping Insulation."

**1.2 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
  2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
  3. Detail application of field-applied jackets.
  4. Detail application at linkages of control devices.
- C. Field quality-control reports.

**1.3 QUALITY ASSURANCE**

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
  2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.



## PART 2 - PRODUCTS

## 2.1 INSULATION MATERIALS

- A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- D. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type I.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - a. CertainTeed Corporation; SoftTouch Duct Wrap.
    - b. Johns Manville; a Berkshire Hathaway company; Microlite.
    - c. Knauf Insulation; Friendly Feel Duct wrap with ECOSE Technology.
    - d. Owens Corning; SOFTR All-Service Duct Wrap.
- E. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide insulation with factory-applied FSK. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - a. CertainTeed Corporation; Commercial Board.
    - b. Johns Manville; a Berkshire Hathaway company; 800 Series Spin-Glas.
    - c. Knauf Insulation; Insulation Board with ECOSE Technology.
    - d. Owens Corning; Fiberglas 700 Series.

## 2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - a. Childers Brand; H. B. Fuller Construction Products; CP-82.
    - b. Eagle Bridges - Marathon Industries.
    - c. Foster Brand; H. B. Fuller Construction Products; 85-50.

- d. Mon-Eco Industries, Inc; 22-25.
  2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. PVC Jacket Adhesive: Compatible with PVC jacket.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - a. Childers Brand
    - b. Eagle Bridges - Marathon Industries.
    - c. Foster Brand
    - d. Mon-Eco Industries, Inc.
  2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

## 2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - a. Childers Brand; H. B. Fuller Construction Products CP-35
    - b. Eagle Bridges - Marathon Industries; 590.
    - c. Foster Brand; H. B. Fuller Construction Products.; 30-90.
    - d. Mon-Eco Industries, Inc; 55-40.
  2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
  3. Service Temperature Range: Minus 20 to plus 180 deg F.
  4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
  5. Color: White.
- C. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - a. Childers Brand; H. B. Fuller Construction Products CP-10
  - b. Eagle Bridges - Marathon Industries; 550.
  - c. Foster Brand; H. B. Fuller Construction Products.; 35-00.
  - d. Mon-Eco Industries, Inc; 55-50.
2. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F.
4. Solids Content: 60 percent by volume and 66 percent by weight.
5. Color: White.

## 2.4 SEALANTS

### A. ASJ Flashing Sealants, and Vinyl and PVC Jacket Flashing Sealants:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - a. Childers Brand; H. B. Fuller Construction Products
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: White.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

## 2.5 FACTORY-APPLIED JACKETS

### A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
2. Vinyl Jacket: White vinyl with a permeance of 1.3 perms (0.86 metric perm) when tested according to ASTM E 96/E 96M, Procedure A, and complying with NFPA 90A and NFPA 90B.

## 2.6 TAPES

### A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:

- a. ABI, Ideal Tape Division, 428 AWF ASJ
  - b. Avery Dennison Corporation, Specialty Tapes Division, Fasson 0836
  - c. Compac Corp; 104 and 105
  - d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CS Plus/SQ
2. Width: 3 inches.
  3. Thickness: 6.5 mils.
  4. Adhesion: 90 ounces force/inch in width.
  5. Elongation: 2 percent.
  6. Tensile Strength: 40 lbf/inch in width.
  7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

## 2.7 SECUREMENTS

### A. Insulation Pins and Hangers:

1. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
  - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - 1) Duro Dyne Corp.
    - 2) Sheet Metal Connectors, Inc.
    - 3) Ductmate Industries, Inc.
  - b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
  - c. Spindle: Zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
  - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
2. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
  - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - 1) Duro Dyne Corp.
    - 2) Sheet Metal Connectors, Inc.
    - 3) Ductmate Industries, Inc.
  - b. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1-1/2 inches in diameter.
  - c. Spindle: Nylon, 0.106-inch-diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches.

- d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
- 3. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
  - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - 1) Duro Dyne Corp.
    - 2) Sheet Metal Connectors, Inc.
    - 3) Ductmate Industries, Inc.
  - b. Protect ends with capped self-locking washers incorporating spring steel insert to ensure permanent retention of cap in exposed locations.
- 4. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
  - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - 1) Duro Dyne Corp.
    - 2) Sheet Metal Connectors, Inc.
    - 3) Ductmate Industries, Inc.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

#### 3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Keep insulation materials dry during application and finishing.
- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.
- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  - 1. Install insulation continuously through hangers and around anchor attachments.
  - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
  - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- K. Install insulation with factory-applied jackets as follows:
  - 1. Draw jacket tight and smooth.
  - 2. Cover circumferential joints with 2-inch-wide strips, of same material as insulation jacket.
  - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap.
  - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
- L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

### 3.3 PENETRATIONS

- A. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.

1. Seal penetrations with flashing sealant.
  2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
  3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
  4. Seal jacket to wall flashing with flashing sealant.
- B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- C. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.
1. Comply with requirements in Section 07 84 13 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.
- D. Insulation Installation at Floor Penetrations:
1. Duct: For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches.
  2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 07 84 13 "Penetration Firestopping."

### 3.4 INSTALLATION OF MINERAL FIBER INSULATION

- A. Board Insulation Installation on Ducts and Plenums: Secure with insulation pins.
1. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
    - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    - b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
    - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    - d. Do not overcompress insulation during installation.
    - e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
  2. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and



inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.

### 3.5 FIELD-APPLIED JACKET INSTALLATION

A. Where FSK jackets are indicated, install as follows:

1. Draw jacket material smooth and tight.
2. Install lap or joint strips with same material as jacket.
3. Secure jacket to insulation with manufacturer's recommended adhesive.
4. Install jacket with 1-1/2-inch laps at longitudinal seams and 3-inch-wide joint strips at end joints.
5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

B. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

### 3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Inspect ductwork, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.

C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

### 3.7 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:

1. Indoor, concealed supply and outdoor air.
2. Indoor, exposed supply and outdoor air.
3. Indoor, concealed return located in unconditioned space.
4. Indoor, exposed return located in unconditioned space.

B. Items Not Insulated:

1. Fibrous-glass ducts.

2. Factory-insulated flexible ducts.
3. Factory-insulated plenums and casings.
4. Flexible connectors.
5. Vibration-control devices.
6. Factory-insulated access panels and doors.

### 3.8 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

- A. Concealed, Supply-Air Duct and Plenum Insulation: Mineral-fiber board, 1-1/2 inches thick and 0.75-lb/cu. ft. nominal density. The Penthouse shall be considered a concealed space.
- B. Concealed, Return-Air Duct and Plenum Insulation: Mineral-fiber board, 1-1/2 inches thick and 0.75-lb/cu. ft. nominal density. The Penthouse shall be considered a concealed space.
- C. Concealed, Outdoor-Air Duct and Plenum Insulation: Mineral-fiber board, 1-1/2 inches thick and 0.75-lb/cu. ft. nominal density. The Penthouse shall be considered a concealed space.
- D. Exposed, Supply-Air Duct in occupied spaces shall be double walled ductwork. Refer to duct specifications.
- E. Exposed, Return-Air Duct in the Mechanical Room shall be double walled ductwork. Refer to duct specifications.
- F. Exposed, Outdoor-Air Duct and Plenum Insulation: Mineral-fiber board, 1-1/2 inches thick and 0.75-lb/cu. ft. nominal density.
- G. Exposed, Supply-Air Duct in the Mechanical Room shall be Mineral-fiber board, 1-1/2 inches thick and 0.75 lb/cu. ft. nominal density.
- H. Exposed, Return-Air Duct in the Mechanical Room shall be Mineral-fiber board, 1-1/2 inches thick and 0.75 lb/cu. ft. nominal density.
- I. Ductwork in the Mechanical Room that is double-walled shall also be wrapped in duct board, in order to maintain a consistent appearance.

END OF SECTION

SECTION 23 07 19

HVAC PIPING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes insulating the following HVAC piping systems:
  - 1. Condensate drain piping, indoors.
  - 2. Chilled-water indoors and outdoors.
  - 3. Heating hot-water piping, indoors and outdoors.
  - 4. Refrigerant suction and hot-gas piping, indoors and outdoors.
- B. Related Sections:
  - 1. Section 230713 "Duct Insulation."

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory and field applied if any).
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  - 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
  - 2. Detail attachment and covering of heat tracing inside insulation.
  - 3. Detail insulation application at pipe expansion joints for each type of insulation.
  - 4. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
  - 5. Detail removable insulation at piping specialties.
  - 6. Detail application of field-applied jackets.
  - 7. Detail application at linkages of control devices.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.

- B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.
- C. Field quality-control reports.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
  - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
  - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

#### 1.7 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

#### 1.8 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Piping Insulation Schedule, General," "Indoor Piping Insulation Schedule," and "Outdoor, Aboveground Piping Insulation Schedule," articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- CertainTeed Corporation.
  - Johns Manville; a Berkshire Hathaway company.
  - Knauf Insulation.
  - Owens Corning.
- G. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- CertainTeed Corporation.
  - Johns Manville; a Berkshire Hathaway company.
  - Knauf Insulation.
  - Owens Corning.
- H. Mineral-Fiber, Preformed Pipe Insulation:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- Johns Manville; a Berkshire Hathaway company.
  - Knauf Insulation.

- c. Manson Insulation Inc.
    - d. Owens Corning.
  - 2. Type I, 850 deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
  - I. Mineral-Fiber, Pipe Insulation Wicking System: Preformed pipe insulation complying with ASTM C 547, Type I, Grade A, with absorbent cloth factory-applied to the entire inside surface of preformed pipe insulation and extended through the longitudinal joint to outside surface of insulation under insulation jacket. Factory apply a white, polymer, vapor-retarder jacket with self-sealing adhesive tape seam and evaporation holes running continuously along the longitudinal seam, exposing the absorbent cloth.
    - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
      - a. Owens Corning.
  - J. Mineral-Fiber, Pipe and Tank Insulation: Mineral or glass fibers bonded with a thermosetting resin. Semirigid board material with factory-applied ASJ complying with ASTM C 1393, Type II or Type IIIA Category 2, or with properties similar to ASTM C 612, Type IB. Nominal density is 2.5 lb/cu. ft. or more. Thermal conductivity (k-value) at 100 deg F is 0.29 Btu x in./h x sq. ft. x deg F or less. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
    - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - a. CertainTeed Corporation.
      - b. Johns Manville, a Berkshire Hathaway company.
      - c. Knauf Insulation.
      - d. Owens Corning.
- 2.2 INSULATING CEMENTS
- A. Mineral-Fiber Insulating Cement: Comply with ASTM C 195.
- 2.3 ADHESIVES
- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
  - B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
    - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - a. Childers Brand; H. B. Fuller Construction Products.

- b. Eagle Bridges - Marathon Industries.
- c. Foster Brand; H. B. Fuller Construction Products.
- d. Mon-Eco Industries, Inc.

- C. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

## 2.4 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below-ambient services.
  - 1. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.13 perm at 43-mil dry film thickness.
  - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
  - 3. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
  - 4. Color: White.
- C. Breather Mastic: Water based; suitable for indoor and outdoor use on above-ambient services.
  - 1. Water-Vapor Permeance: ASTM F 1249, 18 perms at 0.0625-inch dry film thickness.
  - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
  - 3. Solids Content: 60 percent by volume and 66 percent by weight.
  - 4. Color: White.

## 2.5 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets and substrates.
  - 1. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over pipe insulation.
  - 2. Service Temperature Range: 0 to plus 180 deg F.
  - 3. Color: White.

## 2.6 SEALANTS

- A. FSK and Metal Jacket Flashing Sealants:
  - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
  - 2. Fire- and water-resistant, flexible, elastomeric sealant.
  - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
  - 4. Color: Aluminum.
  - 5.
- B. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:



1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Childers Brand; H. B. Fuller Construction Products.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).
5. Color: White.

## 2.7 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
  2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
  3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
  4. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C 1136, Type II.
  5. PVDC Jacket for Indoor Applications: 4-mil-thick, white PVDC bi-axially oriented barrier film with a permeance at 90% perm when tested according to ASTM E 96/E 96M and with a flame-spread index of 5 and a smoke-developed index of 20 when tested according to ASTM E 84.

## 2.8 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
1. Width: 3 inches.
  2. Thickness: 11.5 mils.
  3. Adhesion: 90 ounces force/inch in width.
  4. Elongation: 2 percent.
  5. Tensile Strength: 40 lbf/inch in width.
  6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.
3. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Surface Preparation: Clean and prepare surfaces to be insulated. Before insulating, apply a corrosion coating to insulated surfaces as follows:
- C. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- D. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  1. Install insulation continuously through hangers and around anchor attachments.
  2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.

3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
  4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
1. Draw jacket tight and smooth.
  2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
  3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap.
    - a. For below-ambient services, apply vapor-barrier mastic over staples.
  4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
  5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above-ambient services, do not install insulation to the following:
1. Vibration-control devices.
  2. Testing agency labels and stamps.
  3. Nameplates and data plates.
  4. Manholes.
  5. Handholes.
  6. Cleanouts.

### 3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
1. Seal penetrations with flashing sealant.

2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
4. Seal jacket to roof flashing with flashing sealant.

### 3.5 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions.
  1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
  2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
  3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
  4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
  5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
  6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
  7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
  8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and

- unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
9. Stencil or label the outside insulation jacket of each union with the word "union." Match size and color of pipe labels.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.

### 3.6 INSTALLATION OF MINERAL-FIBER INSULATION

#### A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above ambient surfaces, secure laps with outward-clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

#### B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

#### C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

#### D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.

4. Install insulation to flanges as specified for flange insulation application.

### 3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform tests and inspections.
- C. Tests and Inspections:
  1. Inspect pipe, fittings, strainers, and valves, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to three locations of straight pipe, three locations of threaded fittings, three locations of welded fittings, two locations of threaded strainers, two locations of welded strainers, three locations of threaded valves, and three locations of flanged valves for each pipe service defined in the "Piping Insulation Schedule, General" Article.
- D. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

### 3.8 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
  1. Drainage piping located in crawl spaces.
  2. Underground piping.
  3. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

### 3.9 INDOOR PIPING INSULATION SCHEDULE

- A. Condensate and Equipment Drain Water below 60 Deg F:
  1. All Pipe Sizes: Insulation shall be one of] the following:
    - a. Flexible Elastomeric: 1 inch thick.
    - b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.
- B. Chilled Water, 40 Deg F and above:
  1. NPS 3 and Smaller: Insulation shall be one of the following:
    - a. Mineral-Fiber, Preformed Pipe, Type I or Pipe Insulation Wicking System: 1-1/2 inches thick.
- C. Heating-Hot-Water Supply and Return, 200 Deg F and Below:

1. NPS 1 and Larger: Insulation shall be one of the following:
  - a. Mineral-Fiber, Preformed Pipe, Type I or II: 1-1/2 inches thick.

D. Refrigerant Suction and Hot-Gas Piping:

1. All Pipe Sizes: Insulation shall be one of the following:
  - a. Flexible Elastomeric: 1 inch thick.
  - b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.

3.10 OUTDOOR, ABOVEGROUND PIPING INSULATION SCHEDULE

A. Chilled Water:

1. All Pipe Sizes: Insulation shall be one of the following:
  - a. Flexible Elastomeric: 3 inches thick.
  - b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 3 inches thick.

B. Heating-Hot-Water Supply and Return, 200 Deg F and Below:

1. All Pipe Sizes: Insulation shall be one of the following:
  - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 2 inches thick.

C. Refrigerant Suction and Hot-Gas Piping:

1. All Pipe Sizes: Insulation shall be one of the following:
  - a. Flexible Elastomeric: 2 inches thick.
  - b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 2 inches thick.

END OF SECTION



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

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes pipe and fitting materials and joining methods for the following:

1. Hot-water heating piping.
2. Chilled-water piping.
3. Makeup-water piping.
4. Condensate-drain piping.
5. Air-vent piping.
6. Safety-valve-inlet and -outlet piping.

**1.2 SUBMITTALS**

- A. Product Data: For each type of the following:

1. Copper Piping
2. Steel Piping
3. Pressure-seal fittings.

- B. Field quality-control reports.

**1.3 QUALITY ASSURANCE**

- A. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation.

**PART 2 - PRODUCTS**

**2.1 PERFORMANCE REQUIREMENTS**

- A. Hydronic piping components and installation shall be capable of withstanding the following minimum working pressure and temperature unless otherwise indicated:

1. Hot-Water Heating Piping: 125 psig at 200 deg F.
2. Chilled-Water Piping: 125 psig at 200 deg F.
3. Makeup-Water Piping: 80 psig at 150 deg F.
4. Condensate-Drain Piping: 150 deg F.
5. Air-Vent Piping: 200 deg F.

6. Safety-Valve-Inlet and -Outlet Piping: Equal to the pressure of the piping system to which it is attached.

## 2.2 STEEL PIPE AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel with plain ends; welded and seamless, Grade B, and wall thickness as indicated in "Piping Applications" Article.
- B. Cast-Iron Threaded Fittings: ASME B16.4; Classes 125 and 250 as indicated in "Piping Applications" Article.
- C. Malleable-Iron Threaded Fittings: ASME B16.3, Classes 150 and 300 as indicated in "Piping Applications" Article.
- D. Malleable-Iron Unions: ASME B16.39; Classes 150, 250, and 300 as indicated in "Piping Applications" Article.
- E. Grooved Mechanical-Joint Fittings and Couplings:
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - a. Anvil International, Inc
    - b. Victaulic Company of America.
  2. Joint Fittings: ASTM A 536, Grade 65-45-12 ductile iron; ASTM A 47/A 47M, Grade 32510 malleable iron; ASTM A 53/A 53M, Type F, E, or S, Grade B fabricated steel; or ASTM A 106/A 106M, Grade B steel fittings with grooves or shoulders constructed to accept grooved end couplings; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.
  3. Couplings: Ductile- or malleable-iron housing and EPDM gasket of central cavity pressure-responsive design; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.

## 2.3 COPPER TUBE AND FITTINGS

- A. Drawn-Temper Copper Tubing: ASTM B 88, Type L.
- B. Annealed-Temper Copper Tubing: ASTM B 88, Type K.
- C. DWV Copper Tubing: ASTM B 306, Type DWV.
- D. Wrought-Copper Unions: ASME B16.22.

## 2.4 PLASTIC PIPE AND FITTINGS

- A. PVC Plastic Pipe: ASTM D 1785, with wall thickness as indicated in "Piping Applications" Article.

1. PVC Plastic Pipe Fittings: Socket-type pipe fittings, ASTM D 2466 for Schedule 40 pipe; ASTM D 2467 for Schedule 80 pipe.

## 2.5 JOINING MATERIALS

- A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
  1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch maximum thickness unless otherwise indicated.
    - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
    - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
- B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.
- D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- E. Brazing Filler Metals: AWS A5.8/A5.8M, B-Cu Series, copper-phosphorus alloys for joining copper with copper; or BAg-1, silver alloy for joining copper with bronze or steel.
- F. Welding Filler Metals: Comply with AWS D10.12M/D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- G. Solvent Cements for Joining Plastic Piping:
  1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
    - a. PVC solvent cement shall have a VOC content of 510 g/L or less.
    - b. Adhesive primer shall have a VOC content of 550 g/L or less.
    - c. Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- H. Gasket Material: Thickness, material, and type suitable for fluid to be handled and working temperatures and pressures.

## 2.6 TRANSITION FITTINGS

- A. Plastic-to-Metal Transition Fittings:
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:

- a. Charlotte Pipe and Foundry Company.
    - b. IPEX Inc.
  2. One-piece fitting with one threaded brass or copper insert and one solvent-cement-joint end of material and wall thickness to match plastic pipe material.
- B. Plastic-to-Metal Transition Unions:
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - a. Charlotte Pipe and Foundry Company.
    - b. IPEX Inc.
    - c. NIBCO Inc.
  2. Brass or copper end, solvent-cement-joint end of material and wall thickness to match plastic pipe material, rubber gasket, and threaded union.

## 2.7 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions:
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - a. Hart Industries International Inc.
    - b. Watts Regulator, a division of Watts Water Technologies, Inc.
    - c. Zurn Plumbing Products Group; AquaSpec Commercial Products Division
  2. Description:
    - a. Standard: ASSE 1079.
    - b. Pressure Rating: 125 psig minimum at 180 deg F.
    - c. End Connections: Solder-joint copper alloy and threaded ferrous.

## PART 3 - EXECUTION

### 3.1 PIPING APPLICATIONS

- A. Hot-water heating piping, aboveground, NPS 2 and smaller, shall be any of the following:
1. Type L, drawn-temper copper tubing, wrought-copper fittings, soldered.
  2. Schedule 40, Grade B, Type 96 steel pipe; Class 125, cast-iron fittings; cast-iron flanges and flange fittings; and threaded joints.
- B. Hot-water heating piping, aboveground, NPS 2-1/2 and larger, shall be any of the following:
1. Schedule 40 steel pipe; grooved, mechanical joint coupling and fittings, or welded.

- C. Chilled-water piping, aboveground, NPS 2 and smaller, shall be any of the following:
1. Type L, drawn-temper copper tubing, wrought-copper fittings, soldered.
  2. Schedule 40 steel pipe; Class 125, cast-iron fittings; cast-iron flanges and flange fittings; and threaded joints.
- D. Chilled-water piping, aboveground, NPS 2-1/2 and larger, shall be any of the following:
1. Schedule 40 steel pipe; grooved, mechanical joint coupling and fittings, or welded.
- E. Makeup-water piping installed aboveground shall be the following:
1. Type L, drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
- F. Condensate-Drain Piping: Type DWV, drawn-temper copper tubing, wrought-copper fittings, and soldered joints or Schedule 40 PVC plastic pipe and fittings and solvent welded joints.
- G. Air-Vent Piping:
1. Inlet: Same as service where installed with metal-to-plastic transition fittings for plastic piping systems according to piping manufacturer's written instructions.
  2. Outlet: Type L, annealed-temper copper tubing with soldered or flared joints.
- H. Safety-Valve-Inlet and -Outlet Piping for Hot Water Piping: Same materials and joining methods as for piping specified for the service in which safety valve is installed with metal-to-plastic transition fittings for plastic piping systems according to piping manufacturer's written instructions.

### 3.2 PIPING INSTALLATIONS

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas. Run piping at right angles or parallel to building walls or structural steel.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping to permit valve servicing.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.

- I. Install piping to allow application of insulation.
- J. Select system components with pressure rating equal to or greater than system operating pressure.
- K. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.
- L. Install drains, consisting of a tee fitting, NPS 3/4 ball valve, and short NPS 3/4 threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.
- M. Install piping at a uniform grade of 0.2 percent upward in direction of flow.
- N. Reduce pipe sizes using eccentric reducer fitting installed with level side up.
- O. Install branch connections to mains using tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.
- P. Install valves according to Section 230523.12 "Ball Valves for HVAC Piping," Section 230523.13 "Butterfly Valves for HVAC Piping," Section 230523.14 "Check Valves for HVAC Piping," and Section 230523.15 "Gate Valves for HVAC Piping."
- Q. Install unions in piping, NPS 2 and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.
- R. Install flanges in piping, NPS 2-1/2 and larger, at final connections of equipment and elsewhere as indicated.
- S. Install shutoff valve immediately upstream of each dielectric fitting.
- T. Comply with requirements in Section 230553 "Identification for HVAC Piping and Equipment" for identifying piping.
- U. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."
- V. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."
- W. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 230518 "Escutcheons for HVAC Piping."

### 3.3 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric unions.
- C. Dielectric Fittings for NPS 2-1/2 to NPS 4: Use dielectric flanges.

### 3.4 HANGERS AND SUPPORTS

- A. Comply with requirements in Section 230529 "Hangers and Supports for HVAC Piping and Equipment" for hanger, support, and anchor devices. Comply with the following requirements for maximum spacing of supports.
- B. Install the following pipe attachments:
1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet long.
  2. Adjustable roller hangers and spring hangers for individual horizontal piping 20 feet or longer.
  3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
  4. Spring hangers to support vertical runs.
  5. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
  6. On plastic pipe, install pads or cushions on bearing surfaces to prevent hanger from scratching pipe.
- C. Install hangers for steel piping with the following maximum spacing and minimum rod sizes:
1. NPS 3/4: Maximum span, 7 feet.
  2. NPS 1: Maximum span, 7 feet.
  3. NPS 1-1/2: Maximum span, 9 feet.
  4. NPS 2: Maximum span, 10 feet.
  5. NPS 2-1/2: Maximum span, 11 feet.
  6. NPS 3 and Larger: Maximum span, 12 feet.
- D. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:
1. NPS 3/4: Maximum span, 5 feet; minimum rod size, 1/4 inch.
  2. NPS 1: Maximum span, 6 feet; minimum rod size, 1/4 inch.
  3. NPS 1-1/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
  4. NPS 1-1/2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
  5. NPS 2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
  6. NPS 2-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
  7. NPS 3 and Larger: Maximum span, 10 feet; minimum rod size, 3/8 inch.
- E. Plastic Piping Hanger Spacing: Space hangers according to pipe manufacturer's written instructions for service conditions. Avoid point loading. Space and install hangers with the fewest practical rigid anchor points.
- F. Support vertical runs at roof, at each floor, and at 10-foot intervals between floors.

### 3.5 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.



- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- D. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8/A5.8M.
- E. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
  2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- G. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
  2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
  3. PVC Pressure Piping: Join ASTM D 1785 schedule number, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule number PVC pipe and socket fittings according to ASTM D 2855.
  4. PVC Non-pressure Piping: Join according to ASTM D 2855.
- H. Grooved Joints: Assemble joints with coupling and gasket, lubricant, and bolts. Cut or roll grooves in ends of pipe based on pipe and coupling manufacturer's written instructions for pipe wall thickness. Use grooved-end fittings and rigid, grooved-end-pipe couplings.
- I. Mechanically Formed, Copper-Tube-Outlet Joints: Use manufacturer-recommended tool and procedure, and brazed joints.

### 3.6 TERMINAL EQUIPMENT CONNECTIONS

- A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.
- B. Install control valves in accessible locations close to connected equipment.
- C. Install bypass piping with globe valve around control valve. If parallel control valves are installed, only one bypass is required.

- D. Install ports for pressure gages and thermometers at coil inlet and outlet connections. Comply with requirements in Section 230519 "Meters and Gages for HVAC Piping."

### 3.7 FIELD QUALITY CONTROL

- A. Prepare hydronic piping according to ASME B31.9 and as follows:

1. Leave joints, including welds, uninsulated and exposed for examination during test.
2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.

- B. Perform the following tests on hydronic piping:

1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
3. Isolate expansion tanks and determine that hydronic system is full of water.
4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times the "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks.
6. Prepare written report of testing.

- C. Perform the following before operating the system:

1. Open manual valves fully.
2. Inspect pumps for proper rotation.
3. Set makeup pressure-reducing valves for required system pressure.
4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
5. Set temperature controls so all coils are calling for full flow.
6. Inspect and set operating temperatures of hydronic equipment, such as boilers and chillers to specified values.
7. Verify lubrication of motors and bearings.

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**SECTION 23 21 16**

**HYDRONIC PIPING SPECIALTIES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. Section includes special-duty valves and specialties for the following:

1. Hot-water heating piping.
2. Chilled-water piping.
3. Makeup-water piping.
4. Condensate-drain piping.
5. Air-vent piping.
6. Safety-valve-inlet and -outlet piping.

**1.2 SUBMITTALS**

A. Product Data: For each type of the following:

1. Valves: Include flow and pressure drop curves based on manufacturer's testing for calibrated-orifice balancing valves and automatic flow-control valves.
2. Air-control devices.
3. Hydronic specialties.

B. Operation and maintenance data.

**1.3 QUALITY ASSURANCE**

A. ASME Compliance: Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

**PART 2 - PRODUCTS**

**2.1 PERFORMANCE REQUIREMENTS**

A. Hydronic piping components and installation shall be capable of withstanding the following minimum working pressure and temperature unless otherwise indicated:

1. Hot-Water Heating Piping: 125 psig at 200 deg F.
2. Chilled-Water Piping: 125 psig at 200 deg F.
3. Makeup-Water Piping: 80 psig at 150 deg F.
4. Condensate-Drain Piping: 150 deg F.

5. Air-Vent Piping: 200 deg F.
6. Safety-Valve-Inlet and -Outlet Piping: Equal to the pressure of the piping system to which it is attached.

## 2.2 VALVES

- A. Check, Ball, and Butterfly Valves: Comply with requirements specified in Section 230523.12 "Ball Valves for HVAC Piping," Section 230523.13 "Butterfly Valves for HVAC Piping," and Section 230523.14 "Check Valves for HVAC Piping,"
- B. Automatic Temperature-Control Valves, Actuators, and Sensors: Comply with requirements specified in Section 230923.11 "Control Valves" Section.
- C. Bronze, Calibrated-Orifice, Balancing Valves:
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - a. Armstrong Pumps, Inc
    - b. Bell & Gossett; a Xylem brand.
    - c. Taco.
  2. Body: Bronze, ball or plug type with calibrated orifice or venturi.
  3. Ball: Brass or stainless steel.
  4. Plug: Resin.
  5. Seat: PTFE.
  6. End Connections: Threaded or socket.
  7. Pressure Gage Connections: Integral seals for portable differential pressure meter.
  8. Handle Style: Lever, with memory stop to retain set position.
  9. CWP Rating: Minimum 125 psig.
  10. Maximum Operating Temperature: 250 deg F.
- D. Diaphragm-Operated, Pressure-Reducing Valves: ASME labeled.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
    - a. Armstrong Pumps, Inc
    - b. Bell & Gossett; a Xylem brand.
    - c. Taco.
  2. Body: Bronze or brass.
  3. Disc: Glass and carbon-filled PTFE.
  4. Seat: Brass.
  5. Stem Seals: EPDM O-rings.
  6. Diaphragm: EPT.
  7. Low inlet-pressure check valve.
  8. Inlet Strainer: Stainless-steel, removable without system shutdown.
  9. Valve Seat and Stem: Noncorrosive.
  10. Valve Size, Capacity, and Operating Pressure: Selected to suit system in which installed, with operating pressure and capacity factory set and field adjustable.

E. Diaphragm-Operated Safety Valves: ASME labeled.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - a. Armstrong Pumps, Inc
  - b. Bell & Gossett; a Xylem brand.
  - c. Taco.
2. Body: Bronze or brass.
3. Disc: Glass and carbon-filled PTFE.
4. Seat: Brass.
5. Stem Seals: EPDM O-rings.
6. Diaphragm: EPT.
7. Wetted, Internal Work Parts: Brass and rubber.
8. Inlet Strainer: Stainless-steel, removable without system shutdown.
9. Valve Seat and Stem: Noncorrosive.
10. Valve Size, Capacity, and Operating Pressure: Comply with ASME Boiler and Pressure Vessel Code: Section IV, and selected to suit system in which installed, with operating pressure and capacity factory set and field adjustable.

F. Automatic Flow-Control Valves:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - a. Armstrong Pumps, Inc
  - b. Bell & Gossett; a Xylem brand.
  - c. Taco.
2. Body: Brass or ferrous metal.
3. Piston and Spring Assembly: Stainless steel, tamper proof, self-cleaning, and removable.
4. Combination Assemblies: Include bronze or brass-alloy ball valve.
5. Identification Tag: Marked with zone identification, valve number, and flow rate.
6. Size: Same as pipe in which installed.
7. Performance: Maintain constant flow, plus or minus 5 percent over system pressure fluctuations.
8. Minimum CWP Rating: 175 psig.
9. Maximum Operating Temperature: 200 deg F.

2.3 AIR-CONTROL DEVICES

A. Manual Air Vents:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - a. Armstrong Pumps, Inc
  - b. Bell & Gossett; a Xylem brand.
  - c. Taco.
2. Body: Bronze.

3. Internal Parts: Nonferrous.
4. Operator: Screwdriver or thumbscrew.
5. Inlet Connection: NPS 1/2.
6. Discharge Connection: NPS 1/8.
7. CWP Rating: 150 psig.
8. Maximum Operating Temperature: 225 deg F.

## 2.4 HYDRONIC PIPING SPECIALTIES

### A. Y-Pattern Strainers:

1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
2. End Connections: Threaded ends for NPS 2 and smaller; flanged ends for NPS 2-1/2 and larger.
3. Strainer Screen: Stainless-steel, 20-mesh strainer, or perforated stainless-steel basket.
4. CWP Rating: 125 psig.

### B. Stainless-Steel Bellow, Flexible Connectors:

1. Body: Stainless-steel bellows with woven, flexible bronze, wire-reinforcing protective jacket.
2. End Connections: Threaded or flanged to match equipment connected.
3. Performance: Capable of 3/4-inch misalignment.
4. CWP Rating: 150 psig.
5. Maximum Operating Temperature: 250 deg F.

### C. Expansion Fittings: Comply with requirements in Section 230516 "Expansion Fittings and Loops for HVAC Piping."

## PART 3 - EXECUTION

### 3.1 VALVE APPLICATIONS

- A. Install shut-off-duty valves at each branch connection to supply mains and at supply connection to each piece of equipment.
- B. Install throttling-duty valves at each branch connection to return main.
- C. Install calibrated-orifice, balancing valves in the return pipe of each heating or cooling terminal.
- D. Install check valves at each pump discharge and elsewhere as required to control flow direction.
- E. Install safety valves at hot-water generators and elsewhere as required by ASME Boiler and Pressure Vessel Code. Install drip-pan elbow on safety-valve outlet and pipe without valves to the outdoors; pipe drain to nearest floor drain or as indicated on Drawings. Comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1, for installation requirements.
- F. Install pressure-reducing valves at makeup-water connection to regulate system fill pressure.



### 3.2 HYDRONIC SPECIALTIES INSTALLATION

- A. Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.
- B. Install piping from boiler air outlet, air separator, or air purger to expansion tank with a 2 percent upward slope toward tank.
- C. Install in-line air separators in pump suction. Install drain valve on air separators NPS 2 and larger.
- D. Install expansion tanks above the air separator. Install tank fitting in tank bottom and charge tank. Use manual vent for initial fill to establish proper water level in tank.
  - 1. Install tank fittings that are shipped loose.
  - 2. Support tank from floor or structure above with sufficient strength to carry weight of tank, piping connections, fittings, plus tank full of water. Do not overload building components and structural members.
- E. Install expansion tanks on the floor. Vent and purge air from hydronic system, and ensure that tank is properly charged with air to suit system Project requirements.

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**SECTION 23 23 00**

**REFRIGERANT PIPING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:
1. Refrigerant pipes and fittings.
  2. Refrigerant piping valves and specialties.
  3. Refrigerants.

**1.3 SUBMITTALS**

- A. Product Data: For each type of valve, refrigerant piping, and piping specialty.
1. Include pressure drop, based on manufacturer's test data, for the following:
    - a. Thermostatic expansion valves.
    - b. Solenoid valves.
    - c. Hot-gas bypass valves.
    - d. Filter dryers.
    - e. Strainers.
- B. Shop Drawings:
1. Show layout of refrigerant piping and specialties, including pipe, tube, and fitting sizes; flow capacities; valve arrangements and locations; slopes of horizontal runs; oil traps; double risers; wall and floor penetrations; and equipment connection details.
  2. Show piping size and piping layout, including oil traps, double risers, specialties, and pipe and tube sizes to accommodate, as a minimum, equipment provided, elevation difference between compressor and evaporator, and length of piping to ensure proper operation and compliance with warranties of connected equipment.
  3. Show interface and spatial relationships between piping and equipment.
  4. Shop Drawing Scale: 1/4 inch equals 1 foot.
- C. Welding certificates.
- D. Field quality-control reports.

## 1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For refrigerant valves and piping specialties to include in maintenance manuals.

## 1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to 2010 ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- B. Comply with ASHRAE 15, "Safety Code for Refrigeration Systems."
- C. Comply with ASME B31.5, "Refrigeration Piping and Heat Transfer Components."

## 1.6 PRODUCT STORAGE AND HANDLING

- A. Store piping with end caps in place to ensure that piping interior and exterior are clean when installed.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Line Test Pressure for Refrigerant R-410A:
  - 1. Suction Lines for Air-Conditioning Applications: 300 psig.
  - 2. Suction Lines for Heat-Pump Applications: 535 psig.
  - 3. Hot-Gas and Liquid Lines: 535 psig.

## 2.2 COPPER TUBE AND FITTINGS

- A. Copper Tube: ASTM B 280, Type ACR.
- B. Wrought-Copper Fittings: ASME B16.22.
- C. Wrought-Copper Unions: ASME B16.22.
- D. Solder Filler Metals: ASTM B 32. Use 95-5 tin antimony or alloy HB solder to join copper socket fittings on copper pipe.
- E. Brazing Filler Metals: AWS A5.8/A5.8M.
- F. Flexible Connectors:
  - 1. Body: Tin-bronze bellows with woven, flexible, tinned-bronze-wire-reinforced protective jacket.
  - 2. End Connections: Socket ends.

3. Offset Performance: Capable of minimum 3/4-inch misalignment in minimum 7-inch-long assembly.
4. Working Pressure Rating: Factory test at minimum 500 psig.
5. Maximum Operating Temperature: 250 deg F.

## 2.3 VALVES AND SPECIALTIES

### A. Check Valves:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Danfoss Inc.
  - b. Emerson Climate Technologies.
  - c. Heldon Products; Henry Technologies.
  - d. Parker Hannifin Corp.
  - e. Paul Mueller Company.
2. Body: Ductile iron, forged brass, or cast bronze; globe pattern.
3. Bonnet: Bolted ductile iron, forged brass, or cast bronze; or brass hex plug.
4. Piston: Removable polytetrafluoroethylene seat.
5. Closing Spring: Stainless steel.
6. Manual Opening Stem: Seal cap, plated-steel stem, and graphite seal.
7. End Connections: Socket, union, threaded, or flanged.
8. Maximum Opening Pressure: 0.50 psig.
9. Working Pressure Rating: 500 psig.
10. Maximum Operating Temperature: 275 deg F.

### B. Service Valves:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Danfoss Inc.
  - b. Emerson Climate Technologies.
  - c. Heldon Products; Henry Technologies.
  - d. Parker Hannifin Corp.
  - e. Paul Mueller Company.
  - f. Refrigeration Sales, Inc.
2. Body: Forged brass with brass cap including key end to remove core.
3. Core: Removable ball-type check valve with stainless-steel spring.
4. Seat: Polytetrafluoroethylene.
5. End Connections: Copper spring.
6. Working Pressure Rating: 500 psig.

C. Safety Relief Valves: Comply with 2010 ASME Boiler and Pressure Vessel Code; listed and labeled by an NRTL.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Danfoss Inc.
  - b. Heldon Products; Henry Technologies.
  - c. Parker Hannifin Corp.
  - d. Paul Mueller Company.
2. Body and Bonnet: Ductile iron and steel, with neoprene O-ring seal.
3. Piston, Closing Spring, and Seat Insert: Stainless steel.
4. Seat: Polytetrafluoroethylene.
5. End Connections: Threaded.
6. Working Pressure Rating: 400 psig.
7. Maximum Operating Temperature: 240 deg F.

D. Thermostatic Expansion Valves: Comply with AHRI 750.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Danfoss Inc.
  - b. Emerson Climate Technologies.
  - c. Heldon Products; Henry Technologies.
  - d. Paul Mueller Company.
2. Body, Bonnet, and Seal Cap: Forged brass or steel.
3. Diaphragm, Piston, Closing Spring, and Seat Insert: Stainless steel.
4. Packing and Gaskets: Non-asbestos.
5. Capillary and Bulb: Copper tubing filled with refrigerant charge.
6. Suction Temperature: 40 deg F.
7. Superheat: Adjustable.
8. End Connections: Socket, flare, or threaded union.
9. Working Pressure Rating: 450 psig.

E. Hot-Gas Bypass Valves: Comply with UL 429; listed and labeled by an NRTL.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Danfoss Inc.
  - b. Heldon Products; Henry Technologies.
  - c. Parker Hannifin Corp.

2. Body, Bonnet, and Seal Cap: Ductile iron or steel.
3. Diaphragm, Piston, Closing Spring, and Seat Insert: Stainless steel.
4. Packing and Gaskets: Non-asbestos.
5. Solenoid Tube, Plunger, Closing Spring, and Seat Orifice: Stainless steel.
6. Seat: Polytetrafluoroethylene.
7. Equalizer: Internal.
8. Electrical: Molded, watertight coil in NEMA 250 enclosure of type required by location with 1/2-inch conduit adapter and 24-V ac coil.
9. End Connections: Socket.
10. Throttling Range: Maximum 5 psig.
11. Working Pressure Rating: 500 psig.
12. Maximum Operating Temperature: 240 deg F.

F. Angle-Type Strainers:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Danfoss Inc.
  - b. Heldon Products; Henry Technologies.
  - c. Parker Hannifin Corp.
2. Body: Forged brass or cast bronze.
3. Drain Plug: Brass hex plug.
4. Screen: 100-mesh monel.
5. End Connections: Socket or flare.
6. Working Pressure Rating: 500 psig.
7. Maximum Operating Temperature: 275 deg F.

G. Moisture/Liquid Indicators:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Danfoss Inc.
  - b. Emerson Climate Technologies.
  - c. Heldon Products; Henry Technologies.
  - d. Parker Hannifin Corp.
2. Body: Forged brass.
3. Window: Replaceable, clear, fused glass window with indicating element protected by filter screen.
4. Indicator: Color coded to show moisture content in parts per million (ppm).
5. Minimum Moisture Indicator Sensitivity: Indicate moisture above 60 ppm.
6. End Connections: Socket or flare.
7. Working Pressure Rating: 500 psig.



8. Maximum Operating Temperature: 240 deg F.

H. Replaceable-Core Filter Dryers: Comply with AHRI 730.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Danfoss Inc.
  - b. Emerson Climate Technologies.
  - c. Heldon Products; Henry Technologies.
  - d. Parker Hannifin Corp.
2. Body and Cover: Painted-steel shell with ductile-iron cover, stainless-steel screws, and neoprene gaskets.
3. Filter Media: 10 micron, pleated with integral end rings; stainless-steel support.
4. Desiccant Media: Activated alumina.
5. Designed for reverse flow (for heat-pump applications).
6. End Connections: Socket.
7. Access Ports: NPS 1/4 connections at entering and leaving sides for pressure differential measurement.
8. Maximum Pressure Loss: 2 psig.
9. Working Pressure Rating: 500 psig.
10. Maximum Operating Temperature: 240 deg F.

I. Receivers: Comply with AHRI 495.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Heldon Products; Henry Technologies.
2. Comply with 2010 ASME Boiler and Pressure Vessel Code; listed and labeled by an NRTL.
3. Comply with UL 207; listed and labeled by an NRTL.
4. Body: Welded steel with corrosion-resistant coating.
5. Fittings: Inlet, outlet, liquid level indicator, and safety relief valve.
6. End Connections: Socket or threaded.
7. Working Pressure Rating: 500 psig.
8. Maximum Operating Temperature: 275 deg F.

J. Liquid Accumulators: Comply with AHRI 495.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Emerson Climate Technologies.
  - b. Heldon Products; Henry Technologies.

- c. Parker Hannifin Corp.
- 2. Body: Welded steel with corrosion-resistant coating.
- 3. End Connections: Socket or threaded.
- 4. Working Pressure Rating: 500 psig.
- 5. Maximum Operating Temperature: 275 deg F.

## 2.4 REFRIGERANTS

### A. ASHRAE 34, R-410A: Pentafluoroethane/Difluoromethane.

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Arkema Inc.
  - b. DuPont Fluorochemicals Div.
  - c. Genetron Refrigerants; Honeywell International Inc.

## PART 3 - EXECUTION

### 3.1 PIPING APPLICATIONS FOR REFRIGERANT R-410a

- A. Suction Lines NPS 1-1/2 and Smaller for Conventional Air-Conditioning Applications: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed or soldered joints.
- B. Hot-Gas and Liquid Lines: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed or soldered joints.
- C. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, drawn-temper tubing and wrought-copper fitting with soldered joints.

### 3.2 VALVE AND SPECIALTY APPLICATIONS

- A. Install diaphragm packless valves in suction and discharge lines of compressor.
- B. Install service valves for gage taps at inlet and outlet of hot-gas bypass valves and strainers if they are not an integral part of valves and strainers.
- C. Install a check valve at the compressor discharge and a liquid accumulator at the compressor suction connection.
- D. Except as otherwise indicated, install diaphragm packless valves on inlet and outlet side of filter dryers.
- E. Install a full-size, three-valve bypass around filter dryers.

- F. Install solenoid valves upstream from each expansion valve and hot-gas bypass valve. Install solenoid valves in horizontal lines with coil at top.
- G. Install thermostatic expansion valves as close as possible to distributors on evaporators.
1. Install valve so diaphragm case is warmer than bulb.
  2. Secure bulb to clean, straight, horizontal section of suction line using two bulb straps. Do not mount bulb in a trap or at bottom of the line.
  3. If external equalizer lines are required, make connection where it will reflect suction line pressure at bulb location.
- H. Install safety relief valves where required by 2010 ASME Boiler and Pressure Vessel Code. Pipe safety-relief-valve discharge line to outside according to ASHRAE 15.
- I. Install moisture/liquid indicators in liquid line at the inlet of the thermostatic expansion valve or at the inlet of the evaporator coil capillary tube.
- J. Install strainers upstream from and adjacent to the following unless they are furnished as an integral assembly for the device being protected:
1. Solenoid valves.
  2. Thermostatic expansion valves.
  3. Hot-gas bypass valves.
  4. Compressor.
- K. Install filter dryers in liquid line between compressor and thermostatic expansion valve, and in the suction line at the compressor.
- L. Install receivers sized to accommodate pump-down charge.
- M. Install flexible connectors at compressors.

### 3.3 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems; indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Shop Drawings.
- B. Install refrigerant piping according to ASHRAE 15.
- C. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

- F. Install piping adjacent to machines to allow service and maintenance.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Select system components with pressure rating equal to or greater than system operating pressure.
- J. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- K. Arrange piping to allow inspection and service of refrigeration equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Section 083113 "Access Doors and Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.
- L. Install refrigerant piping in protective conduit where installed below ground.
- M. Install refrigerant piping in rigid or flexible conduit in locations where exposed to mechanical injury.
- N. Slope refrigerant piping as follows:
1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
  2. Install horizontal suction lines with a uniform slope downward to compressor.
  3. Install traps and double risers to entrain oil in vertical runs.
  4. Liquid lines may be installed level.
- O. When brazing or soldering, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, and packing and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.
1. open to allow unrestricted flow.
- P. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- Q. Identify refrigerant piping and valves according to Section 230000 "Identification for HVAC Piping and Equipment."
- R. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230000 "Sleeves and Sleeve Seals for HVAC Piping."
- S. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 230000 "Sleeves and Sleeve Seals for HVAC Piping."
- T. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 230000 "Escutcheons for HVAC Piping."

## 3.4 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Fill pipe and fittings with an inert gas (nitrogen or carbon dioxide), during brazing or welding, to prevent scale formation.
- D. Soldered Joints: Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook."
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," Chapter "Pipe and Tube."
  - 1. Use Type BCuP (copper-phosphorus) alloy for joining copper socket fittings with copper pipe.
  - 2. Use Type BAg (cadmium-free silver) alloy for joining copper with bronze or steel.
- F. Threaded Joints: Thread steel pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and to restore full ID. Join pipe fittings and valves as follows:
  - 1. Apply appropriate tape or thread compound to external pipe threads unless dry-seal threading is specified.
  - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

## 3.5 HANGERS AND SUPPORTS

- A. Comply with requirements for pipe hangers and supports specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- B. Install the following pipe attachments:
  - 1. Adjustable steel clevis hangers for individual horizontal runs less than 20 feet long.
  - 2. Roller hangers and spring hangers for individual horizontal runs 20 feet or longer.
  - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
  - 4. Spring hangers to support vertical runs.
  - 5. Copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
- C. Install hangers for copper tubing with the following maximum spacing and minimum rod diameters:
  - 1. NPS 1/2: Maximum span, 60 inches; minimum rod, 1/4 inch.
  - 2. NPS 5/8: Maximum span, 60 inches; minimum rod, 1/4 inch.
  - 3. NPS 1: Maximum span, 72 inches; minimum rod, 1/4 inch.

4. NPS 1-1/4: Maximum span, 96 inches; minimum rod, 3/8 inch.
  5. NPS 1-1/2: Maximum span, 96 inches; minimum rod, 3/8 inch.
  6. NPS 2: Maximum span, 96 inches; minimum rod, 3/8 inch.
  7. NPS 2-1/2: Maximum span, 108 inches; minimum rod, 3/8 inch.
  8. NPS 3: Maximum span, 10 feet; minimum rod, 3/8 inch.
  9. NPS 4: Maximum span, 12 feet; minimum rod, 1/2 inch.
- D. Install hangers for steel piping with the following maximum horizontal spacing and minimum rod diameters:
1. NPS 2: Maximum span, 10 feet; minimum rod, 3/8 inch.
  2. NPS 2-1/2: Maximum span, 11 feet; minimum rod, 3/8 inch.
  3. NPS 3: Maximum span, 12 feet; minimum rod, 3/8 inch.
  4. NPS 4: Maximum span, 14 feet; minimum rod, 1/2 inch.
- E. Support multifloor vertical runs at least at each floor.

### 3.6 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
1. Comply with ASME B31.5, Chapter VI.
  2. Test refrigerant piping, specialties, and receivers. Isolate compressor, condenser, evaporator, and safety devices from test pressure if they are not rated above the test pressure.
  3. Test high- and low-pressure side piping of each system separately at not less than the pressures indicated in "Performance Requirements" Article.
    - a. Fill system with nitrogen to the required test pressure.
    - b. System shall remain in test pressure at the manifold gage throughout duration of test.
    - c. Test joints and fittings with electronic leak detector or by brushing a small amount of soap and glycerin solution over joints.
    - d. Repair leaking joints using new materials, and retest until satisfactory results are achieved.
- B. Prepare test and inspection reports.

### 3.7 SYSTEM CHARGING

- A. Charge system using the following procedures:
1. Install core in filter dryers after leak test but before evacuation.
  2. Evacuate entire refrigerant system with a vacuum pump to 500 micrometers. If vacuum holds for 12 hours, system is ready for charging.
  3. Break vacuum with refrigerant gas, allowing pressure to build up to 2 psig.
  4. Charge system with a new filter-dryer core in charging line.

## 3.8 ADJUSTING

- A. Adjust thermostatic expansion valve to obtain proper evaporator superheat.
- B. Adjust high- and low-pressure switch settings to avoid short cycling in response to fluctuating suction pressure.
- C. Adjust set-point temperature of air-conditioning or chilled-water controllers to the system design temperature.
- D. Perform the following adjustments before operating the refrigeration system, according to manufacturer's written instructions:
  - 1. Open shutoff valves in condenser water circuit.
  - 2. Verify that compressor oil level is correct.
  - 3. Open compressor suction and discharge valves.
  - 4. Open refrigerant valves except bypass valves that are used for other purposes.
  - 5. Check open compressor-motor alignment and verify lubrication for motors and bearings.
- E. Replace core of replaceable filter dryer after system has been adjusted and after design flow rates and pressures are established.

END OF SECTION



SECTION 23 31 13

METAL DUCTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Rectangular ducts and fittings.
2. Round ducts and fittings.
3. Sheet metal materials.
4. Sealants and gaskets.
5. Hangers and supports.

B. Related Sections:

1. Section 23 05 93 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
2. Section 23 31 19 "HVAC Casings" for factory- and field-fabricated casings for mechanical equipment.
3. Section 23 33 00 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.2 PERFORMANCE REQUIREMENTS

- A. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.3 SUBMITTALS

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

B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.
6. Fittings.
7. Reinforcement and spacing.
8. Seam and joint construction.
9. Penetrations through fire-rated and other partitions.

10. Equipment installation based on equipment being used on Project.
  11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
  12. Hangers and supports, including methods for duct and building attachment and vibration isolation.
- C. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Duct installation in congested spaces, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
  2. Structural members to which duct will be attached.
  3. Penetrations of smoke barriers and fire-rated construction.
  4. Items penetrating finished ceiling including the following:
    - a. Lighting fixtures.
    - b. Air outlets and inlets.
    - c. Speakers.
    - d. Sprinklers.
    - e. Access panels.
- D. Welding certificates.

#### 1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
- C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."
- D. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

#### PART 2 - PRODUCTS

##### 2.1 RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

## 2.2 ROUND DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
  - 1. McGill AirFlow LLC
  - 2. Sheet Metal Connectors, Inc.
  - 3. Spiral Manufacturing, Inc.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

## 2.3 DOUBLE WALLED DUCTWORK (ROUND OR RECTANGLE)

- A. Internally line the first ten (10) feet of supply and return ductwork as follows: Internal lining shall consist of the duct and 22 gauge perforated galvanized interliner consisting of 3/16" holes staggered on 3/8" centers (as manufactured by either Harrington King, United McGill Corporation or McNicols). Size of duct indicates free area.
- B. Double-walled exposed round ductwork in occupied areas.

## 2.4 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
  - 1. Galvanized Coating Designation: G60.
  - 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- C. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

## 2.5 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
- B. Water-Based Joint and Seam Sealant:
  - 1. Application Method: Brush on.
  - 2. Solid Content: Minimum 65 percent.
  - 3. Shore A Hardness: Minimum 20.
  - 4. Water resistant.
  - 5. Mold and mildew resistant.
  - 6. VOC: Maximum 75 g/L (less water).
  - 7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
  - 8. Service: Indoor or outdoor.
  - 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.
- C. Flanged Joint Sealant: Comply with ASTM C 920.
  - 1. General: Single-component, acid-curing, silicone, elastomeric.
  - 2. Type: S.
  - 3. Grade: NS.
  - 4. Class: 25.

5. Use: O.
  6. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  7. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.
- E. Round Duct Joint O-Ring Seals:
1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
  2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
  3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

## 2.6 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
- B. Hanger Rods for Corrosive Environments: Electro-galvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
- C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."
- D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.
- E. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.
- F. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- G. Trapze and Riser Supports:
1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
  2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
  3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

## PART 3 - EXECUTION

### 3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and

calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

- B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install round ducts in maximum practical lengths.
- D. Install ducts with fewest possible joints.
- E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.
- K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 233300 "Air Duct Accessories" for fire and smoke dampers.
- L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

### 3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.
- C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

- D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.
- E. Repair or replace damaged sections and finished work that does not comply with these requirements.

### 3.3 DUCT SEALING

- A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":
  - 1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
  - 2. Unconditioned Space, Supply-Air Ducts in Pressure Classes 3-Inch wg and Lower: Seal Class B.
  - 3. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 3-Inch wg: Seal Class B.
  - 4. Unconditioned Space, Exhaust Ducts: Seal Class C.
  - 5. Unconditioned Space, Return-Air Ducts: Seal Class B.
  - 6. Conditioned Space, Supply-Air Ducts in Pressure Classes 3-Inch wg and Lower: Seal Class B.
  - 7. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 3-Inch wg: Seal Class B.
  - 8. Conditioned Space, Exhaust Ducts: Seal Class B.
  - 9. Conditioned Space, Return-Air Ducts: Seal Class B.

### 3.4 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
  - 1. Where practical, install concrete inserts before placing concrete.
  - 2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
  - 3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
  - 4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
  - 5. Do not use powder-actuated concrete fasteners for seismic restraints.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.



- D. Hangers Exposed to View: Threaded rod and angle or channel supports.
- E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.
- F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension and shear capacities appropriate for supported loads and building materials where used.

### 3.5 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standard - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

### 3.6 START UP

- A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

### 3.7 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:
- B. Supply Ducts:

- 1. Ducts Connected to Variable-Air-Volume Air-Handling Units:
  - a. Pressure Class: Positive 4-inch wg.
  - b. Minimum SMACNA Seal Class: A.
  - c. SMACNA Leakage Class for Rectangular: 6.
  - d. SMACNA Leakage Class for Round and Flat Oval: 3.
- 2. Provide exposed double-walled round ductwork in occupied areas.

- C. Return Ducts:

- 1. Ducts Connected to Air-Handling Units and Return Fans:
  - a. Pressure Class: Positive or negative 3-inch wg.
  - b. Minimum SMACNA Seal Class: A.
  - c. SMACNA Leakage Class for Rectangular: 6.
  - d. SMACNA Leakage Class for Round and Flat Oval: 3.
- 2. Provide exposed double-walled round ductwork in occupied areas.

D. Exhaust Ducts:

1. Ducts Connected to Fans Exhausting (ASHRAE 62.1, Class 1 and 2) Air:
  - a. Pressure Class: Negative 3-inch wg.
  - b. Minimum SMACNA Seal Class: A if negative pressure, and A if positive pressure.
  - c. SMACNA Leakage Class for Rectangular: 6
  - d. SMACNA Leakage Class for Round and Flat Oval: 3.

E. Outdoor-Air (Not Filtered, Heated, or Cooled) Ducts:

1. Ducts Connected to Air-Handling Units:
  - a. Pressure Class: Positive or negative 3-inch wg.
  - b. Minimum SMACNA Seal Class: A.
  - c. SMACNA Leakage Class for Rectangular: 6.
  - d. SMACNA Leakage Class for Round and Flat Oval: 3.

F. Intermediate Reinforcement:

1. Galvanized-Steel Ducts: Galvanized steel.
  - a. Exposed to Airstream: Match duct material.
  - b. Not Exposed to Airstream: Match duct material.

G. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
  - a. Velocity 1000 fpm or Lower:
    - 1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
  - b. Velocity 1000 to 1500 fpm:
    - 1) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
    - 2) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
  - c. Velocity 1500 fpm or Higher:
    - 1) Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
    - 2) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

2. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
  - a. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
  - b. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
3. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."
  - a. Minimum Radius-to-Diameter Ratio and Elbow Segment: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
    - 1) Velocity 1000 fpm or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
    - 2) Velocity 1000 to 1500 fpm : 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
    - 3) Velocity 1500 fpm or Higher: 1.5 radius-to-diameter ratio and five segments for 90-degree elbow.
    - 4) Radius-to Diameter Ratio: 1.5.
  - b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
  - c. Round Elbows, 14 Inches and Larger in Diameter: Welded.
  - d. Provide exposed double-walled round ductwork in occupied areas.

#### H. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."
  - a. Rectangular Main to Rectangular Branch: 45-degree entry.
  - b. Rectangular Main to Round Branch: Conical Tops or 45°-degree entry.
2. Round: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.
  - a. Velocity 1000 fpm or Lower: 90-degree tap.
  - b. Velocity 1000 to 1500 fpm: Conical tap.
  - c. Velocity 1500 fpm or Higher: 45-degree lateral.

END OF SECTION

SECTION 23 33 00

AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Backdraft and pressure relief dampers.
2. Manual volume dampers.
3. Fire dampers.
4. Turning vanes.
5. Duct-mounted access doors.
6. Flexible connectors.
7. Flexible ducts.
8. Duct accessory hardware.

B. Related Requirements:

1. Section 28 31 11 "Digital, Addressable Fire-Alarm System" for duct-mounted fire and smoke detectors.

1.2 SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For duct accessories. Include plans, elevations, sections, details and attachments to other work.

1. Detail duct accessories fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:

- a. Special fittings.
- b. Manual volume damper installations.
- c. Control-damper installations.
- d. Fire-damper and smoke-damper installations, including sleeves; and duct-mounted access doors.
- e. Wiring Diagrams: For power, signal, and control wiring.

C. Operation and maintenance data.

## PART 2 - PRODUCTS

## 2.1 ASSEMBLY DESCRIPTION

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

## 2.2 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
  - 1. Galvanized Coating Designation: G60.
  - 2. Exposed-Surface Finish: Mill phosphatized.
- B. Reinforcement Shapes and Plates: Galvanized steel reinforcement where installed on galvanized sheet metal ducts.
- C. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

## 2.3 BACKDRAFT AND PRESSURE RELIEF DAMPERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include the following:
  - 1. American Warming and Ventilating; a Mestek Architectural Group company.
  - 2. Greenheck Fan Corporation.
  - 3. Lloyd Industries, Inc.
  - 4. Naylor Industries Inc.
  - 5. Ruskin Company.
- B. Description: Gravity balanced.
- C. Maximum Air Velocity: 1000 fpm.
- D. Maximum System Pressure: 2-inch wg.
- E. Frame: Hat-shaped, 0.094-inch- thick, galvanized sheet steel, with welded corners or mechanically attached and mounting flange.
- F. Blades: Multiple single-piece blades, center pivoted, maximum 6-inch width, 0.050-inch- thick aluminum sheet with noncombustible, tear-resistant, neoprene-coated fiberglass with sealed edges.

- G. Blade Action: Parallel.
- H. Blade Seals: Neoprene, mechanically locked.
- I. Blade Axles:
  - 1. Material: Nonferrous metal.
  - 2. Diameter: 0.20 inch.
- J. Tie Bars and Brackets: Galvanized steel.
- K. Return Spring: Adjustable tension.
- L. Bearings: synthetic pivot bushings.
- M. Accessories:
  - 1. Adjustment device to permit setting for varying differential static pressure.
  - 2. Counterweights and spring-assist kits for vertical airflow installations.
  - 3. Electric actuators.
  - 4. Chain pulls.
  - 5. Screen Mounting: Front mounted in sleeve
    - a. Sleeve Thickness: 20 gage minimum
    - b. Sleeve Length: 6 inches minimum
  - 6. Screen Mounting: Rear mounted.
  - 7. Screen Material: Aluminum.
  - 8. Screen Type: Insect.
  - 9. 90-degree stops.

#### 2.4 MANUAL VOLUME DAMPERS

- A. Standard, Steel, Manual Volume Dampers:
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - 1. American Warming and Ventilating Company
  - 2. McGill Air Flow LLC
  - 3. Nailor Industries, Inc.
  - 4. Ruskin Company
- C. Standard leakage rating, with linkage outside airstream.
- D. Suitable for horizontal or vertical applications.
- E. Frames:
  - 1. Frame: Hat-shaped, 0.094-inch- thick, galvanized sheet steel.

2. Mitered and welded corners.
3. Flanges for attaching to walls and flangeless frames for installing in ducts.

F. Blades:

1. Multiple or single blade.
2. Parallel- or opposed-blade design.
3. Stiffen damper blades for stability.
4. Galvanized-steel, 0.064 inch thick.

G. Blade Axles: Nonferrous metal.

H. Bearings:

1. Molded synthetic.
2. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.

I. Tie Bars and Brackets: Galvanized steel.

J. Jackshaft:

1. Size: 0.5-inch diameter.
2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.

K. Damper Hardware:

1. Zinc-plated, die-cast core with dial and handle made of 3/32-inch- thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
2. Include center hole to suit damper operating-rod size.
3. Include elevated platform for insulated duct mounting.

## 2.5 FIRE DAMPERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:

1. Arrow United Industries.
2. Greenheck Fan Corporation.
3. Nailor Industries Inc.
4. Ruskin Company.
5. Air Balance Inc.
6. Ward Industries; a brand of Hart & Cooley, Inc.

B. Type: Static and dynamic; rated and labeled according to UL 555 by an NRTL.

C. Closing rating in ducts up to 4-inch wg. static pressure class and minimum 2000-fpm velocity.



- D. Fire Rating: 1-1/2 hours.
- E. Frame: Curtain type with blades outside airstream; fabricated with roll-formed, 0.034-inch-thick galvanized steel; with mitered and interlocking corners.
- F. Mounting Sleeve: Factory- or field-installed, galvanized sheet steel.
  - 1. Minimum Thickness: 0.138 inch thick, as indicated, and of length to suit application.
  - 2. Exception: Omit sleeve where damper-frame width permits direct attachment of perimeter mounting angles on each side of wall or floor; thickness of damper frame must comply with sleeve requirements.
- G. Mounting Orientation: Vertical or horizontal as indicated.
- H. Blades: Roll-formed, interlocking, 0.034-inch-thick, galvanized sheet steel. In place of interlocking blades, use full-length, 0.034-inch-thick, galvanized-steel blade connectors.
- I. Horizontal Dampers: Include blade lock and stainless-steel closure spring.
- J. Heat-Responsive Device: Replaceable, 165 deg F rated, fusible links.
- K. Provide one (1) extra fusible link for each damper assembly provided.

## 2.6 FLANGE CONNECTORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - 1. Ductmate Industries, Inc.
  - 2. Duro Dyne Inc.
  - 3. Ward Industries; a brand of Hart & Cooley, Inc.
- B. Description: roll-formed, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.
- C. Material: Galvanized steel.
- D. Gage and Shape: Match connecting ductwork.

## 2.7 TURNING VANES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - 1. Ductmate Industries, Inc.
  - 2. Duro Dyne Inc.
  - 3. Ward Industries; a brand of Hart & Cooley, Inc.

- B. Manufactured Turning Vanes for Metal Ducts: Curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.
  - 1. Acoustic Turning Vanes: Fabricate airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.
- C. Manufactured Turning Vanes for Nonmetal Ducts: Fabricate curved blades of resin-bonded fiberglass with acrylic polymer coating; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.
- D. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 4-3, "Vanes and Vane Runners," and 4-4, "Vane Support in Elbows."
- E. Vane Construction: Double wall.

## 2.8 DUCT-MOUNTED ACCESS DOORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - 1. American Warming and Ventilating; a Messer Architectural Group company.
  - 2. Ductmate Industries, Inc;
  - 3. Flexmaster U.S.A., Inc.
  - 4. Greenheck Fan Corporation.
  - 5. Nailor Industries Inc.
  - 6. Ventfabrics, Inc.
  - 7. Ward Industries; a brand of Hart & Cooley, Inc.
- B. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 7-2, "Duct Access Doors and Panels," and 7-3, "Access Doors - Round Duct."
  - 1. Door:
    - a. Double wall, rectangular.
    - b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.
    - c. Vision panel.
    - d. Hinges and Latches: 1-by-1-inch butt or piano hinge and cam latches.
    - e. Fabricate doors airtight and suitable for duct pressure class.
  - 2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.
  - 3. Number of Hinges and Locks:
    - a. Access Doors Less Than 12 Inches Square: No hinges and two sash locks.
    - b. Access Doors up to 18 Inches Square: Continuous and two sash locks.
    - c. Access Doors up to 24 by 48 Inches: Continuous and two compression latches with outside and inside handles.
    - d. Access Doors Larger Than 24 by 48 Inches: Continuous and two compression latches with outside and inside handles.

## 2.9 DUCT ACCESS PANEL ASSEMBLIES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - 1. 3M.
  - 2. Ductmate Industries, Inc.
  - 3. Flame Gard, Inc.
- B. Labeled according to UL 1978 by an NRTL.
- C. Panel and Frame: Minimum thickness 0.0528-inch carbon.
- D. Fasteners: Carbon steel. Panel fasteners shall not penetrate duct wall.
- E. Gasket: Comply with NFPA 96; grease-tight, high-temperature ceramic fiber, rated for minimum 2000 deg F.
- F. Minimum Pressure Rating: 10-inch wg, positive or negative.

## 2.10 FLEXIBLE CONNECTORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - 1. Ductmate Industries, Inc.
  - 2. Duro Dyne Inc.
  - 3. Ventfabrics, Inc.
  - 4. Ward Industries; a brand of Hart & Cooley, Inc.
- B. Materials: Flame-retardant or noncombustible fabrics.
- C. Coatings and Adhesives: Comply with UL 181, Class 1.
- D. Metal-Edged Connectors: Factory fabricated with a fabric strip 5-3/4 inches wide attached to two strips of 2-3/4-inch- wide, 0.028-inch- thick, galvanized sheet steel or 0.032-inch- thick aluminum sheets. Provide metal compatible with connected ducts.
- E. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.
  - 1. Minimum Weight: 26 oz./sq. yd..
  - 2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
  - 3. Service Temperature: Minus 40 to plus 200 deg F.

## 2.11 FLEXIBLE DUCTS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - 1. Flexmaster USA, Inc.

2. McGill Airflow LLC
3. Ward Industries, Inc.; a division of Hart & Cooley, Inc.

- B. Insulated, Flexible Duct: UL 181, Class 1, aluminum laminate and polyester film with latex adhesive supported by helically wound, spring-steel wire; fibrous-glass insulation; polyethylene vapor-barrier film.

1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
2. Maximum Air Velocity: 4000 fpm.
3. Temperature Range: Minus 20 to plus 210 deg F.
4. Insulation R-value: Comply with ASHRAE/IESNA 90.1.

- C. Flexible Duct Connectors:

1. Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action in sizes 3 through 18 inches, to suit duct size.

## 2.12 DUCT ACCESSORY HARDWARE

- A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.
- B. Adhesives: High strength, quick setting, epoxy based, waterproof, and resistant to gasoline and grease.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install backdraft dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.
- D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
1. Install steel volume dampers in steel ducts.
  2. Install aluminum volume dampers in aluminum ducts.

- E. Set dampers to fully open position before testing, adjusting, and balancing.
- F. Install test holes at fan inlets and outlets and elsewhere as indicated.
- G. Install fire and smoke dampers according to UL listing.
- H. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:
1. On both sides of duct coils.
  2. At outdoor-air intakes and mixed-air plenums.
  3. At drain pans and seals.
  4. Downstream from manual volume dampers, control dampers, backdraft dampers, and equipment.
  5. Adjacent to and close enough to fire or smoke dampers, to reset or install fusible links. Access doors for access to fire or smoke dampers having fusible links shall be pressure relief access doors and shall be outward operation for access doors installed upstream from dampers and inward operation for access doors installed downstream from dampers.
  6. At each change in direction and at maximum 50-foot spacing.
  7. Upstream and downstream from turning vanes.
  8. Control devices requiring inspection.
  9. Elsewhere as indicated.
- I. Install access doors with swing against duct static pressure.
- J. Access Door Sizes:
1. One-Hand or Inspection Access: 8 by 5 inches.
  2. Two-Hand Access: 12 by 6 inches.
  3. Head and Hand Access: 18 by 10 inches.
  4. Head and Shoulders Access: 21 by 14 inches.
  5. Body Access: 25 by 14 inches.
  6. Body plus Ladder Access: 25 by 17 inches.
- K. Label access doors according to Section 23 05 53 "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.
- L. Install flexible connectors to connect ducts to equipment.
- M. Connect terminal units to supply ducts with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.
- N. Connect diffusers to ducts directly or with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- O. Connect flexible ducts to metal ducts with draw bands.
- P. Install duct test holes where required for testing and balancing purposes.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operate dampers to verify full range of movement.
2. Inspect locations of access doors and verify that purpose of access door can be performed.
3. Operate fire and smoke dampers to verify full range of movement and verify that proper heat-response device is installed.
4. Inspect turning vanes for proper and secure installation.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 23 34 23

HVAC POWER VENTILATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Centrifugal roof ventilators.

1.3 PERFORMANCE REQUIREMENTS

- A. Project Altitude: Base fan-performance ratings on actual Project site elevations.
- B. Operating Limits: Classify according to AMCA 99.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics and furnished specialties and accessories. Also include the following:
  - 1. Certified fan performance curves with system operating conditions indicated.
  - 2. Certified fan sound-power ratings.
  - 3. Motor ratings and electrical characteristics, plus motor and electrical accessories.
  - 4. Material thickness and finishes, including color charts.
  - 5. Dampers, including housings, linkages, and operators.
  - 6. Roof curbs.
  - 7. Fan speed controllers.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 2. Wiring Diagrams: For power, signal, and control wiring.



- C. Coordination Drawings: Reflected ceiling plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved:
1. Roof framing and support members relative to duct penetrations.
  2. Ceiling suspension assembly members.
  3. Size and location of initial access modules for acoustical tile.
  4. Ceiling-mounted items including light fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
- D. Field quality-control reports.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For power ventilators to include in emergency, operation, and maintenance manuals.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Belts: 3 sets for each belt-driven unit.

#### 1.7 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. AMCA Compliance: Fans shall have AMCA-Certified performance ratings and shall bear the AMCA-Certified Ratings Seal.
- C. UL Standards: Power ventilators shall comply with UL 705. Power ventilators for use for restaurant kitchen exhaust shall also comply with UL 762.

#### 1.8 COORDINATION

- A. Coordinate size and location of structural-steel support members.
- B. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

PART 2 - PRODUCTS

2.1 CENTRIFUGAL ROOF VENTILATORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work shall include one the following:
1. Acme Engineering & Manufacturing Corp.
  2. Carnes Company.
  3. Greenheck Fan Corporation.
  4. Loren Cook Company.
- B. Housing: Removable, spun-aluminum, dome top and outlet baffle; square, one-piece, aluminum base with venturi inlet cone.
1. Upblast Units: Provide spun-aluminum discharge baffle to direct discharge air upward, with rain and snow drains and grease collector.
  2. Hinged Subbase: Galvanized-steel hinged arrangement permitting service and maintenance.
- C. Fan Wheels: Aluminum hub and wheel with backward-inclined blades.
- D. Belt Drives:
1. Resiliently mounted to housing.
  2. Fan Shaft: Turned, ground, and polished steel; keyed to wheel hub.
  3. Shaft Bearings: Permanently lubricated, permanently sealed, self-aligning ball bearings.
  4. Pulleys: Cast-iron, adjustable-pitch motor pulley.
  5. Fan and motor isolated from exhaust airstream.
- E. Accessories:
1. Variable-Speed Controller: Solid-state control to reduce speed from 100 to less than 50 percent.
  2. Disconnect Switch: Nonfusible type, with thermal-overload protection mounted outside fan housing, factory wired through an internal aluminum conduit.
  3. Bird Screens: Removable, 1/2-inch mesh, aluminum or brass wire.
  4. Dampers: Counterbalanced, parallel-blade, backdraft dampers mounted in curb base; factory set to close when fan stops.
  5. Motorized Dampers: Parallel-blade dampers mounted in curb base with electric actuator; wired to close when fan stops.
- F. Roof Curbs: Galvanized steel; mitered and welded corners; 1-1/2-inch-thick, rigid, fiberglass insulation adhered to inside walls; and 1-1/2-inch wood nailer. Size as required to suit roof opening and fan base.
1. Configuration: Built-in cant and mounting flange.
  2. Overall Height: 12 inches above finished roof surface.

## 2.2 MOTORS

- A. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 23 05 13 "Common Motor Requirements for HVAC Equipment."
  - 1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
- B. Enclosure Type: Totally enclosed, fan cooled.

## 2.3 SOURCE QUALITY CONTROL

- A. Certify sound-power level ratings according to AMCA 301, "Method for Calculating Fan Sound Ratings from Laboratory Test Data." Factory test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Label fans with the AMCA-Certified Ratings Seal.
- B. Certify fan performance ratings, including flow rate, pressure, power, air density, speed of rotation, and efficiency by factory tests according to AMCA 210, "Laboratory Methods of Testing Fans for Aerodynamic Performance Rating." Label fans with the AMCA-Certified Ratings Seal.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install power ventilators level and plumb.
- B. Equipment Mounting:
  - 1. Comply with requirements for vibration isolation devices specified in Section 23 05 48.13 "Vibration Controls for HVAC."
- C. Secure roof-mounted fans to roof curbs with cadmium-plated hardware. See Section 07 72 00 "Roof Accessories" for installation of roof curbs.
- D. Install units with clearances for service and maintenance.
- E. Label units according to requirements specified in Section 23 05 53 "Identification for HVAC Piping and Equipment."

### 3.2 CONNECTIONS

- A. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors. Flexible connectors are specified in Section 23 33 00 "Air Duct Accessories."

- B. Install ducts adjacent to power ventilators to allow service and maintenance.
- C. Ground equipment according to Section 26 05 26 "Grounding and Bonding for Electrical Systems."
- D. Connect wiring according to Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."

### 3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
  - 1. Verify that shipping, blocking, and bracing are removed.
  - 2. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
  - 3. Verify that cleaning and adjusting are complete.
  - 4. Disconnect fan drive from motor, verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, align and adjust belts, and install belt guards.
  - 5. Adjust belt tension.
  - 6. Adjust damper linkages for proper damper operation.
  - 7. Verify lubrication for bearings and other moving parts.
  - 8. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
  - 9. Disable automatic temperature-control operators, energize motor and adjust fan to indicated rpm, and measure and record motor voltage and amperage.
  - 10. Shut unit down and reconnect automatic temperature-control operators.
  - 11. Remove and replace malfunctioning units and retest as specified above.
- C. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Prepare test and inspection reports.

### 3.4 ADJUSTING

- A. Adjust damper linkages for proper damper operation.
- B. Adjust belt tension.
- C. Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing procedures.

- D. Replace fan and motor pulleys as required to achieve design airflow.
- E. Lubricate bearings.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 23 37 13.13

AIR DIFFUSERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Rectangular and square ceiling diffusers.
2. Linear slot diffusers.
3. Ceiling-integral continuous slot diffusers.

B. Related Requirements:

1. Section 23 33 00 "Air Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers.
2. Section 23 37 13.23 "Air Registers and Grilles" for adjustable-bar register and grilles, fixed-face registers and grilles, and linear bar grilles.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
2. Diffuser Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

B. Samples: For each exposed product and for each color and texture specified. Actual size of smallest diffuser indicated.

C. Samples for Initial Selection: For diffusers with factory-applied color finishes. Actual size of smallest diffuser indicated.

D. Samples for Verification: For diffusers, in manufacturer's standard sizes to verify color selected. Actual size of smallest diffuser indicated.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Ceiling suspension assembly members.
  2. Method of attaching hangers to building structure.
  3. Size and location of initial access modules for acoustical tile.
  4. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
  5. Duct access panels.
- B. Source quality-control reports.

## PART 2 - PRODUCTS

## 2.1 RECTANGULAR AND SQUARE CEILING DIFFUSERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work shall include the following:
1. Agitair.
  2. Anemostat Products; a Mestek company.
  3. Carnes Company.
  4. Hart & Cooley Inc.
  5. Krueger.
  6. METALAIR, Inc.
  7. Price Industries.
  8. Titus.
  9. Tuttle & Bailey.
- B. Devices shall be specifically designed for variable-air-volume flows.
- C. Material: Steel.
- D. Finish: Baked enamel, color selected by Architect.
- E. Mounting: Surface or T-bar Lay-in.
1. T-Bar Lay-in
    - a. Face Size: 24 by 24 inches.
  2. Surface; Plaster or drywall ceilings
    - a. Actual diffuser size as indicated on the drawings to be cut into the plaster or drywall ceiling.
- F. Pattern: Adjustable.
- G. Dampers: Combination damper and grid.



H. Accessories:

1. Equalizing grid.
2. Plaster ring.
3. Safety chain.
4. Sectorizing baffles.
5. Operating rod extension.
6. Induction Vanes.

2.2 LINEAR SLOT DIFFUSERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work shall include the following:

1. Anemostat Products; a Mestek company.
2. Carnes Company.
3. Hart & Cooley Inc.
4. Krueger.
5. METALAIRE, Inc.
6. Nailor Industries Inc.
7. Price Industries.
8. Titus.
9. Tuttle & Bailey.

B. Devices shall be specifically designed for variable-air-volume flows.

C. Material - Shell: Steel, noninsulated.

D. Material - Pattern Controller and Tees: Aluminum.

E. Finish - Face and Shell: Baked enamel, black.

F. Finish - Pattern Controller: Baked enamel, black.

G. Finish - Tees: Baked enamel, color selected by Architect.

H. Slot Width: 1/2 inch, 3/4 inch or 1 inch.

I. Number of Slots: One, Two, Three or Four; as scheduled.

J. Length: as scheduled.

K. Accessories: Plaster frame or T-bar slot to match specified ceiling system.

L. Plenum: Insulated.

M. Other Features:

1. Painted interior.
2. Blank-offs.

- N. Capacities and air flows as indicated on the drawings.
- O. Linear slot diffuser installation to be coordinated with the Utility Ceiling System.

## 2.3 SOURCE QUALITY CONTROL

- A. Verification of Performance: Rate diffusers according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas where diffusers are installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install diffusers level and plumb.
- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install diffusers with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.
- D. Linear slot diffuser installation to be coordinated with the specified Utility Ceiling System.

### 3.3 ADJUSTING

- A. After installation, adjust diffusers to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION

SECTION 23 37 13.23

AIR REGISTERS AND GRILLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Adjustable blade face registers and grilles.
- 2. Linear bar grilles.

B. Related Requirements:

- 1. Section 23 33 00 "Air Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to registers and grilles.
- 2. Section 23 37 13.13 "Air Diffusers" for various types of air diffusers.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

- 1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
- 2. Register and Grille Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

B. Samples: For each exposed product and for each color and texture specified. Smallest size register and grille indicated.

C. Samples for Initial Selection: For registers and grilles with factory-applied color finishes. Smallest size register and grille indicated.

D. Samples for Verification: For registers and grilles, in manufacturer's standard sizes to verify color selected. Smallest size register and grille indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Ceiling suspension assembly members.
2. Method of attaching hangers to building structure.
3. Size and location of initial access modules for acoustical tile.
4. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
5. Duct access panels.

- B. Source quality-control reports.

## PART 2 - PRODUCTS

### 2.1 GRETURN AIR GRILLES/REGISTERS

#### A. Linear Bar Grilles

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work shall include the following:
  - a. Anemostat Products; a Mestek company.
  - b. Carnes Company.
  - c. Hart & Cooley Inc.
  - d. Krueger.
  - e. Nailor Industries Inc.
  - f. Price Industries.
  - g. Titus.
  - h. Tuttle & Bailey.
2. Material: Steel.
3. Finish: Baked enamel, color selected by Architect.
4. Face Blade Arrangement: Horizontal; spaced 1/2 inch apart; 30 degrees.
5. Core Construction: Integral.
6. Distribution plenum.
  - a. Internal insulation.
  - b. Inlet damper.
7. Frame: 1-1/4 inches or 1 inch wide.
8. Mounting: Countersunk screw or Lay in.
9. Damper Type: Adjustable opposed blade.

### 2.2

#### SOURCE QUALITY CONTROL

- A. Verification of Performance: Rate registers and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where registers and grilles are installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install return air grilles level and plumb.
- B. Outlets and Inlets Locations: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install registers and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

- A. After installation, adjust registers and grilles to air patterns indicated, or as directed, before starting air balancing.

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SECTION 23 63 13

AIR-COOLED REFRIGERANT CONDENSERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes packaged, air-cooled refrigerant condensers for outdoor installation.

1.3 ACTION SUBMITTALS

- A. Product Data: For each air-cooled refrigerant condenser. Include rated capacities, operating characteristics, furnished specialties, and accessories. Include equipment dimensions, weights and structural loads, required clearances, method of field assembly, components, and location and size of each field connection.
- B. Shop Drawings: For air-cooled refrigerant condensers. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 2. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
  - 1. Structural members to which air-cooled refrigerant condensers will be attached.
  - 2. Liquid and vapor pipe sizes.
  - 3. Refrigerant specialties.
  - 4. Piping including connections, oil traps, and double risers.
  - 5. Evaporators.
- B. Field quality-control reports.



## 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For air-cooled refrigerant condensers to include in emergency, operation, and maintenance manuals.

## 1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Fabricate and label refrigeration system according to ASHRAE 15, "Safety Standard for Refrigeration Systems."
- C. ASHRAE/IESNA 90.1 Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

## 1.7 COORDINATION

- A. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Section 077200 "Roof Accessories."
- B. Coordinate location of refrigerant piping and electrical rough-ins.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Carrier Corporation; a unit of United Technologies Corp.
  - 2. Trane.
  - 3. YORK; a Johnson Controls company.

## 2.2 MANUFACTURED UNITS

- A. Description: Factory assembled and tested; consisting of casing, condenser coils, condenser fans and motors, and unit controls.
- B. Refrigerant: R-410A.
- C. Condenser Coil: Factory tested at 425 psig.
  - 1. Tube: 3/8-inch-diameter seamless copper.
  - 2. Coil Fin: Aluminum.
  - 3. Coating: Hot-dip galvanized.
  - 4. Circuit: To match compressors.

- D. Condenser Fans and Drives: Propeller fans with aluminum or galvanized-steel fan blades, for vertical air discharge; directly driven with permanently lubricated ball-bearing motors with integral current- and thermal-overload protection.
  - 1. Weather-proof motors with rain shield and shaft slinger.
  - 2. Extend grease lines to outside of casing.
- E. Operating and Safety Controls: Include condenser fan motor thermal and overload cutouts, 115-V control transformer, if required; magnetic contactors for condenser fan motors and a non-fused factory-mounted and -wired disconnect switch for single external electrical power connection.
  - 1. Fan Cycling Control: Ambient thermostats.
- F. Casings: Galvanized or zinc-coated steel treated and finished with manufacturer's standard paint coating, designed for outdoor installation with weather protection for components and controls, and with the following:
  - 1. Removable panels for access to controls, condenser fans, motors, and drives.
  - 2. Plated-steel fan guards.
  - 3. Lifting eyes.

## 2.3 MOTORS

- A. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
  - 1. Enclosure Type: Totally enclosed, fan cooled.
  - 2. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
  - 3. Mount unit-mounted disconnect switches on exterior of unit.

## 2.4 SOURCE QUALITY CONTROL

- A. Verification of Performance: Rate air-cooled refrigerant condensers according to ARI 460.
- B. Testing Requirements: Factory test sound-power-level ratings according to ARI 270.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of air-cooled refrigerant condensers.

- B. Examine roughing-in for refrigerant piping systems to verify actual locations of piping connections before equipment installation.
- C. Examine walls, floors, and roofs for suitable conditions where air-cooled condensers will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install units level and plumb, firmly anchored in locations indicated; maintain manufacturer's recommended clearances.
- B. Equipment Mounting: on Fiberglass/Plastic pads. Secured to roof.
- C. Maintain manufacturer's recommended clearances for service and maintenance.
- D. Loose Components: Install electrical components, devices, and accessories that are not factory mounted.

### 3.3 CONNECTIONS

- A. Piping installation requirements are specified in Section 232113 "Hydronic Piping" and Section 232116 Hydronic Piping Specialties." Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to machine to allow service and maintenance.
- C. Refrigerant Piping: Connect piping to unit with pressure relief, service valve, filter-dryer, and moisture indicator on each refrigerant-circuit liquid line. Refrigerant piping and specialties are specified in Section 232200 "Refrigerant Piping."

### 3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
  - 1. Perform electrical test and visual and mechanical inspection.
  - 2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
  - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation. Complete manufacturer's starting checklist.

4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
5. Verify proper airflow over coils.
- C. Verify that vibration isolation and flexible connections properly dampen vibration transmission to structure.
- D. Air-cooled refrigerant condensers will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

### 3.5 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
  1. Complete installation and startup checks according to manufacturer's written instructions and perform the following:
    - a. Inspect for physical damage to unit casing.
    - b. Verify that access doors move freely and are weathertight.
    - c. Clean units and inspect for construction debris.
    - d. Verify that all bolts and screws are tight.
    - e. Adjust vibration isolation and flexible connections.
    - f. Verify that controls are connected and operational.
  2. Lubricate bearings on fan motors.
  3. Verify that fan wheel is rotating in the correct direction and is not vibrating or binding.
  4. Adjust fan belts to proper alignment and tension.
  5. Start unit according to manufacturer's written instructions and complete manufacturer's startup checklist.
  6. Measure and record airflow and air temperature rise over coils.
  7. Verify proper operation of capacity control device.
  8. Verify that vibration isolation and flexible connections properly dampen vibration transmission to structure.
  9. After startup and performance test, lubricate bearings.

### 3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain air-cooled refrigerant condensers.

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SECTION 23 73 13

MODULAR OUTDOOR CENTRAL-STATION AIR-HANDLING UNITS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Constant-air-volume, single-zone air-handling units.

1.2 SUBMITTALS

A. Product Data: For each air-handling unit indicated.

1. Unit dimensions and weight.
2. Cabinet material, metal thickness, finishes, insulation, and accessories.
3. Fans:
  - a. Certified fan-performance curves with system operating conditions indicated.
  - b. Certified fan-sound power ratings.
  - c. Fan construction and accessories.
  - d. Motor ratings, electrical characteristics, and motor accessories.
4. Certified coil-performance ratings with system operating conditions indicated.
5. Dampers, including housing, linkages, and operators.
6. Filters with performance characteristics.

B. Source quality-control reports.

C. Operation and maintenance data.

1.3 QUALITY ASSURANCE

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

B. NFPA Compliance: Comply with NFPA 90A for design, fabrication, and installation of air-handling units and components.

C. ARI Certification: Air-handling units and their components shall be factory tested according to ARI 430, "Central-Station Air-Handling Units," and shall be listed and labeled by ARI.

D. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

- E. ASHRAE/IESNA 90.1 Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."
- F. Comply with NFPA 70.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include the following:
  - 1. Trane
  - 2. Carrier
  - 3. Johnson Controls (York)
  - 4. McQuay

### 2.2 UNIT CASINGS

- A. General Fabrication Requirements for Casings:
  - 1. All unit panels shall be 2 inch solid double-walled construction.
  - 2. Forming: Form walls, roofs, and floors with at least two breaks at each joint.
  - 3. Casing Joints: Sheet metal screws or pop rivets.
  - 4. Sealing: Seal all joints with water-resistant sealant.
  - 5. Factory Finish for Steel and Galvanized-Steel Casings: Apply manufacturer's standard primer immediately after cleaning and pretreating.
  - 6. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
  - 7. Motor and drive locations shall be on the same side as the unit coil connections.
- B. Casing Insulation and Adhesive:
  - 1. Material: ASTM C 1071, Type I.
  - 2. Location and Application: Factory applied with adhesive and mechanical fasteners to the internal surface of section panels downstream from, and including, the cooling-coil section.
    - a. Liner Adhesive: Comply with ASTM C 916, Type I.
    - b. Mechanical Fasteners: Galvanized steel, suitable for adhesive attachment, mechanical attachment, or welding attachment to duct without damaging liner when applied as recommended by manufacturer and without causing leakage in cabinet.
    - c. Liner materials applied in this location shall have air-stream surface coated with a temperature-resistant coating or faced with a plain or coated fibrous mat or fabric depending on service-air velocity.
  - 3. Location and Application: Encased between outside and inside casing.



C. Inspection and Access Panels and Access Doors:

1. Panel and Door Fabrication: Formed and reinforced, double-wall insulated panels of same materials and thicknesses as casing.
2. Inspection and Access Panels:
  - a. Fasteners: Two or more camlock type for panel lift-out operation. Arrangement shall allow panels to be opened against air-pressure differential.
  - b. Gasket: Neoprene, applied around entire perimeters of panel frames.
  - c. Size: Large enough to allow inspection and maintenance of air-handling unit's internal components.
3. Access Doors:
  - a. Hinges: A minimum of two ball-bearing hinges or stainless steel piano hinge and two wedge-lever-type latches, operable from inside and outside. Arrange doors to be opened against air-pressure differential.
  - b. Gasket: Neoprene, applied around entire perimeters of panel frames.
  - c. Size: At least 24 inches wide by full height of unit casing up to a maximum height of 60 inches.
4. Locations and Applications:
  - a. Fan Section: Doors.
  - b. Access Section: Doors.
  - c. Coil Section: Inspection and access panel.
  - d. Damper Section: Doors.
  - e. Filter Section: Doors large enough to allow periodic removal and installation of filters.
  - f. Mixing Section: Doors.
5. Service Light: 100-W vapor-proof fixture with switched junction box located outside adjacent to door.
  - a. Location: Fan section.
  - b. Factory wired.

D. Condensate Drain Pans:

1. Fabricated with two percent slope in at least two planes to collect condensate from cooling coils (including coil piping connections, coil headers, and return bends) and from humidifiers and to direct water toward drain connection.
  - a. Length: Extend drain pan downstream from leaving face to comply with ASHRAE 62.1.
  - b. Depth: A minimum of 2 inches deep.
2. Formed sections.
3. Insulated assembly of polymer material or stainless steel.
4. Drain Connection: Located at lowest point of pan and sized to prevent overflow. Terminate with threaded nipple on one end of pan.

- a. Minimum Connection Size: NPS 1.
- 5. Pan-Top Surface Coating: Asphaltic waterproofing compound.
- 6. Units with stacked coils shall have an intermediate drain pan to collect condensate from top coil.
- E. Air-Handling-Unit Mounting Frame: Formed galvanized-steel channel or structural channel supports, designed for low deflection, welded with integral lifting lugs.
  - 1. Fabricate mounting base and attachment to air-handling unit sections, accessories, and components with reinforcement strong enough to withstand a 300 lb. load during maintenance activities.

### 2.3 FAN, DRIVE, AND MOTOR SECTION

- A. Fan and Drive Assemblies: Statically and dynamically balanced and designed for continuous operation at maximum-rated fan speed and motor horsepower.
  - 1. Shafts: Designed for continuous operation at maximum-rated fan speed and motor horsepower, and with field-adjustable alignment.
    - a. Turned, ground, and polished hot-rolled steel with keyway. Ship with a protective coating of lubricating oil.
    - b. Designed to operate at no more than 70 percent of first critical speed at top of fan's speed range.
- B. Centrifugal Fan Housings: Formed and reinforced-steel panels to form curved scroll housings with shaped cutoff and spun-metal inlet bell.
  - 1. Bracing: Steel angle or channel supports for mounting and supporting fan scroll, wheel, motor, and accessories.
  - 2. Horizontal-Flanged, Split Housing: Bolted construction.
  - 3. Housing for Supply Fan: Attach housing to fan-section casing with metal-edged flexible duct connector.
  - 4. Flexible Connector: Factory fabricated with a fabric strip 5-3/4 inches wide attached to 2 strips of 2-3/4-inch-wide, 0.028-inch-thick, galvanized-steel sheet or 0.032-inch-thick aluminum sheets; select metal compatible with casing.
 

Flexible Connector Fabric: Glass fabric, double coated with neoprene. Fabrics, coatings, and adhesives shall comply with UL 181, Class 1.

    - 1) Fabric Minimum Weight: 26 oz./sq. yd.
    - 2) Fabric Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
    - 3) Fabric Service Temperature: Minus 40 to plus 200 deg F.
- C. Forward-Curved, Centrifugal Fan Wheels: Inlet flange, backplate, and shallow blades with inlet and tip curved forward in direction of airflow and mechanically fastened to flange and backplate; cast-steel hub swaged to backplate and fastened to shaft with set screws.

D. Fan Shaft Bearings:

1. Prelubricated and Sealed, Ball Bearings: Self-aligning, pillow-block type with a rated life of 120,000 hours according to ABMA 9.
2. Grease-Lubricated Bearings: Self-aligning, pillow-block-type, ball or roller bearings with adapter mount and two-piece, cast-iron housing with grease lines extended to outside unit.

E. Belt Drives: Factory mounted, with adjustable alignment and belt tensioning, and with 1.5 service factor based on fan motor.

1. Pulleys: Cast iron or cast steel with split, tapered bushing; dynamically balanced at factory.
2. Motor Pulleys: Adjustable pitch for use with 5 hp motors and smaller fixed pitch for use with motors larger than 5 hp. Select pulley size so pitch adjustment is at the middle of adjustment range at fan design conditions.
3. Belts: Oil resistant, non-sparking, and non-static; in matched sets for multiple-belt drives.
4. Belt Guards: Comply with requirements specified by OSHA and fabricate according to SMACNA's "HVAC Duct Construction Standards" 0.046-inch-thick, 3/4-inch diamond-mesh wire screen, welded to steel angle frame; prime coated.

F. Internal Vibration Isolation: Fans shall be factory mounted with manufacturer's standard vibration isolation mounting devices having a minimum static deflection of 2 inches.

G. Motor: Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."

1. Enclosure Type: Totally enclosed, fan cooled.
2. NEMA Premium (TM) efficient motors as defined in NEMA MG 1.
3. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
4. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in electrical Sections.
5. Mount unit mounted disconnect switches on exterior of unit.

2.4 COIL SECTION

A. General Requirements for Coil Section:

1. Comply with ARI 410.
2. Fabricate coil section to allow removal and replacement of coil for maintenance and to allow in-place access for service and maintenance of coil(s).
3. Coils shall not act as structural component of unit.

2.5 AIR FILTRATION SECTION

A. General Requirements for Air Filtration Section:

1. Comply with NFPA 90A.
2. Provide minimum arrestance according to ASHRAE 52.1, and a minimum efficiency reporting value (MERV 5) according to ASHRAE 52.2.
3. Provide filter holding frames arranged for flat or angular orientation, with access doors on both sides of unit. Filters shall be removable from one side or lifted out from access plenum.

B. Disposable Panel Filters:

1. Factory-fabricated, viscous-coated, flat-panel type.
2. Thickness: 2 inches.
3. Arrestance (ASHRAE 52.1): 80.
4. Merv (ASHRAE 52.2): 5.
5. Media: Interlaced glass fibers sprayed with nonflammable adhesive and antimicrobial agent.
6. Frame: Galvanized steel, with metal grid on outlet side, steel rod grid on inlet side, hinged, and with pull and retaining handles.

C. Filter Gage:

1. 3-1/2-inch diameter, diaphragm-actuated dial in metal case.
2. Vent valves.
3. Black figures on white background.
4. Front recalibration adjustment.
5. 2percent of full-scale accuracy.
6. Range0- to 4.0-inch wg.
7. Accessories: Static-pressure taps with integral compression fittings, 1/4-inch plastic tubing, and 2- or 3-way vent valves.

## 2.6 DAMPERS

- A. General Requirements for Dampers: Leakage rate, according to AMCA 500, "Laboratory Methods for Testing Dampers for Rating," shall not exceed 2 percent of air quantity at 2000-fpm face velocity and 4-inch damper and 4-inch wg pressure differential.
- B. Damper Operators: Comply with requirements in Section 230923.12 "Control Dampers."
- C. Electronic Damper Operators:
  1. Direct-coupled type designed for minimum 60,000 full-stroke cycles at rated torque.
  2. Electronic damper position indicator shall have visual scale indicating percent of travel and 2- to 10-V dc, feedback signal.
  3. Operator Motors:
    - a. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
    - b. Size to operate with sufficient reserve power to provide smooth modulating action or two-position action.

- c. Permanent Split-Capacitor or Shaded-Pole Type: Gear trains completely oil immersed and sealed. Equip spring-return motors with integral spiral-spring mechanism in housings designed for easy removal for service or adjustment of limit switches, auxiliary switches, or feedback potentiometer.
  4. Spring-Return Motors for Dampers Larger than 25 Sq. Ft.: Size for running and breakaway torque of 150 in. x lb.
  5. Size dampers for running torque calculated as follows:
    - a. Opposed-Blade Damper with Edge Seals: 5 inch-lb/sq. ft. of damper.
  6. Coupling: V-bolt and V-shaped, toothed cradle.
  7. Overload Protection: Electronic overload or digital rotation-sensing circuitry.
  8. Fail-Safe Operation: Mechanical, spring-return mechanism with external, manual gear release on nonspring-return actuators.
  9. Power Requirements (Two-Position Spring Return): 24-V ac.
  10. Power Requirements (Modulating): Maximum 10 VA at 24-V ac.
  11. Temperature Rating: 40 to 104 deg F.
  - D. Outdoor- and Return-Air Mixing Dampers: Parallel blade, galvanized-steel dampers mechanically fastened to cadmium-plated steel operating rod in reinforced cabinet. Connect operating rods with common linkage and interconnect linkages so dampers operate simultaneously.
  - E. Combination Filter and Mixing Section:
    1. Cabinet support members shall hold 2-inch-thick, pleated, throwaway filters.
    2. Multiple-blade, air-mixer assembly shall mix air to prevent stratification, located immediately downstream of mixing box.
- 2.7 SOURCE QUALITY CONTROL
- A. Fan Sound-Power Level Ratings: Comply with AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Fans shall bear AMCA-certified sound ratings seal.
  - B. Fan Performance Rating: Factory test fan performance for airflow, pressure, power, air density, rotation speed, and efficiency. Rate performance according to AMCA 210, "Laboratory Methods of Testing Fans for Aerodynamic Performance Rating."
  - C. Water Coils: Factory tested to 300 psig according to ARI 410 and ASHRAE 33.
  - D. Roof Curbs: Galvanized steel: mitered and welded corners; 1-1/2-inch-thick, rigid, fiberglass insulation adhered to inside walls; and 1-1/2-inch wood nailer. Size as required to suit roof opening and fan base.
    1. Configuration: Built-in cant and mounting flange.
    2. Overall Height: 12 inches above finished roof surface.

## PART 3 - EXECUTION

## 3.1 INSTALLATION

## A. Equipment Mounting:

1. Install air-handling units on rooftop equipment curbs.
2. Comply with requirements for vibration isolation devices specified in Section 23 30 00 "Article Vibration Control."

## B. Arrange installation of units to provide access space around air-handling units for service and maintenance.

## C. Do not operate fan system until filters (temporary or permanent) are in place. Replace temporary filters used during construction and testing, with new, clean filters.

## D. Install filter-gage, static-pressure taps upstream and downstream of filters. Mount filter gages on outside of filter housing or filter plenum in accessible position. Provide filter gages on filter banks, installed with separate static-pressure taps upstream and downstream of filters.

## E. Comply with requirements for piping specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

## F. Install piping adjacent to air-handling units to allow service and maintenance.

## G. Connect piping to air-handling units mounted on vibration isolators with flexible connectors.

## H. Connect condensate drain pan using NPS 1-1/4", ASTM B 88, Type M copper tubing. Extend to nearest equipment or floor drain. Construct deep trap at connection to drain pan and install cleanouts at changes in direction.

## I. Hot- and Chilled-Water Piping: Comply with applicable requirements in Section 23 21 13 "Hydronic Piping" and Section 23 21 16 "Hydronic Piping Specialties." Install shutoff valve and union or flange at each coil supply connection. Install balancing valve and union or flange at each coil return connection.

## J. Connect duct to air-handling units with flexible connections. Comply with requirements in Section 23 33 00 "Air Duct Accessories."

END OF SECTION

SECTION 23 82 16.13

REFRIGERANT AIR COILS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes refrigerant air coils.

1.3 SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each air coil.
  - 2. Include rated capacities, operating characteristics, and pressure drops for each air coil.
- B. Operation and Maintenance Data: For air coils to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 DESCRIPTION

- A. ASHRAE Compliance: Comply with applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

2.2 REFRIGERANT AIR COILS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Carrier Corporation; a unit of United Technologies Corp.
  - 2. Coil Company, LLC.
  - 3. Colmac Coil Manufacturing, Inc.
  - 4. Johnson Controls (York)
  - 5. Trane.
  - 6. USA Coil & Air.



- B. Performance Ratings: Tested and rated according to AHRI 410 and ASHRAE 33.
- C. Minimum Working-Pressure Rating: 300 psig.
- D. Source Quality Control: Factory tested to 450 psig.
- E. Tubes: ASTM B 743 copper, minimum 0.035 inch thick.
- F. Fins: Aluminum, minimum 0.010 inch thick.
- G. Suction and Distributor Piping: ASTM B 88, Type L copper tube with brazed joints.
- H. Frames: Galvanized-steel channel frame, minimum 0.064 inch thick for slip-in or flanged mounting.
- I. Capacities and Characteristics:
  - 1. Coil Face Dimensions:
  - 2. Minimum Fin Spacing: 0.091 inch.
  - 3. Tube Diameter: 0.50 inch.
  - 4. Mounting: Slip-in or Flanged.
  - 5. Coating: Baked phenolic.
  - 6. Refrigerant Side:
    - a. Refrigerant Type: R-410A.
    - b. Saturated Suction Temperature: 115°.
  - 7. Unit Velocity: 500 fpm.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine ducts, plenums, and casings to receive air coils for compliance with requirements for installation tolerances and other conditions affecting coil performance.
- B. Examine roughing-in for piping systems to verify actual locations of piping connections before coil installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Install coils level and plumb.
- B. Install coils in metal ducts and casings constructed according to SMACNA's "HVAC Duct Construction Standards, Metal and Flexible."
- C. Install galvanized-steel drain pan under each cooling coil.

1. Construct drain pans with connection for drain; insulated and complying with ASHRAE 62.1.
  2. Construct drain pans to extend beyond coil length and width and to connect to condensate trap and drainage.
  3. Extend drain pan upstream and downstream from coil face.
  4. Extend drain pan under coil headers and exposed supply piping.
- D. Install moisture eliminators for cooling coils. Extend drain pan under moisture eliminator.
- E. Straighten bent fins on air coils.
- F. Clean coils using materials and methods recommended in writing by manufacturer, and clean inside of casings and enclosures to remove dust and debris.

### 3.3 CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to coils to allow service and maintenance.
- C. Connect refrigerant piping according to Section 32300 "Refrigerant Piping."

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SECTION 23 84 19

INDOOR POOL DEHUMIDIFICATION UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes Indoor Pool Dehumidification Units.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include material descriptions, dimensions of individual components and profiles, and finishes for Indoor Pool Dehumidification Units.
  - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings:
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.
- C. Color Samples: For unit cabinet, discharge grille, and exterior louver and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans, elevations, and other details, drawn to scale, using input from installers of the items involved.
- B. Field quality-control reports.
- C. Sample Warranty: For special warranty.

## 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For Indoor Pool Dehumidification Units to include in emergency, operation, and maintenance manuals.

## 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Fan Belts: Three (3) set(s) for each belt-driven fan.
  - 2. Filters: Three (3) set(s) of filters for each unit.

## 1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of computer-room air conditioners that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period for Compressors: Manufacturer's standard, but not less than five years from date of Substantial Completion.
  - 2. Warranty Period for Humidifiers: Manufacturer's standard, but not less than three years from date of Substantial Completion.
  - 3. Warranty Period for Control Boards: Manufacturer's standard, but not less than three years from date of Substantial Completion.

## 1.8 Description

- A. Furnish and install, as shown in plans and schedule and as specified herein, an indoor swimming pool heat pump dehumidification system. The unit shall be completely factory-assembled, including all internal piping and control wiring. The system shall include a compressor, a pool water condenser, an evaporator coil, an air side condenser reheat coil, a circulating fan, and a micro-processor based control system.
- B. Units shall be manufactured and tested in the U.S.A. and listed by and carry the label of ETL.

## 1.9 Intent

- A. It is the intent of this Section of the specification to provide a complete and operable dehumidification system as shown and specified on the plans and Schedule.

## 1.10 Basis of Design:

- A. Base Bid
  - Unit shall be base bid with specified PoolPak International - PoolComPak AWV Model 1800.
- 1. Bid shall include revised layout including details on supply / return air connections, piping connections, ventilation / exhaust connections, power / control wiring connections.

## PART 2 - PRODUCT

### 2.1 Manufacturers

- A. Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include the following:
  - 1. PoolPak International, LLC
  - 2. Pre-approved equivalents acceptable.

### 2.2 Performance Requirements

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASHRAE Compliance:
  - 1. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Standard for Refrigeration Systems."
  - 2. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 4 - "Outdoor Air Quality," Section 5 - "Systems and Equipment," Section 6 - "Ventilation Rate Procedures," and Section 7 - "Construction and Startup".
- C. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1.
- D. ASME Compliance: Fabricate and label water-cooled condenser shell to comply with ASME Boiler and Pressure Vessel Code: Section VIII, "Pressure Vessels," Division 1.

### 2.3 Principle of Operation

- A. The unit shall control space temperature and relative humidity, pool water temperature and shall provide controlled ventilation. Warm moist air from the natatorium is drawn over an evaporator; and the latent and sensible heat is removed from the air. The heat captured by this process and the heat generated from the compressor power consumption are absorbed by a mechanical refrigeration system. The resulting dryer, cooler air is drawn over a reheat condenser coil and auxiliary heating coil (if provided) by a supply fan. The code required amount of ventilation air is introduced into the dehumidified air after the evaporator and reheat condenser.
- B. The refrigeration system is activated if any of the following occur:
  - 1. Relative humidity rises above set point.
  - 2. Space temperature rises above the set point.
- C. The unit shall monitor space temperature and relative humidity, pool water temperature and building surface temperature.
- D. The thermal energy absorbed by the refrigeration system is distributed as follows:

1. To maintain the natatorium space temperature.
2. To maintain pool water temperature.
3. Rejected to Air Cooled Condenser

#### 2.4 Construction

- A. The cabinet shall be fabricated out of a minimum of 20 gauge G90 galvanized steel. The unit shall be painted with an electrostatically applied TGIC Polyester coating, with a thickness of 2-3 mils, baked and bonded at 420°F until it forms a hard, textured surface.
- B. Construction shall be modular, consisting of removable panels with permanently affixed fasteners. Base pans shall be formed out of a minimum of 16 gauge G90 galvanized steel with floor mounting support channels. The condensate drain pan under the evaporator shall be 316 stainless steel construction. The compressor and controls shall be located in a compartment out of the air stream. Surfaces adjacent to the coil compartment shall be insulated with insulation to prevent condensation.
- C. The unit shall be of vertical design, for minimum footprint. The supply air discharge shall be vertical, from the top of the unit cabinet.
- D. Unit shall be designed such that service access is required only from two sides, the return air and control panel sides. The other two sides do not have service clearance.

#### 2.5 Compressor

- A. The compressor shall be a heavy duty, fully hermetic, reciprocating or compliant scroll compressor operating at scheduled voltage, phase, and frequency.
- B. The suction gas cooled compressor shall be equipped with thermal overload protection and a crankcase heater to prevent refrigerant migration to the compressor oil during shutdown.

#### 2.6 Filter Rack and AIR Filters

- A. The dehumidification unit shall include a weather tight air filter section with a duct flange and access door for side loading of filters.
- B. The filters shall be totally non-toxic, non-allergenic and not support the growth of bacteria and fungus.
- C. The return air filters, located at the return air inlet, shall be Merv8, 2"-inch thick, laminated polyester construction, replaceable type. The filters shall have a non-migrating tackifier encapsulated between the second and third laminates.
  1. If outside air is ducted to the unit, outside air filters are required but not supplied by PoolPak International.

#### 2.7 Refrigerant

- A. The refrigerant shall be R-410A



2.8 Fan

- A. The fan shall be a forward-curved, centrifugal blower. The wheel shall be dynamically balanced and installed on a steel shaft. The blower scroll and housing shall be constructed of cold-rolled steel, coated with an electrostatically applied acrylic enamel paint on G90 galvanized steel.
- B. The fan shall operate at the scheduled supply air CFM, outside air CFM (if equipped with this option) and scheduled external static pressure (ESP).

2.9 Fan Motor

- A. The class B winding fan motor shall be belt drive. The motor shall comply with the efficiency requirements of EPACK-92. The belt drive assembly shall include a single "A" or "B" section belt and an adjustable motor sheave or double "B" section belt and non-adjustable motor sheave depending upon motor horsepower for establishing the specified CFM. Single phase motors shall be capacitor start. The fan motor horsepower, voltage and frequency shall be as scheduled.

2.10 Evaporator (dehumidification) Coil

- A. The coil shall be of adequate face area and rows to remove the specified amount of moisture from the air stream at specified conditions.
- B. Coil shall be Electro-Guard Plus™ corrosion resistant hydrophilic Electro coated fins. Coil shall have a flexible, epoxy polymer, E-coated in a total submersion bath, uniformly applied to all coil surface area without material bridging between fins. A spray on hydrophilic top coat shall be applied immediately after the coil emerged from the E-coat dip tank. Coating process shall ensure complete coil encapsulation and a uniform dry film thickness from 0.5-1.5 mil on all surface areas including fin edges, end plates, structural frames, "u" bends, headers and refrigerant expansion-tube manifolds. Coating surface shall have superior hardness characteristics of 2K per ASTM D3363 and a cross-hatch adhesion of 4B-5B per ASTM B3359. Impact resistance shall be up to 100 in/lb per ASTM D2794. Humidity and water immersion resistance shall be up to a minimum 1000 and 250 hours respectively (ASTM D1735 and ASTM D870). Corrosion durability shall be confirmed through testing to no less than 3,000 hours salt spray per ASTM B117 using scribed aluminum test coupons. The coil shall maintain hydrophilic properties without degradation of the top coat for a minimum of 1000 hours per ASTM G85 Annex 4.
  - 1. Coil shall have a 10-year (total) extended warranty underwritten by manufacturer. (US and Canada)

2.11 Air Condenser (Air Reheat) Coil

- A. The coil shall be of sufficient size to reject the required amount of total heat.
- B. Coil shall be Electro-Guard™ corrosion resistance Electro coated fins. Coil shall have a flexible, epoxy polymer, E-coated in a total submersion bath, uniformly applied to all coil surface area without material bridging between fins. Coating process shall ensure complete coil encapsulation and a uniform dry film thickness from 0.5-1.5 mil on all surface areas including

fin edges, end plates, structural frames, “u” bends and headers. Coating surface shall have superior hardness characteristics of 2H per ASTM D3363 and a cross-hatch adhesion of 4B-5B per ASTM B3359. Impact resistance shall be up to 100 in/lb per ASTM D2794. Humidity and water immersion resistance shall be up to a minimum 1000 and 250 hours respectively (ASTM D1735 and ASTM D870). Corrosion durability shall be confirmed through testing to no less than 3,000 hours salt spray per ASTM B117 using scribed aluminum test coupons.

1. Coil shall have a 10-year (total) extended warranty underwritten by manufacturer. (US and Canada)

2.12 Water Condenser (pool water heating)

- A. For recovering heat to pool water, the unit shall be equipped with a vented refrigerant-to-water, helically wound vented coaxial condenser sized to reject the required amount of heat. The water side tubing shall be constructed of cupronickel for corrosion protection. The maximum water pressure drop shall be as scheduled.

2.13 ECC- PCP (Electronic Control Center – PoolComPak) Control Panel

- A. The control panel shall have a 4 line, 20 character LCD display, LED annunciators, and a 6 button operator interface. The controller main board shall have all set points and program information stored in nonvolatile memory for protection from power failure.
- B. The control panel shall be wall or unit mounted. It shall be capable of being mounted up to 1000 feet from the unit. All internal circuit boards shall be conformal coated. The control panel shall be connected to the unit by standard six wire RJ-25 phone cord. The control panel shall be capable of being directly connected to the unit for service convenience.
- C. The controller shall be microprocessor based. The following set points shall be programmable at the panel:
  1. Space Air Temperature
  2. Space Relative Humidity
- D. The following LCD readouts or annunciators shall be provided:
  1. Start Up Screen: Power On Screen ; Version No.; Date
  2. Setpoints
  3. Readouts
    - a. Space Air Temperature
    - b. Space Relative Humidity
    - c. Dewpoint (Space)
    - d. Water Heating - (Yes/No)
    - e. Aux. Water Heating - (Yes/No)
    - f. Water Temp
    - g. Space (Cooling) - (Yes/No)
    - h. Aux. Air Heat - (Yes/No)
    - i. Dehumidify - (Yes/No)
    - j. Economizer - (Yes/No)

- k. Suction Temperature
    - l. Suction Pressure
    - m. Discharge Pressure
  - 4. Service Parameters Password Protected Including
  - 5. Degree F or Degree C Selections
    - a. Economizer Options
    - b. Deadbands
    - c. Anti Cycle Timer
    - d. Offset Selection
    - e. Fire Trip Action (Open or Close on Alarm)
    - f. Manual Control
    - g. Sensor Offsets
  - 6. Service Diagnostic Codes
  - 7. Service Information Including:
    - a. Surface Temperature
    - b. Dewpoint Temperature
    - c. Network Control - (Yes/No)
    - d. Run Hours
      - 1) Compressor
      - 2) Fan
      - 3) A/C
      - 4) Aux. Air Heat
      - 5) Aux. Water Heat
  - 8. Faults – Global
    - a. High Discharge Pressure
    - b. Low Suction Pressure
    - c. High Compressor Motor Temperature
    - d. and “Count to Ten” Lockout
  - 9. HAC Proof Status – Both Air and Water
- 2.14 Control Sensors
- A. The unit shall be provided with the following factory mounted and wired control devices:
- 1. Space Dry Bulb Temperature Sensor (field wired with economizer option)
  - 2. Space Relative Humidity Sensor (field wired with economizer option)
  - 3. Pool Water Temperature Sensor Defrost Controller
  - 4. Defrost Controller

- B. The unit shall be delivered with the following factory supplied sensors to be installed in the field:
  - 1. Cold Surface Condensation Prevention Temperature Sensor (Dew Point Reset).
- C. An anti-cycle timer shall be provided in the unit control system to prevent short-cycling of the compressor.
- D. Under normal conditions, the unit fan shall operate continuously, to provide air circulation within the pool enclosure.
- E. The compressor shall not operate if the defrost thermostat set point has been reached. Evaporator coil defrost shall be accomplished by the flow of air drawn across the coil by the unit fan.

## 2.15 Sequence of Operation

### A. Description

- 1. All essential operating and logic controls shall be factory mounted and wired in the unit. Control sequences shall be designed specifically to control swimming pool environmental conditions.

### B. Humidity Control

- 1. When the humidity is above the set point the controller energizes the compressor and directs hot gas to air reheat condenser. If the pool water temperature is below the set point, the recovered heat is directed to the pool water condenser and the air reheat condenser or the auxiliary air cooling condenser, if so equipped. If the pool water temperature is at or above the set point, the recovered heat is directed to the air reheat condenser or the auxiliary air cooling condenser, if so equipped.

### C. Pool Water Heating

- 1. When the dehumidifier is in either the dehumidifying and/or air conditioning mode and the pool water temperature is below the set point, a portion of the recovered heat is directed to the pool water condenser. At other times when the pool water requires heat, the PoolComPak activates the main pool water heater.

### D. Space Heating

- 1. When the compressor is running in the dehumidification mode and the pool water temperature is at or above the set point and the space temperature is below the set point, the recovered heat is directed to the air reheat condenser. If the space temperature drops more than 2°F below the set point, the auxiliary space heating system (by others) shall be activated by a dry contact closure from the controller. A further drop in space temperature will activate the second stage of auxiliary heat (if available).

E. Space Humidity Reset Control based on Cold Surface Temperature

1. When the temperature of the interior surface at the cold surface sensor drops to within 5°F of the absolute humidity set point (dew point), the absolute humidity set point is offset downward. This condition causes the dehumidifier system to activate humidity control, lowering the space dew point and hindering the formation of condensate on the cold surfaces.

F. Air Conditioning

1. Air Cooled Condenser

- a. In order to achieve space cooling of the natatorium by the rejection of reclaimed heat, the dehumidifier shall be equipped with a properly sized remote air cooled condenser and shall automatically change over from heating to air conditioning as a function of dry bulb cooling demand in the natatorium. The sensible and latent heat recovered in air conditioning mode is rejected via an air cooled condenser if it is not needed for pool water heating.
- b. The dehumidification unit shall include external hot gas and liquid connections to permit piping by the installing contractor to a remote air-cooled condenser provided by the unit manufacturer. The dehumidification unit's electrical panel shall have connections for the control of the condenser. The control voltage shall be 24 VAC.
- c. The condenser shall have one of the two head pressure controlled variable speed horsepower fan motor(s). The fan motor(s) shall be specifically designed for variable speed operation and have permanently lubricated ball bearings and an internal thermal overload. Fan blades shall be of the aluminum propeller blade type. Multiple fan units will be mounted on a common weatherized steel channel base and have common refrigerant and electrical connections. The fans shall be mounted on a close-mesh steel grill that has been vinyl coated for weather resistance. The condenser shall be of the vertical airflow type. The condenser fan and control wiring shall terminate in an electrical box integral with the cabinet. The condenser cabinet shall be zinc-coated steel covered with a high adhesive, baked on finish and/or corrosion resistant aluminum. The condenser coil shall be constructed of aluminum fins mechanically bonded to copper tubes. The condenser shall be shipped with a dry nitrogen holding charge.

G. Outside Air

1. The dehumidification unit casing shall include a manual locking damper with duct collar, to permit the introduction of up to 30% outside air to the inlet of the fan, downstream of the evaporator and reheat coil. Damper assembly shall be of heavy-duty construction, designed for industrial applications. The frame and opposing blades shall be fabricated of formed 16 gauge galvanized steel. The shaft shall be 1/2" plated steel hex.
2. The opening shall be on the unit's top or side. Filter rack and filter by others.
3. Preheating of outside air may be required for freeze protection and occupant comfort. An exhaust fan, with a capacity equal to or greater than the amount of outside air brought into the unit shall be furnished and installed by the installing contractor.

## H. Fire Trip

1. Upon receipt of a contact closure from a fire control system (by others) a fire trip cycle shall be initiated. Compressor and fan motor shall be de-energized. For units equipped with the optional economizer, the dry contact shall open causing the outside and exhaust air dampers to close and the return air damper to open. Contact action is programmable.

## 2.16 BACnet MS/TP (Optional)

- A. The dehumidifier control panel shall be capable of direct connection to a BACnet MS/TP based Building Automation System. With proper connection to the RS-485 network, the dehumidifier shall appear as a native BACnet device.

## PART 3 - EXECUTION

## 3.1 Functional Factory Test and Verification

- A. The completed unit shall be completely tested for functionality in the factory before shipment. The functional test shall consist of an in-unit test of the controller, inputs, outputs, safeties and the basic sequence of operation. Also, part of the functional test will be verification of the operation of compressor(s), fan(s), and associated electrical components, and if furnished, gas furnaces controls and/or the valve actuators for coils. The functional test shall not be construed as a performance or capacity test. Each unit will have a record of the test certificate prepared documenting the unit serial number which shall be maintained at the factory. Testing of field installed components or the sequence of operation is not a substitute for factory testing. A copy of the functional test report shall be maintained on file and can be furnished upon request.

## 3.2 Warranty

- A. Manufacturer shall provide 30-day labor and 15-month parts warranty on the entire unit. (US and Canada)
- B. Manufacturer shall provide a 2-5 year extended compressor part warranty.

## 3.3 Start-Up

- A. All units shall be thoroughly cleaned by the installing contractor in accordance with the manufacturer's instructions prior to being placed into service.
- B. Start-up service shall be provided in accordance with the equipment manufacturer's instructions and must include complete testing of all controls and unit operation. The agency responsible for start-up shall record the refrigeration pressures and electrical operating data. Copies of this data are to be supplied to the owner and manufacturer.

END OF SECTION