DELAWARE STATE UNIVERSITY CONTRACT # FD-15-012

SPECIFICATIONS FOR

Price Building 2nd Floor South Window Replacement

IN

East Dover Hundred - Kent County Dover, Delaware

> PREPARED BY

StudioJaed

ISSUED FOR BID March 20, 2015



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INVITATION TO BID

Sealed bids for Delaware State University Contract No. **FD-15-012 – Price Building 2nd Floor South Window Replacement** will be received by the Delaware State University, in the reception area of the Purchasing Office in the Administration Building, 1200 N. DuPont Highway, Dover, DE 19901-2277 (Third Floor), until **3:00pm** local time on **April 29, 2015**, at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves: The Project consists of the replacement of existing windows in the second floor south end and installation of new window treatment on first and second floor south end of the building and as per bid documents.

A MANDATORY Pre-Bid Meeting will be held on April 22, 2015, at 1:00pm at Price Building Lobby for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.

Sealed bids shall be addressed to the Delaware State University c/o the Purchasing Department, Administration Building, Room 321 (Third Floor), Dover, DE 19901-2277, Attn: Jessica Wilson, Director of Purchasing. The outer envelope should clearly indicate: "DSU CONTRACT NO. FD-15-012 – Price Building 2nd Floor South Window Replacement - SEALED BID - DO NOT OPEN."

Contract documents may be obtained or reviewed at the office of StudioJaed, 2500 Wrangler Hill Road, Fox Run Office Plaza, Suite 110, Bear, DE 19701 upon receipt of \$150.00 per set/non-refundable, starting on the day of the mandatory pre-bid. Checks are to be made payable to "StudioJaed". Alternatively, in consideration of our environment, and in alignment with the University's sustainability initiatives, bidders may request an electronic copy of the bidding documents by submitting a written request to <u>constructionbid@desu.edu</u>. Delaware State University will track all bidders and ensure plan holder receive all addenda.

Summary of Events and Dates:

April 22, 2015	Mandatory Site Visit at Price Building Lobby (1:00PM EST)
April 24, 2015	Deadline for Questions (4:00PM EST)
April 27, 2015	Posting of Answers to Contractor Questions (4:00PM EST)
April 27, 2015	Final Date for Addendums
April 29, 2015	Proposals Due (3:00 PM EST)
May 06, 2015	Contractor Selection Date
May 18, 2015	Anticipated Start of Construction Date (subject to change)
May 18, 2015	Latest Date for Contract Award
July 31, 2015	Substantial Completion

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates.

The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. Delaware State University reserves the right to reject any or all bids and to waive any informalities therein. Delaware State University may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days' notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

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- 1. DEFINITIONS
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- 3. BIDDING DOCUMENTS
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- 5. CONSIDERATION OF BIDS
- 6. POST-BID INFORMATION
- 7. PERFORMANCE BOND AND PAYMENT BOND
- 8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
- 9. LIQUIDATED DAMAGES

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 BOARD: The Delaware State University Board of Trustees
- 1.4 UNIVERSITY: The Delaware State University
- 1.5 AGENCY: The Delaware State University
- 1.6 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.
- 1.14 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.
- 1.15 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- 1.16 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).
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.22 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.23 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.
- 1.24 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.
- 1.25 LIQUIDATED DAMAGES: An amount due and payable to the University by the Contractor for additional costs incurred by the University resulting from the Contractor's failure to complete within the Contract time.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.3 JOINT VENTURE REQUIREMENTS

- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.
- 2.4 ASSIGNMENT OF ANTITRUST CLAIMS
- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

- 3.1 COPIES OF BID DOCUMENTS
- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.
- 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS
- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations,

corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License.'
- 4.2 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 <u>Delaware Code</u>, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.
- 4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.
- 4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

- 4.4.1 During the performance of this contract, the contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.5 PREVAILING WAGE REQUIREMENT

- 4.5.1 Wage Provisions: In accordance with <u>Delaware Code</u>, 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.
- 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), it is in the best interest of the State.

- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

- 5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
 - A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
 - B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
 - C. The Bidder's written safety plan;
 - D. Whether the Bidder is qualified legally to contract with the State;
 - E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
 - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
- 5.3.3.2 Evidence of collusion among Bidders.
- 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
- 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. 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 and Bond, 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 contract the Delaware Business license of subcontractor or independent contract the Delaware Business license of subcontractor or independent contract the Delaware Business license of subcontractor or independent contract the Delaware Business license of subcontractor or independent contract the Delaware Business license of subcontractor or independent contract the Delaware Business license of subcontractor or independent contract the Delaware Business license of subcontractor or independent contract the Delaware Business license of subcontractor or independent contract the Delaware Business license of subcontractor or independent contract the Delaware Business license of subcontract or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

- 7.1 BOND REQUIREMENTS
- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).
- 7.2 TIME OF DELIVERY AND FORM OF BONDS
- 7.2.1 The bonds shall be dated on or after the date of the Contract.
- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

ARTICLE 9: LIQUIDATED DAMAGES

9.1 Schedule of Liquidated Damages:

Schedule of Liquidated Damages				
Awarded 0	Awarded Contract Value			
For Greater Than	Up to and Including	Calendar Day		
\$0.00	\$25,000.00	\$290.00		
\$25,000.00	\$50,000.00	\$300.00		
\$50,000.00	\$100,000.00	\$400.00		
\$100,000.00	\$500,000.00	\$630.00		
\$500,000.00	\$1,000,000.00	\$820.00		
\$1,000,000.00	\$2,000,000.00	\$1,000.00		
\$2,000,000.00	\$5,000,000.00	\$1,060.00		
\$5,000,000.00	\$10,000,000.00	\$1,180.00		
\$10,000,000.00	\$15,000,000.00	\$1,870.00		
\$15,000,000.00	\$20,000,000.00	\$3,130.00		
\$20,000,000.00	Over	\$4,360.00		

9.2

For each calendar day or work day that work remains uncompleted after the Contract time has expired or beyond the completion date established by the Contract, the sum specified in paragraph 9.1 of this document, will be deducted from any money due the Contractor. This sum shall not be considered and treated as a penalty but as liquidated damages due the University by reason of inconvenience to the public, added cost of engineering and supervision, and other extra expenditures of public funds due to the Contractor's failure to complete the work on time. Any adjustment of the Contract time for completion of the work granted by the University will be considered in the assessment of liquidated damages.

END OF SECTION 00 21 13

(Mritton Out)



BID FORM

 Project:
 FD-15-012 – Price Building 2nd Floor South Window Replacement

 Location:
 Delaware State University

 Price Building, Main Campus
 1200 North DuPont Hwy

For Bids Due: April 29, 2015 at 3:00pm

Dover, Delaware

To: Delaware State University Administration Bldg. Purchasing, Room 321 1200 N. DuPont Highway Dover, DE 19901-2277 Attn: Jessica Wilson Director of Purchasing

Name of Bidder:

ሰ

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

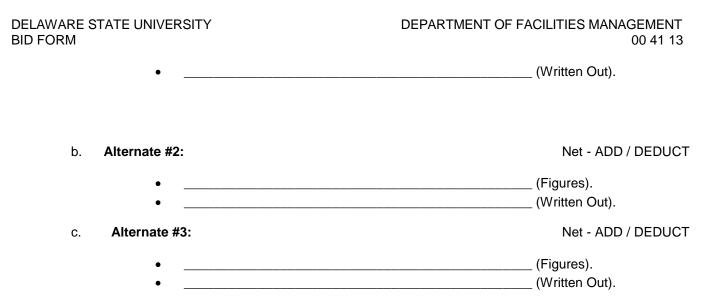
(Other License Nos.):

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

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

Ф <u> </u>	(\$) (Figures).	_(whiteh Out).
A.	ALTERNATES (Note: project is subject to	o prevailing wages)	

- 1. Alternates: Alternate prices conform to applicable project specification section. Refer to the drawing specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossing out the part that does not apply.
 - a. Alternate #1: Net ADD / DEDUCT
 - _____ (Figures).



B. UNIT PRICES

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

			ADD	DEDUCT
UNIT PRICE No. 1:	(BRIEF DESCRIPTION)	_ \$	\$ _	
UNIT PRICE No. 2:	(BRIEF DESCRIPTION)	_ \$	\$	
UNIT PRICE No. 3:	(BRIEF DESCRIPTION)	_ \$	\$ _	

C. WORK SCHEDULE

- We understand that this contract is governed by liquidated damages and that submission of this bid is acceptance of the proposed contract completion date. Our proposed detailed project schedule shows more fully the sequence of activities necessary to meet the specified schedule. The project schedule is a required attachment of a complete bid and failure to submit a viable schedule will be a justifiable reason to deem the bid as incomplete.
- I/We can begin work ______ calendar days after notification of award and will require ______ calendar days thereafter to complete the work. Work on the project will begin ______ calendar days after Letter of Intent.
- 3. Alternative Work Hours

Work during "regular hours" at this site is being performed on a single shift, eight hours per day, 7:30 AM to 4:30 PM, and five days per week, Monday through Friday. To meet the schedule established on the basis of Item 1 above, our proposed work hours will be _____ hours per day, _____ AM to _____ PM, and _____ days per week, _____ through _____ the cost of which is reflected in our lump sum price. Our lump sum price also includes any mandatory off-hours work required per special conditions.

D. SITE SUPERINTENDANT

We propose to use ______ of his/her qualifications is attached. ____ as our site superintendent. A resume

We understand that DSU reserves the right to interview him/her prior to contract award/prior to start of work and to reject him/her if not considered acceptable. If rejected, we will propose alternate personnel for the position who will be subject to the same review and acceptance procedure, at no increase in our lump sum proposal.

We also understand DSU reserves the right to reject our bid if we are unable to provide a site supervisor acceptable to DSU within thirty (30) calendar days after submission of this bid.

E. REMARKS

- 1. I/We acknowledge Addendums numbered ______ and the price(s) submitted include any cost/schedule impact they may have.
- 2. This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.
- 3. The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.
- 4. This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.
- 5. 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.
- 6. Our Bid Price(s) are firm based on contract award within thirty (30) calendar days of the date of submittal of this bid.
- 7. I/We understand that we will not be compensated at a later date for claimed additional costs based on any information received during the bid period, but which is not identified in our proposal and subsequently accepted in writing by DSU.

DELAWARE STATE UNIVERSITY BID FORM

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	1
By(Individual's / General Partner's / Corporate Name	Trading as
(State of Corporation)	
Business Address:	
Witness:	By:
(SEAL)	(Authorized Signature)
	(Title)
D	ate:
ATTACHMENTS	
Sub-Contractor List Non-Collusion Statement Bid Security Construction Schedule	
Resume of Site Superintendent (Others as Required by Project Manuals)	

END OF SECTION 00 41 13

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	in the County of _as Principal , and County of and State of the State of Delaware (" State "), are held and fi	rmly unto the State
in the sum of		Dollars (\$),
or percent not to ex	xceed	Dollars (\$ ount of bid on Contract No	
Dollars (\$) of am	ount of bid on Contract No	, to be
paid to the State for the use and	benefit of	(inser	rt State agency
name) for which payment well a	and truly to be	made, we do bind ourselves, our and each of o	our heirs, executors,
administrators, and successors, jo	ointly and sever	ally for and in the whole firmly by these present	S.
NOW THE CONDITION	N OF THIS OB	LIGATION IS SUCH That if the above bonded	l Principal who has
submitted to the		(insert State agency name) a	certain proposal to
enter into this contract for the fu	rnishing of cert	<i>(insert State agency name)</i> a tain material and/or services within the State , shows a service of the service	hall be awarded this
Contract, and if said Principal s	hall well and the	ruly enter into and execute this Contract as may	y be required by the
terms of this Contract and approv	ved 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 te	erms of said pro	posal, then this obligation shall be void or else	to be and remain in
full force and virtue.	-		
Sealed with seal and	l dated this	day ofin the year	of our Lord two
thousand and	(20	_).	
SEALED, AND DELIVERED I	N THE		
Presence	e of		
		Name of Bidder (Organization)
	P		
Corporate	By:		
Seal		Authorized Signature	
Attest			
		Title	
		Name of Surety	
XX 7" /	D		
Witness:	By:		
		Title	

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b <u>Delaware Code</u>, the following sub-contractor listing must accompany the bid submittal. The name and address of the subcontractor **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.

<u>Subcontractor</u> <u>Category</u>	Subcontractor	Address (City & Sta	<u>te)</u>	Subcontractors tax payer ID # or Delaware Business license #
1				
2				
3				
4				
5.				
6				
7				
8.				
9				

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.

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.

END OF SECTION 00 52 13

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

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

ARTICLE 5: PAYMENTS

- 5.1 PROGRESS PAYMENTS
- 5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

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

ARTICLE 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 00 54 13

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 suret	y (" 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	s, our and each and every of our heirs,
executors, administrations, successor	s and assigns, jointly	y 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:		
	By:	(SEAL)
Name:	Name: Title:	
(Corporate Seal)		
	SURETY	
	Name:	
Witness or Attest: Address:		
	By:	(SEAL)
Name:	Name: Title:	
(Corporate Seal)		

STATE OF DELAWARE OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number:

KNOW ALL PERSONS BY THESE	E 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	s and assigns, jointly ar	nd 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 ______dated the ______dated truly 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:		
	By:	(SEAL)
Name:	Name:	
(Corporate Seal)	Title:	
	SURETY	
	Name:	
Witness or Attest: Address:		
	By:	(SEAL)
Name:	Name:	
(Corporate Seal)	Title:	

(Corporate Seal)

APPLICATION AND CE	ERTIFICATION FOR PAYMENT	AIA DOCUMENT G70)2	PAGE ONE OF	PAGES
TO OWNER:	PROJECT: New Office & Warehouse	APPLICATION NO:	4	Dis	stribution to:
Owner					OWNER
0000 4th Street					ARCHITECT
Las Vegas, Nv. 00000		PERIOD TO:	12/31/99		CONTRACTOR
FROM CONTRACTOR:	VIA ARCHITECT:				GENERAL CONTRACTOR
XYZ ELECTRIC	Arhitects				
000 Las Vegas BLVD.	000 Tropicana Blvd.	PROJECT NOS:	NV000		
Las Vegas, Nv. 00000	Las Vegas, Nv. 00000				
CONTRACT FOR: Elect. Systems	VIA GENERAL CONTRACTOR: Burke And Associates	CONTRACT DATE:	08/13/99	· · · ·	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM		\$	120,693.00
Net change by Change Orders		\$	832.16
3. CONTRACT SUM TO DATE (Line 1 ± 2)		\$	121,525.16
4. TOTAL COMPLETED & STORED TO		\$	53,064.30
DATE (Column G on G703)			
5. RETAINAGE:			
a. 6 % of Completed Work	\$	5,069.73	
(Column D + E on G703)			
b. % of Stored Material	\$	236.70	
(Column F on G703)			•
Total Retainage (Lines 5a + 5b or			
Total in Column I of G703)		\$	5,306.43
6. TOTAL EARNED LESS RETAINAGE	\$	47,757.87	
(Line 4 Less Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR			
PAYMENT (Line 6 from prior Certificate)	\$	21,970.80	
8. CURRENT PAYMENT DUE		\$	25,787.07
9. BALANCE TO FINISH, INCLUDING RE	TAINAGE	\$	73,767.29
(Line 3 less Line 6)			

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS		
Total changes approved in previous months by Owner	\$0.00			
Total approved this Month	\$832.16			
TOTALS	\$832.16	\$0.00		
NET CHANGES by Change Order	\$832.16			

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - @1992

CONTRACTOR: XYZ ELECTRIC 12/31/99 Date: By: President County of: State of: Subscribed and sworn to before me this day of Notary Public: My Commission expires: ARCHITECT NT • C In accordance with the er that to comprisi oplica Arch progressed as indicated, edgi cuments, and the Contractor the c of the Wo is en · · · · · S AM (Attach explanation if amount certified differs from the amount applied. Initial all figures on this

(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.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

4

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12/31/99 APPLICATION DATE:

> 12/31/99 PERIOD TO:

ARCHITECT'S PROJECT NO:

Α	В	С	D	E	F	G		Н	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COM FROM PREVIOUS APPLICATION (D + E)	PLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN	TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
					D OR E)	(D+E+F)			
1	Bid Depository Fee	\$1,500.00	\$1,500.00			\$1,500.00	100.00%		\$150.00
· · · · · · · · · · · · · · · · · · ·	Equipment/Switch Gear (Materials Only)	\$14,471.00	\$9,607.00			\$9,607.00	66.39%	\$4,864.00	\$960.70
3	Light Fixtures (Materials Only)	\$22,087.00			\$2,367.00	\$2,367.00	10.72%	\$19,720.00	\$236.70
4	Fire Alarm - Rough	\$7,748.00	\$2,750.00	\$312.00		\$3,062.00	39.52%	\$4,686.00	\$306.20
5	Fire Alarm - Trim	\$2,082.00						\$2,082.00	\$0.00
6	Office - Under Slab	\$21,110.00	\$10,555.00	\$10,555.00		\$21,110.00	100.00%		\$2,111.00
7	Office - Rough	\$15,395.00		\$5,850.10		\$5,850.10	38.00%	\$9,544.90	\$585.01
8	Office - Trim	\$12,169.00						\$12,169.00	\$0.00
9	Warehouse - Under Slab	\$7,634.00		\$7,634.00		\$7,634.00	100.00%	······	\$763.40
10	Warehouse - Rough	\$5,090.00		\$1,934.20		\$1,934.20	38.00%	\$3,155.80	\$193.42
211	Warehouse - Trim	\$2,667.00					-	\$2,667.00	\$0.00
12	Site Underground	\$8,740.00						\$8,740.00	\$0.00
13	Subcontract Change Order # 1 - Add Lighting	\$832.16				-	-	\$832.16	\$0.00
· · · · · · · · · · · · · · · · · · ·									\$0.00
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	GRAND TOTALS	\$121,525.16	\$24,412.00	\$26,285.30	\$2,367.00	\$53,064.30	43.67%	\$68,460.86	\$5,306.43

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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 <u>General Conditions of the Contract for Construction</u> and is part of this project manual as if herein written in full.

END OF SECTION 00 72 13

SUPPLEMENTARY GENERAL CONDITIONS A201-2007

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

TABLE OF ARTICLES

- 1. GENERAL PROVISIONS
- 2. OWNER
- 3. CONTRACTOR
- 4. ADMINISTRATION OF THE CONTRACT
- 5. SUBCONTRACTORS
- 6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7. CHANGES IN THE WORK
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- 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:

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

- 1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.
- 1.2.5 The word "PROVIDE" as used in the Contract Documents shall mean "FURNISH AND INSTALL" and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.
- 1.2.6 The word "PRODUCT" as used in the Contract Documents means all materials, systems and equipment.
- 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

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

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

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

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

- 3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.
- 3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.
- 3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

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

3.5 WARRANTY

Add the following Paragraphs:

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

Add the following Paragraph:

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

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

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 <u>Delaware Code</u> § 6962(d)(10)b.3 and 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

- 8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.
- 8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.
- 8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Paragraph:

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

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

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

Add the following Paragraph:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

- 9.2.1 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.
- 9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

- 9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
- 9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

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

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3 - Add the following sentence:

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

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

- 10.1.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.
- 10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.
- 10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraph 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

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

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

13.6 INTEREST

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

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

- 15.1.2 Throughout the Paragraph strike "21" and insert "45".
- 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

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

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

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

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

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

15.4 ARBITRATION

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

END OF SECTION 00 73 13

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 13, 2015

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	39.67	33.22	48.83
BRICKLAYERS	49.39	49.39	49.39
CARPENTERS	51.86	51.86	41.22
CEMENT FINISHERS	69.27	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	21.20
ELECTRICIANS	63.60	63.60	and the second
ELEVATOR CONSTRUCTORS	80.31	40.93	37.29
GLAZIERS	67.35	67.35	30.55
INSULATORS	53.38	53.38	20.15
IRON WORKERS	60.12	60.12	53.38
LABORERS	40.95		60.12
MILLWRIGHTS	47.47	40.95	40.95
PAINTERS	43.04	65.23	51.80
PILEDRIVERS	71.17	44.94	44.94
PLASTERERS	21.60	37.64	30.45
PLUMBERS/PIPEFITTERS/STEAMFITTERS	62.20	28.55	17.50
POWER EQUIPMENT OPERATORS	and the second se	36.66	54.49
ROOFERS-COMPOSITION	43.88	58.31	24.13
ROOFERS-SHINGLE/SLATE/TILE	21.82	20.45	17.63
CHEET METAL WORKERS	17.59	13.72	14.10
SOFT FLOOR LAYERS	47.05	64.16	64.16
PRINKLER FITTERS	48.57	48.57	48.57
ERRAZZO/MARBLE/TILE FNRS	53.52	53.52	53.52
ERRAZZO/MARBLE/TILE FNRS	54.11	52.50	45.45
RUCK DRIVERS	62.13	60.28	52.63
NOCH DAIVERS	24.43	26,64	20.03

CERTIFIED

01 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: Delaware State University Price Hall 2nd Floor South Window Replacement Phase II, Kent County

GENERAL REQUIREMENTS

TABLE OF ARTICLES

- 1. GENERAL PROVISIONS
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ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- 1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.
- 1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS
- 1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
 - 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

- 3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.
- 3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.
- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, <u>Delaware Code</u>, "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 <u>Delaware Code</u>.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

- 4.1 CONTRACT SURETY
- 4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND
- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.
- 4.1.3 Contents of Performance Bonds The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the

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

- 4.1.4 Invoking a Performance Bond The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.
- 4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in <u>duplicate</u>.
- 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 pursing additional remedies as otherwise provided by law.
- 4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY
- 4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.
- 4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.
- 4.4 RIGHT TO AUDIT RECORDS

- 4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

- 5.1 SUBCONTRACTING REQUIREMENTS
- 5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:
 - A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
 - 2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.
- 5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.
- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.
- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
 - A. Is unqualified to perform the work required;
 - B. Has failed to execute a timely reasonable Subcontract;
 - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
 - D. Is no longer engaged in such business.

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

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

- 5.3 ASBESTOS ABATEMENT
- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.
- 5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED
- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.
- 5.5 CONTRACT PERFORMANCE
- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.
- 8.4 SUSPENSION AND DEBARMENT
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the

Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

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

8.5 RETAINAGE

- 8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.
- 8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

- 9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.
- 9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.
- 9.1.3 Section 6516, Title 29 of the <u>Delaware Code</u> 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 <u>must</u> be provided <u>directly to the Owner</u> 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 \$1,000,000 \$1,000,000	for each person for each occurrence aggregate
Property Damage	\$500,000 \$1,000,000	for each occurrence aggregate

11.7.2 <u>Contractor's Protective Liability Insurance</u>

Minimum coverage to be:

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

11.7.3 <u>Automobile Liability Insurance</u>

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 <u>guaranteeing</u> 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 <u>Social Security Liability</u>

- 11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.
- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

- 13.1 CUTTING AND PATCHING
- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.
- 13.2 DIMENSIONS
- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.
- 13.3 LABORATORY TESTS
- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.
- 13.4 ARCHAEOLOGICAL EVIDENCE
- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those

authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

- 13.5 GLASS REPLACEMENT AND CLEANING
- 13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OF CONTRACT

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

END OF SECTION 00 81 13

SECTION 01 10 00 SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Price Hall 2nd Floor South Window Replacement.
- B. Owner's Name: Delaware State University.
- C. Architect / Engineer's Name: Studio JAED (SJ)
- D. The Project consists of the replacement of exising windows and installation of new window treatments on 1st and 2nd floor south.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Division 00.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02 41 00. Window demolition and temporary enclosure will be completed by others.
- B. Scope of renovation work is shown on drawings and included in specifications.

1.04 WORK BY OWNER

A. None.

1.05 OWNER OCCUPANCY

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

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to the building premises.
- B. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
 - 3. Adhere to owner's guidelines regarding entrance and egress to the site as identified during the pre-bid meeting.
- C. Utility Outages and Shutdown:
 - 1. Coordinate any interruption and/or shutdown of utilities with the owner at least 7 days in advance of the anticipated interruption and/or shutdown. Limit any interruptions/shutdowns to the absolute minimum amount of time.
 - 2. The owner reserves the right to reschedule construction shutdowns with minimal warning to the contractor as required to respond to emergencies.

1.07 GENERAL STANDARDS

- A. Architectural Items
 - 1. Notify the owner in the event any existing hazardous materials, such as asbestos, pcb's, lead, etc., are 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 regulations, laws and ordinances.

- 2. Prior to submitting bid, the contractor shall visit the site and be thoroughly familiar with the existing conditions and proposed construction. Contractor shall include in their bid all material, labor, and all incidentals for a complete installation whether specifically indicated or not. All errors, discrepancies and missed items shall be brought to the attention of the engineer during the bidding process by the contractor. These items shall be included in the bid price. No extra cost will be allowed for any discrepancy which could have been noticed at the site visit by the contractor.
- 3. The contractor shall be responsible for all additional costs incurred as a result of substitutions or deviations from the basis of design shown on these drawings.
- 4. Give notices, file plans, obtain permits, and licenses, pay fees and back charges, and obtain necessary approvals from authorities that have jurisdiction.
- 5. Maintain record drawings on site. Record set must be complete and current and available for inspection when requisitions for payment are submitted.
- 6. Guarantee work in writing per specifications, repair or replace defective materials or installation at no cost to owner during the guarantee period. Correct damage caused in making necessary repairs and replacements under guarantee at no cost to owner. Submit guarantee to owner before final payment.
- 7. Damage to existing facilities and equipment shall be repaired or replaced immediately by the contractor at no additional expense to the owner.
- 8. The locations on these plans are approximate and require coordination with all other trades and verification of existing conditions. The contractor is responsible for field verification of all existing associated conditions. Contractor is responsible for obtaining all other trade's drawings and specifications and coordinating with all other trades during bidding and construction.
- 9. Repair and patch any disturbed areas to match adjacent construction.
- 10. Contractor shall submit for review, shop drawings for all equipment and materials used on the project. Submittals shall be reviewed by the architect before purchase of materials.
- 11. Refer to specifications for additional information that is not shown on the drawings.

END OF SECTION

SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Change procedures.

1.02 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- B. Forms filled out by hand will not be accepted.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Submit three copies of each Application for Payment.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Submittals for review, information, and project closeout.
- E. Submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

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

3.02 SITE MOBILIZATION MEETING

- A. Owner will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's Superintendent.
 - 5. Contractor's Project Manager.
 - 6. Major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements and occupancy prior to completion.
 - 3. Construction facilities and controls provided by Contractor and Owner.
 - 4. Security and housekeeping procedures.
 - 5. Schedules.
 - 6. Application for payment procedures.

- 7. Procedures for maintaining record documents.
- 8. Requirements for start-up of equipment.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, and Architect, as appropriate to agenda topics for each meeting.

C. Agenda:

- 1. Review minutes of previous meetings.
- 2. Review of Work progress.
- 3. Field observations, problems, and decisions.
- 4. Identification of problems that impede, or will impede, planned progress.
- 5. Review of submittals schedule and status of submittals.
- 6. Maintenance of progress schedule.
- 7. Corrective measures to regain projected schedules.
- 8. Planned progress during succeeding work period.
- 9. Maintenance of quality and work standards.
- 10. Effect of proposed changes on progress schedule and coordination.
- 11. Other business relating to Work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

3.05 SUBMITTALS FOR REVIEW

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

3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

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

END OF SECTION

SECTION 01 40 00 QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

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

2.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

2.03 TESTING AND INSPECTION

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

2.04 MANUFACTURERS' FIELD SERVICES

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

2.05 DEFECT ASSESSMENT

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

END OF SECTION

SECTION 01 42 16 DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary sanitary facilities.
- B. Security requirements.
- C. Vehicular access and parking.
- D. Waste removal facilities and services.

1.02 TEMPORARY SANITARY FACILITIES

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

1.03 BARRIERS

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

1.04 SECURITY

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

1.05 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Parking is limited in this area. Parking will be coordinated by the contractor and will be off-site.

1.06 WASTE REMOVAL

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

1.07 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS - NOT USED PART 3 EXECUTION - NOT USED

SECTION 01 60 00 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 SUBMITTALS

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

PART 2 PRODUCTS

2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

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

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.

- 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
- 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 Administrative Requirements: Submittals procedures.
- C. Section 01 40 00 Quality Requirements: Testing and inspection procedures.

1.03 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.04 QUALIFICATIONS

A. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

1.05 PROJECT CONDITIONS

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

- D. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.06 COORDINATION

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

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and _____.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations, and ______.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.03 GENERAL INSTALLATION REQUIREMENTS

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

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and _____): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.

- 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
- 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
- 4. Verify that abandoned services serve only abandoned facilities.
- 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

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

3.07 PROTECTION OF INSTALLED WORK

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

3.08 SYSTEM STARTUP

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

3.09 DEMONSTRATION AND INSTRUCTION

- A. See Section 01 79 00 Demonstration and Training.
- B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.10 ADJUSTING

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

3.11 FINAL CLEANING

- A. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean debris from roofs, gutters, downspouts, and drainage systems.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 MAINTENANCE

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

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CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. This project is dependent on diversion of 75 percent, by weight, of potential landfill trash/waste by recycling and/or salvage.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 Summary: List of items to be salvaged from the existing building for relocation in project or for Owner.
- B. Section 01 30 00 Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. Section 01 50 00 Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- D. Section 01 60 00 Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- E. Section 01 70 00 Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

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- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.

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- c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
- d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
- 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
- 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
- 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS

2.01 PRODUCT SUBSTITUTIONS

A. See Section 01 60 00 - Product Requirements for substitution submission procedures.

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 50 00 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- B. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- C. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-construction meeting.
 - 2. Regular job-site meetings.
- D. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.

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- 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- E. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- F. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- G. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

SECTION 01 79 00 DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

- A. Demonstration of products and systems where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
 - 1. Electrical systems and equipment.

1.02 RELATED REQUIREMENTS

- A. Section 01 78 00 Closeout Submittals: Operation and maintenance manuals.
- B. Section 01 91 13 General Commissioning Requirements: Additional requirements applicable to demonstration and training.
- C. Other Specification Sections: Additional requirements for demonstration and training.

1.03 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
 - 1. Submit to Architect for transmittal to Owner.
 - 2. Submit not less than four weeks prior to start of training.
 - 3. Revise and resubmit until acceptable.
 - 4. Provide an overall schedule showing all training sessions.
 - 5. Include at least the following for each training session:
 - a. Identification, date, time, and duration.
 - b. Description of products and/or systems to be covered.
 - c. Name of firm and person conducting training; include qualifications.
 - d. Intended audience, such as job description.
 - e. Objectives of training and suggested methods of ensuring adequate training.
 - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
 - g. Media to be used, such a slides, hand-outs, etc.
 - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
 - 1. Include applicable portion of O&M manuals.
 - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
 - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
 - 1. Identification of each training session, date, time, and duration.
 - 2. Sign-in sheet showing names and job titles of attendees.
 - 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.

1.04 QUALITY ASSURANCE

A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.

- 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
- 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

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

3.02 TRAINING - GENERAL

- A. Conduct training on-site unless otherwise indicated.
- B. Owner will provide classroom and seating at no cost to Contractor.
- C. Provide training in minimum two hour segments.
- D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
 - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
 - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
 - 3. Typical uses of the O&M manuals.
- F. Product- and System-Specific Training:
 - 1. Review the applicable O&M manuals.
 - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
 - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
 - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
 - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 - 6. Discuss common troubleshooting problems and solutions.
 - 7. Discuss any peculiarities of equipment installation or operation.
 - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.

- 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
- 10. Review spare parts and tools required to be furnished by Contractor.
- 11. Review spare parts suppliers and sources and procurement procedures.
- G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

SECTION 02 41 00 DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements.
- B. Selective demolition of building elements for alteration purposes.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

A. Remove and dispose of building elements identifed on the drawings and/or those required to facilitate new work.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Provide, erect, and maintain temporary barriers and security devices.
 - 2. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 3. Do not close or obstruct roadways or sidewalks without permit.
 - 4. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 5. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.1. Provide bracing and shoring.
- D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction are based on casual field observation and existing record documents only.
 - 1. Verify that construction arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
- D. Services (Including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as required to facilitate new work.

- 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
- 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

SECTION 04 05 11 MASONRY MORTARING AND GROUTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mortar for unit masonry.
- B. Grout for masonry.
- C. Mortar for cast stone masonry.

1.02 RELATED REQUIREMENTS

- A. Section 04 20 00 Unit Masonry: Installation of mortar and grout.
- B. Section 04 72 00 Cast Stone Masonry
- C. See Structural Drawings for additional Project Specifications. If Conflicting Project Specifications arise, the Project Specifications on the Structural Drawings govern.

1.03 REFERENCE STANDARDS

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

1.04 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Product Data: Include design mix based on the Proportion specification of ASTM C 270 is to be used.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

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

1.06 DELIVERY, STORAGE, AND HANDLING

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

1.07 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 MORTAR AND GROUT APPLICATIONS

- A. At Contractor's option, mortar and grout may be field-mixed from packaged dry materials, made from factory premixed dry materials with addition of water only, or ready-mixed.
- B. Mortar Mix Designs: ASTM C270, Property Specification.

2.02 MATERIALS

- A. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C387/C387M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
 - 1. Color: Mineral pigments added as required to produce approved color sample.
 - 2. Products:
 - a. Amerimix, an Oldcastle brand; AMX 400: www.amerimix.com.
 - b. Substitutions: See Section 01 60 00 Product Requirements.
- B. Masonry Cement: ASTM C91.
 - 1. Type: Type N.
 - 2. Colored Mortar: Premixed cement as required to match Architect's color sample.
 - 3. Manufacturers:
 - a. Solomon Colors; Solomon Colors Concentrated A, H, and X Series: www.solomoncolors.com.
 - b. Substitutions: See Section 01 60 00 Product Requirements.
- C. Portland Cement: ASTM C 150, Type I Normal; color as required to produce approved color sample. Color must match existing building mortar color.
- D. Hydrated Lime: ASTM C207, Type S.
- E. Quicklime: ASTM C5, non-hydraulic type.
- F. Mortar Aggregate: ASTM C144.
- G. Grout Aggregate: ASTM C404.
- H. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C979/C979M.
 - 1. Color(s): As selected by Architect from manufacturer's full range, to match existing mortar.
 - 2. Manufacturers:
 - a. Davis Colors
 - b. Lambert Corporation
 - c. Solomon Colors

- d. Substitutions: See Section 01 60 00 Product Requirements.
- Water: Clean and potable.

2.03 MORTAR MIXES

I.

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

2.04 MORTAR MIXING

- A. Thoroughly mix mortar ingredients using mechanical batch mixer, in accordance with ASTM C270 and in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio; mix in accordance with manufacturer's instructions, uniform in coloration.
- D. Do not use anti-freeze compounds to lower the freezing point of mortar.
- E. If water is lost by evaporation, re-temper only within two hours of mixing.
- F. Use mortar within two hours after mixing at temperatures of 90 degrees F, or two-and-one-half hours at temperatures under 40 degrees F.

PART 3 EXECUTION

3.01 PREPARATION

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

3.02 INSTALLATION

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

SECTION 04 20 00 UNIT MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete Block.
- B. Clay Facing Brick.
- C. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 04 05 11 Masonry Mortaring and Grouting.
- B. Section 07 90 05 Joint Sealers: Backing rod and sealant at control and expansion joints.

1.03 REFERENCE STANDARDS

- A. ACI 530/530.1/ERTA Building Code Requirements and Specification for Masonry Structures and Related Commentaries; American Concrete Institute International.
- B. ACI 530.1/ASCE 6/TMS 602 Specification For Masonry Structures; American Concrete Institute International.
- C. ASTM A82/A82M Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
- D. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- E. ASTM A580/A580M Standard Specification for Stainless Steel Wire.
- F. ASTM A615/A615M Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- G. ASTM A641/A641M Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
- H. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- I. ASTM A666 Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- J. ASTM B370 Standard Specification for Copper Sheet and Strip for Building Construction.
- K. ASTM C62 Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale).
- L. ASTM C67 Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.
- M. ASTM C90 Standard Specification for Loadbearing Concrete Masonry Units.
- N. ASTM C129 Standard Specification for Nonloadbearing Concrete Masonry Units.
- O. ASTM C140 Standard Test Methods of Sampling and Testing Concrete Masonry Units and Related Units.
- P. ASTM C144 Standard Specification for Aggregate for Masonry Mortar.
- Q. ASTM C150/C150M Standard Specification for Portland Cement.
- R. ASTM C207 Standard Specification for Hydrated Lime for Masonry Purposes.
- S. ASTM C216 Standard Specification for Facing Brick (Solid Masonry Units Made From Clay or Shale).
- T. ASTM C270 Standard Specification for Mortar for Unit Masonry.
- U. ASTM C404 Standard Specification for Aggregates for Masonry Grout.
- V. ASTM C476 Standard Specification for Grout for Masonry.

- W. ASTM C652 Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).
- X. ASTM C744 Standard Specification for Prefaced Concrete and Calcium Silicate Masonry Units.
- Y. ASTM C780 Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
- Z. IMIAWC (CW) Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.
- AA. IMIAWC (HW) Recommended Practices & Guide Specifications for Hot Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.
- AB. UL (FRD) Fire Resistance Directory; Underwriters Laboratories Inc..

1.04 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, mortar, and masonry accessories.
- C. Samples: Submit four samples of concrete block units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the contract documents.
 - 1. Maintain one copy of each document on project site.

1.06 DELIVERY, STORAGE, AND HANDLING

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

1.07 ENVIRONMENTAL REQUIREMENTS

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

1.08 EXTRA MATERIALS

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

PART 2 PRODUCTS

2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 x 8 inches and nominal depths as indicated on the drawings for specific locations.
 - 2. Non-Loadbearing Units: ASTM C129.
 - a. Both hollow and solid block, as indicated.
 - b. Normal weight.
 - c. Exposed corners to be bull nose. Note wall type where first course is square to accommodate cove base.

2.02 BRICK UNITS

- A. Manufacturers:
 - 1. Belden Brick Company: www.boralbricks.com.
 - 2. Endicott Clay Products Co: www.endicott.com.
 - 3. General Shale Brick: www.generalshale.com.
 - 4. Glen Gery Brick . www.glengerybrick.com
 - 5. Substitutions: See section 01 60 00 Product Requirements.
- B. Facing Brick: ASTM C216, Type FBX, Grade SW.
 - 1. Type, color and texture: to match exisitng brick.
 - 2. Actual size: to match existing brick.
 - 3. Compressive strength: Min. 2,500 p.si.; 5 brick average = 3,000 p.s.i, measured in accordance with ASTM C 67.

2.03 MORTAR AND GROUT MATERIALS

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

2.04 REINFORCEMENT AND ANCHORAGE

- A. Manufacturers of Joint Reinforcement and Anchors:
 - 1. Dur-O-Wal: www.dur-o-wal.com.
 - 2. Hohmann & Barnard, Inc: www.h-b.com.
 - 3. WIRE-BOND: www.wirebond.com.
 - 4. Substitutions: See Section 01 60 00 Product Requirements.
- B. Single Wythe Joint Reinforcement: Truss or Ladder type; ASTM A 82/A 82M steel wire, hot dip galvanized after fabrication to ASTM A 153/A 153M, Class B-2; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.
- C. Strap Anchors: Bent steel shapes configured as required for specific situations, 2 in width, 0.1875 in thick, lengths as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage from masonry face, corrugated for embedment in masonry joint, hot dip galvanized to ASTM A 153/A 153M, Class B-2 or stainless steel.
- D. Flexible Anchors: 2-piece anchors that permit differential movement between masonry and building frame, sized to provide not more than 1 inch and not less than 1/2 inch of mortar coverage from masonry face.
 - 1. Steel frame: Crimped wire anchors for welding to frame, 0.25 inch thick, with trapezoidal wire ties 0.1875 inch thick, hot dip galvanized to ASTM A 153/A 153M, Class B-2.
- E. Two-Piece Wall Ties: Formed steel wire, 0.1875 inch thick, adjustable, eye and pintle type, hot dip galvanized to ASTM A 153/A 153M, Class B-2, sized to provide not more than 1 inch and not less than 1/2 inch of mortar coverage from masonry face and to allow vertical adjustment of up to 1-1/4 in.

2.05 ACCESSORIES

- A. Preformed Control Joints: Rubber or neoprene material.
 - 1. Manufacturers:
 - a. Dur-O-Wal: www.dur-o-wal.com.
 - b. Hohmann & Barnard, Inc (including Dur-O-Wal brand); Product RS or VS: www.h-b.com.
 - c. WIRE-BOND: www.wirebond.com.
 - d. Substitutions: See Section 01 60 00 Product Requirements.
- B. Joint Filler: Closed cell polyethylene; polyurethane or rubber oversized 50 percent to joint width; self expanding; 1 inch wide design width x by maximum lengths available.

1. Manufacturers:

- a. Dur-O-Wal; Product Mortar Net: www.dur-o-wal.com.
- b. Hohmann & Barnard, Inc (including Dur -O-Wal brand); Product P.E. Foam Expansion unit fuller: www.h-b.com.
- c. Substitutions: See Section 01 60 00 Product Requirements.
- C. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.06 MORTAR AND GROUT MIXES

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 PLACING AND BONDING

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

3.04 REINFORCEMENT AND ANCHORAGE - GENERAL

A. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 16 inches horizontally and 16 inches vertically.

3.05 CONTROL AND EXPANSION JOINTS

A. Do not continue horizontal joint reinforcement through control and expansion joints.

- B. Form control joint with a sheet building paper bond breaker fitted to one side of the hollow contour end of the block unit. Fill the resultant core with grout fill. Rake joint at exposed unit faces for placement of backer rod and sealant.
- C. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.
- D. Size control joint in accordance with Section 07 90 05 for sealant performance.
- E. Form expansion joint as detailed.
- F. Locate per drawings.

3.06 BUILT-IN WORK

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

3.07 TOLERANCES

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

3.08 CUTTING AND FITTING

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

3.09 FIELD QUALITY CONTROL

- A. Concrete Masonry Unit Tests: Test each variety of concrete unit masonry in accordance with ASTM C140 for conformance to requirements of this specification.
- B. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.

3.10 CLEANING

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

3.11 PROTECTION

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

SECTION 04 72 00 CAST STONE MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Architectural cast stone.
- B. Units required are indicated on the drawings as "Cast Stone Sill".
- C. Units required are:
 - 1. Exterior window and wall sill.

1.02 RELATED REQUIREMENTS

- A. Section 04 05 11 Masonry Mortaring and Grouting: Mortar for setting cast stone.
- B. Section 04 20 00 Unit Masonry: Installation of cast stone in conjunction with masonry.
- C. Section 07 90 05 Joint Sealers: Materials and execution methods for sealing soft joints in cast stone work.

1.03 REFERENCE STANDARDS

- A. ACI 318 Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International.
- B. ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- C. ASTM A185/A185M Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
- D. ASTM A615/A615M Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- E. ASTM C33/C33M Standard Specification for Concrete Aggregates.
- F. ASTM C150/C150M Standard Specification for Portland Cement.
- G. ASTM C270 Standard Specification for Mortar for Unit Masonry.
- H. ASTM C494/C494M Standard Specification for Chemical Admixtures for Concrete.
- I. ASTM C642 Standard Test Method for Density, Absorption, and Voids in Hardened Concrete.
- J. ASTM C979/C979M Standard Specification for Pigments for Integrally Colored Concrete.
- K. ASTM C1364 Standard Specification for Architectural Cast Stone.

1.04 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Manufacturer's Qualification Data: Documentation showing compliance with specified requirements.
- C. Product Data: Test results of cast stone components made previously by the manufacturer.1. Include one copy of ASTM C1364 for Architect's use.
- D. Shop Drawings: Include elevations, dimensions, layouts, profiles, cross sections, reinforcement, exposed faces, arrangement of joints, anchoring methods, anchors, and piece numbers.
- E. Mortar Color Selection Samples.
- F. Verification Samples: Pieces of actual cast stone components not less than 12 inches square, illustrating range of color and texture to be anticipated in components furnished for the project.
- G. Full-Size Samples: One unit of each shape, for review.

H. Source Quality Control Test Reports.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A current producer member of the Cast Stone Institute with a minimum of 10 years of experience in producing cast stone of the types required for project.
 - 1. Adequate plant capacity to furnish quality, sizes, and quantity of cast stone required without delaying progress of the work.
 - 2. Products previously produced by plant and exposed to weather that exhibit satisfactory appearance.
- B. Mock-Up: Provide full size cast stone components for installation in mock-up of exterior wall.
 - 1. Approved mock-up will become standard for appearance and workmanship.
 - 2. Mock-up may remain as part of the completed work.
 - 3. Remove mock-up not incorporated into the work and dispose of debris.
- C. Source Quality Control: Test compressive strength and absorption of specimens selected at random from plant production.
 - 1. Test in accordance with ASTM C642.
 - 2. Select specimens at rate of 3 per 500 cubic feet, with a minimum of 3 per production week.
 - 3. Submit reports of tests by independent testing agency, showing compliance with requirements.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver cast stone components secured to shipping pallets and protected from damage and discoloration. Protect corners from damage.
- B. Number each piece individually to match shop drawings and schedule.
- C. Store cast stone components and installation materials in accordance with manufacturer's instructions.
- D. Store cast stone components on pallets with nonstaining, waterproof covers. Ventilate under covers to prevent condensation. Prevent contact with dirt.
- E. Protect cast stone components during handling and installation to prevent chipping, cracking, or other damage.
- F. Store mortar materials where contamination can be avoided.
- G. Schedule and coordinate production and delivery of cast stone components with unit masonry work to optimize on-site inventory and to avoid delaying the work.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Architectural Cast Stone:
 - 1. Any current producer member of the Cast Stone Institute
 - 2. Continental Cast Stone Manufacturing Company
 - 3. D. C. Kerckoff Company
 - 4. Pineapple Grove Designs

2.02 ARCHITECTURAL CAST STONE

- A. Cast Stone: Architectural concrete product manufactured to simulate appearance of natural limestone, complying with ASTM C1364.
 - 1. Compressive Strength: As specified in ASTM C1364; calculate strength of pieces to be field cut at 80 percent of uncut piece.
 - 2. Freeze-Thaw Resistance: Demonstrated by laboratory testing in accordance with ASTM C 1364.

- 3. Surface Texture: Fine grained texture, with no bugholes, air voids, or other surface blemishes visible from distance of 10 feet.
- 4. Color: Selected by Architect from manufacturer's full range.
- 5. Remove cement film from exposed surfaces before packaging for shipment.
- B. Shapes: Provide shapes indicated on drawings.
 - 1. Variation from Any Dimension, Including Bow, Camber, and Twist: Maximum of plus/minus 1/8 inch or length divided by 360, whichever is greater, but not more than 1/4 inch.
 - 2. Unless otherwise indicated on drawings, provide:
 - a. Wash or slope of 1:12 on exterior horizontal surfaces.
 - b. Drips on projecting components, wherever possible.
 - c. Raised fillets at back of sills and at ends to be built in.
- C. Reinforcement: Provide reinforcement as required to withstand handling and structural stresses; comply with ACI 318.
 - 1. Pieces More than 12 inches Wide: Provide full length two-way reinforcement of cross-sectional area not less than 0.25 percent of unit cross-sectional area. Use epoxy coated reinforcement.

2.03 MATERIALS

- A. Portland Cement: ASTM C150.
 - 1. For Units: Type I, white or gray as required to match Architect 's selection.
 - 2. For Mortar: Type I or II, except Type III may be used in cold weather to match mortar on existing building.
- B. Coarse Aggregate: ASTM C33, except for gradation; granite, quartz, or limestone.
- C. Fine Aggregate: ASTM C33, except for gradation; natural or manufactured sands.
- D. Pigments: ASTM C979, inorganic iron oxides; do not use carbon black.
- E. Admixtures: ASTM C494/C494M.
- F. Water: Potable.
- G. Reinforcing Bars: ASTM A615/A615M deformed bars, galvanized or epoxy coated.
- H. Steel Welded Wire Reinforcement: ASTM A185/A185M, galvanized or epoxy coated.
- I. Embedded Anchors, Dowels, and Inserts: Type 304 stainless steel, of type and size as required for conditions.
- J. Mortar: Portland cement-lime, ASTM C270, Type N; as specified in Section 04 0511.
- K. Sealant: As specified in Section 07 90 05.
- L. Cleaner: General-purpose cleaner designed for removing mortar and grout stains, efflorescence, and other construction stains from new masonry surfaces without discoloring or damaging masonry surfaces; approved for intended use by cast stone manufacturer and by cleaner manufacturer for use on cast stone and adjacent masonry materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine construction to receive cast stone components. Notify Architect if construction is not acceptable.
- B. Do not begin installation until unacceptable conditions have been corrected.

3.02 INSTALLATION

A. Install cast stone components in conjunction with masonry, complying with requirements of Section 04 20 00.

- B. Mechanically anchor cast stone units indicated; set remainder in mortar.
- C. Setting:
 - 1. Drench cast stone components with clear, running water immediately before installation.
 - 2. Set units in a full bed of mortar unless otherwise indicated.
 - 3. Fill vertical joints with mortar.
 - 4. Fill dowel holes and anchor slots completely with mortar or non-shrink grout.
- D. Joints: Make all joints 3/8 inch, except as otherwise detailed.
 - 1. Rake mortar joints 3/4 inch for pointing.
 - 2. Remove excess mortar from face of stone before pointing joints.
 - 3. Point joints with mortar in layers 3/8 inch thick and tool to a slight concave profile.
 - 4. Leave the following joints open for sealant:
 - a. Head joints in sills.
 - b. Joints labeled "expansion joint".
- E. Sealant Joints: Install sealants as specified in Section 07 90 05.
- F. Installation Tolerances:
 - 1. Variation from Plumb: Not more than 1/8 inch in 10 feet or 1/4 inch in 20 feet or more.
 - 2. Variation from Level: Not more than 1/8 inch in 10 feet or 1/4 inch in 20 feet, or 3/8 inch maximum.
 - 3. Variation in Joint Width: Not more than 1/8 inch in 36 inches or 1/4 of nominal joint width, whichever is less.
 - 4. Variation in Plane Between Adjacent Surfaces (Lipping): Not more than 1/16 inch difference between planes of adjacent units or adjacent surfaces indicated to be flush with units.
- G. Repairs: Repair chips and other surface damage noticeable when viewed in direct daylight at 20 feet.
 - 1. Repair with matching touchup material provided by the manufacturer and in accordance with manufacturer's instructions.
 - 2. Repair methods and results subject to Architect 's approval.

3.03 CLEANING

- A. Repair chips and other surface damage noticeable when viewed in direct daylight at 10 feet.
 - 1. Repair with matching touchup material provided by the manufacturer and in accordance with manufacturer's instructions.
 - 2. Repair methods and results subject to Architect 's approval.
- B. Keep cast stone components clean as work progresses.
- C. Clean completed exposed cast stone after mortar is thoroughly set and cured.
 - 1. Wet surfaces with water before applying cleaner.
 - 2. Apply cleaner to cast stone in accordance with manufacturer's instructions.
 - 3. Remove cleaner promptly by rinsing thoroughly with clear water.
 - 4. Do not use acidic cleaners.

3.04 PROTECTION

- A. Protect completed work from damage.
- B. Clean, repair, or restore damaged or mortar-splashed work to condition of new work.

SECTION 06 10 00 ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Rough opening framing for windows.
- B. Preservative treated wood materials.
- C. Concealed wood blocking, nailers, and supports.

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 Sheet Metal Flashing and Trim: Drip flashings.
- B. Section 09 21 16 Gypsum Board Assemblies: Gypsum-based sheathing.
- C. Section 08 41 13.20 and 08 44 13: Window openings to receive wood blocking.

1.03 REFERENCE STANDARDS

- A. AFPA (WFCM) Wood Frame Construction Manual for One- and Two-Family Dwellings; American Forest and Paper Association.
- B. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
- D. ASTM C208 Standard Specification for Cellulosic Fiber Insulating Board.
- E. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- F. ASTM C1396/C1396M Standard Specification for Gypsum Board.
- G. ASTM D2898 Standard Test Methods for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing.
- H. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
- I. AWPA C9 Plywood -- Preservative Treatment by Pressure Processes; American Wood Protection Association.
- J. AWPA U1 Use Category System: User Specification for Treated Wood; American Wood Protection Association.
- K. ICC-ES AC38 Acceptance Criteria for Water-Resistive Barriers; ICC Evaluation Service, Inc.
- L. PS 20 American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce).
- M. SPIB (GR) Grading Rules; Southern Pine Inspection Bureau, Inc..
- N. WCLIB (GR) Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau.
- O. WWPA G-5 Western Lumber Grading Rules; Western Wood Products Association.

1.04 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
 - 1. Lumber of other species or grades, or graded by other agencies, is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.

1.06 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

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

2.03 ACCESSORIES

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

2.04 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
 - 1. Manufacturers:
 - a. Arch Wood Protection, Inc.: www.wolmanizedwood.com.
 - b. Viance, LLC: www.treatedwood.com.
 - c. Osmose, Inc: www.osmose.com.
 - d. Substitutions: Not permitted.
- C. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft retention.
 - 1. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - 2. Treat lumber in contact with roofing, flashing, or waterproofing.
 - 3. Treat lumber in contact with masonry or concrete.
 - 4. Treat lumber less than 18 inches above grade.
 - a. Treat lumber in other locations as indicated.
 - 5. Preservative Pressure Treatment of Plywood Above Grade: AWPA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative to 0.25 lb/cu ft retention.
 - a. Kiln dry plywood after treatment to maximum moisture content of 15 percent.
 - b. Treat plywood in contact with masonry or concrete.
 - c. Treat plywood in other locations as indicated.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

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

3.02 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support windows, ceilings and trim.
- B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

3.03 TOLERANCES

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

3.04 CLEANING

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

SECTION 07 21 00 THERMAL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Board insulation at as indicated on drawings at window locations.
- B. Batt and spray foam insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.
- C. Acoustic Batt insulation. See Section 09 21 16 Gypsum Board Assemblies.

1.02 RELATED REQUIREMENTS

- A. Section 05 40 00 Cold-Formed Metal Framing: Board insulation as wall sheathing.
- B. Section 06 10 00 Rough Carpentry: Supporting construction for batt insulation.

1.03 REFERENCE STANDARDS

- A. ASTM C240 Standard Test Methods of Testing Cellular Glass Insulation Block.
- B. ASTM C552 Standard Specification for Cellular Glass Thermal Insulation.
- C. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- D. ASTM C612 Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
- E. ASTM C665 Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- F. ASTM C1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- G. ASTM D2842 Standard Test Method for Water Absorption of Rigid Cellular Plastics.
- H. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
- I. ASTM E96/E96M Standard Test Methods for Water Vapor Transmission of Materials.
- J. ASTM E136 Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C.
- K. NFPA 255 Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association.
- L. UL 723 Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc..

1.04 SUBMITTALS

- A. See Section 01 33 00 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.05 FIELD CONDITIONS

A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

1.06 SEQUENCING

A. Sequence work to ensure fireproofing and firestop materials are in place before beginning work of this section.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Insulation:
 - 1. Dow
 - 2. Owens Corning
 - 3. Demilec USA (Spray Foam Insulation)
 - 4. Substitutions: See Section 01 60 00 Product Requirements.

2.02 APPLICATIONS

- A. Insulation above Windows: Extruded polystyrene board.
- B. Insulation in Metal Framed Walls: Batt insulation with no vapor retarder.
- C. Insulation at window head: Spray foam.

2.03 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene Board Insulation: ASTM C 578, Type IV; Extruded polystyrene board with natural skin surfaces; with the following characteristics:
 - 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 - 2. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
 - 3. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 - 4. Board Size: 48 x 96 inch or 24 X 96 inch.
 - 5. Board Thickness: 2 inches,
 - 6. Board Edges: Square, Shiplap or Tongue and groove.
 - 7. Thermal Conductivity (k factor) at 75 degrees: or 20.
 - 8. Compressive Resistance: 25 psi and 40 psi.
 - 9. Board Density: 1.8 lb/cu ft.
 - 10. Water Absorption, maximum: 0.1 percent, volume.
- B. Manufacturers:
 - 1. Dow Chemical Co(Design Basis):
 - a. Cavity Wall "Cavity Mate Plus", type IV
 - b. Foundation and slabs "Styrofoam Highload 40" type VI.
 - 2. Owens Corning Corp.
 - a. Cavity Wall -= "Foamular 250", type IV
 - b. Foundation and Slabs "Foamular 400 SE", type VI.
 - 3. Pactiv Building Products
 - a. Cavity Wall "Green Board Score Board", type IV
 - b. Foundation and Slabs Type VI.
- C. Substitutions: See Section 01 60 00 Product Requirements.

2.04 BATT INSULATION MATERIALS

- A. Batt Insulation: ASTM C 665; preformed batt; friction fit, conforming to the following:
 - 1. Material: Rock or slag fiber, or glass fiber.
 - 2. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 - 3. Smoke Developed Index: 50 or less, when tested in accordance with ASTM E84.
 - 4. Combustibility: Non-combustible, when tested in accordance with ASTM E136.
 - 5. Formaldehyde Content: Zero.
 - 6. Thermal Resistance: in accordance with plans.
 - 7. Thickness: Varies.
 - 8. Manufacturers:
 - a. CertainTeed Corporation: www.certainteed.com.
 - b. Johns Manville Corporation: www.jm.com.

- c. Owens Corning Corp: www.owenscorning.com.
- 9. Substitutions: See Section 01 60 00 Product Requirements.

2.05 SPRAY FOAM INSULATION MATERIALS

- A. Spray Foam Insulation: two component, open cell, spray applied, semi rigid polyurethane foam system; conforming to the following:
 - 1. Density: .45 .5 lbs/cubic ft.
 - 2. R-Value @ 1 inch: 3.81
 - 3. Air leakage: (air impermeable 2012 IBC requirements)
 - 4. Air permeance @ 50 Pa @ 3.5": .001 L/sm2
 - 5. Water vapor permeance @ 3.5": 6.33 perms
 - 6. Surface burning characteristics: Class I
 - 7. Flame spread index: 21
 - 8. Smoke developed: 216
 - 9. Manufacturers:
 - a. Sealection 500 by Demilec USA

2.06 ACCESSORIES

- A. Tape: Bright aluminum; Polythylene or Polyester self-adhering type, mesh reinforced, 2 inch wide.
- B. Insulation Fasteners: Impaling clip of galvanized steel with washer retainer and clips, to be adhered to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.
- C. Wire Mesh: Galvanized steel, hexagonal wire mesh.
- D. Adhesive: Type recommended by insulation manufacturer for application and in compliance with Section 01 61 16 Volatile Organic Compound (VOC) Content Restrictions.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation and adhesive.
- B. Verify substrate surfaces are flat, free of irregularities or materials or substances that may impede adhesive bond.

3.02 BOARD INSTALLATION ABOVE WINDOWS

- A. Adhere a 6 inch wide strip of polyethylene sheet over expansion joints with double beads of adhesive each side of joint.
 - 1. Tape seal joints between sheets.
 - 2. Extend sheet full height of joint.
- B. Apply adhesive to back of boards:
 - 1. Three continuous beads per board length.
 - 2. Full bed 1/8 inch thick.
- C. Install boards to fit snugly between top of widow and roof deck.
- D. Make insulation continuous, fill all voids with insulation.
 - 1. Place membrane surface against adhesive.
 - 2. Place membrane surface facing out, and tape seal board joints.
- E. Install boards horizontally on walls.
 - 1. Place boards to maximize adhesive contact.
 - 2. Install in running bond pattern.
 - 3. Butt edges and ends tightly to adjacent boards and to protrusions.

- F. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.
- G. Place 6 inch wide polyethylene sheet at perimeter of wall openings, from adhesive vapor retarder bed to window, door, and storefront frames. Tape seal in place to ensure continuity of vapor retarder and air seal.

3.03 BATT INSTALLATION

- A. Install insulation in accordance with manufacturer's instructions.
- B. Install in exterior cavities at window, door, wall and roof spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. Install with factory applied vapor retarder membrane facing warm side of building spaces. Lap ends and side flanges of membrane over framing members.
- F. Tape seal butt ends, lapped flanges, and tears or cuts in membrane.
- G. At metal framing, place vapor retarder on warm side of insulation; lap and seal sheet retarder joints over member face.
- H. Tape seal tears or cuts in vapor retarder.
- I. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.

3.04 PROTECTION

A. Do not permit installed insulation to be damaged prior to its concealment.

SECTION 07 41 00

SHEET METAL SOFFIT PANELS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Preformed, prefinished soffit panels.
 - 2. Fasteners.
 - 3. Underlayment.

B. Related Sections

- 1. Section 06 10 00 Rough Carpentry
- 2. Section 07 62 00 Sheet Metal Flashing and Trim
- 3. Section 07 90 05 Joint Sealants

1.02 REFERENCES

- A. Aluminum Association (AA)
 - 1. AA-C22-A44: Color In Process
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM B137: Test Method for Measurement of Coating Mass Per Unit Area of Anodically Coated Aluminum
 - 2. ASTM B209: Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- C. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
 - 1. Architectural Sheet Metal Manual

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01 30 00
 - 1. Product Data: Manufacturer's product literature for the roofing specified.
 - 2. Shop Drawings: Indicate thickness and dimension of parts, flashing and anchoring methods, and detail and location of joints; including joints necessary to accommodate thermal movement.
 - 3. Samples
 - a. 2 samples of each type of panel assembly, 12 inch by 12 inch minimum.
 - b. 6 samples of each finish in color or colors selected, 3 inch by 5 inch minimum.
 - 4. Affidavit certifying that the material meets the requirements specified.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum of 5 years experience in manufacturing metal panels similar to those specified.
- B. Installer Qualifications: Acceptable to panel manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the project site in manufacturer's original crating, properly labeled for identification and installation purposes. Store materials in accordance with panel manufacturer's recommendations. Handle materials carefully to avoid damage to panels and finishes.

1.06 WARRANTY

A. The Contractor shall warrant the materials to be free of faults and defects in accordance with the General Conditions, except that the warranty shall be extended by paint manufacturer's standard multi-year warranty. The warranty shall be in writing and shall be signed by the manufacturer.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Firestone Metal Products / UNACLAD
- B. Other manufacturers seeking approval of their products must comply with requirements of the Instructions to Bidders

2.02 PANEL TYPE

A. UNA-CLAD UC-500 Flush Soffit Seam Panels, roll formed aluminum soffit panels.

2.03 PANEL MATERIALS AND FABRICATION

- A. Aluminum Panels: ASTM B209, Aluminum Association specification sheet 3003-H14/3105-H14 for painted finish
 - 1. Thickness: 0.032 inch.
- B. Form panels in longest practical lengths, true to shape, accurate in size, square, and free from distribution or manufacturing defects.
 - 1. Panel Depth: 1" inch.
- C. Fabricate panels with an interlocking leg (male/female interlocking joint design).

2.04 ACCESSORIES

- A. Fasteners: Concealed, non-corrosive, 5/8 inch self-tapping sheetmetal screws for securing to metal substrate.
- B. All required "J" moldings and receptors.

2.05 FINISHES

- A. Coil-Coated or Spray-Applied Fluorocarbon Resin
 - 1. Color: Selected by Architect/Engineer from manufacturer's standard colors.
 - 2. Number of Coats: 3-coat.
 - 3. Provide factory applied strippable plastic film for protection during fabrication and installation.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which materials are to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
- B. Surfaces to receive panels shall be even, smooth, sound, clean, dry, free of ice and snow, and free from defects.

3.02 PREPARATION

A. Obtain field measurements prior to completion of manufacturing and finishing. When field measurements are not possible, provide method of installation that will allow minor adjustment in the field.

3.03 INSTALLATION

- A. Install panel system plumb, level and true, in accordance with manufacturer's instructions, final shop drawings, and SMACNA Architectural Sheet Metal manual and standard practices.
- B. Completed system shall be free from overbending, deforming, stretching. distortion, waves, and buckles.

3.04 ADJUSTING AND CLEANING

A. Repair panels with minor damage.

- B. Remove panels damaged beyond repair and replace with new panels to match adjacent undamaged panels.
- C. Clean exposed panel surfaces promptly after installation in accordance with recommendations of panel and coating manufacturers.
- D. Remove protective film immediately after installation.

SECTION 07 62 00 SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 Rough Carpentry: Wood nailers.
- B. Section 09 90 00 Painting and Coating: Field painting.

1.03 REFERENCE STANDARDS

- A. AAMA 2603 Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.
- B. AAMA 2604 Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
- C. AAMA 2605 Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.
- D. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- E. SMACNA (ASMM) Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association.

1.04 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 SHEET MATERIALS

A. Copper: ASTM B370, cold rolled 16 oz/sq ft thick; natural finish.

2.02 ACCESSORIES

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

2.03 FABRICATION

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 INSTALLATION

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

3.04 FIELD QUALITY CONTROL

A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

SECTION 07 84 00 FIRESTOPPING

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

A. Section 09 21 16 - Gypsum Board Assemblies: Gypsum wallboard fireproofing.

1.03 REFERENCE STANDARDS

- A. ASTM E119 Standard Test Methods for Fire Tests of Building Construction and Materials.
- B. ASTM E814 Standard Test Method for Fire Tests of Through-Penetration Fire Stops.
- C. ASTM E1966 Standard Test Method for Fire Resistive Joint Systems.
- D. ASTM E2837 Standard Test Method for Determining Fire Resistance of Continuity Head-of-Wall Joint Systems Installed Between Rated Wall Assemblies and Nonrated Horizontal Assemblies.
- E. ITS (DIR) Directory of Listed Products; Intertek Testing Services NA, Inc..
- F. FM 4991 Approval of Firestop Contractors; Factory Mutual Research Corporation.
- G. FM P7825 Approval Guide; Factory Mutual Research Corporation.
- H. SCAQMD 1168 South Coast Air Quality Management District Rule No.1168; www.aqmd.gov.
- I. UL 2079 Standard for Tests for Fire Resistance of Building Joint Systems; Underwriters Laboratories Inc..
- J. UL (FRD) Fire Resistance Directory; Underwriters Laboratories Inc..

1.04 SUBMITTALS

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

1.05 QUALITY ASSURANCE

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

- C. Installer Qualifications: Company specializing in performing the work of this section and:
 - 1. Approved by Factory Mutual Research under FM Standard 4991, Approval of Firestop Contractors, or meeting any two of the following requirements:.
 - 2. With minimum 5 years documented experience installing work of this type.
 - 3. Able to show at least 3 satisfactorily completed projects of comparable size and type.
 - 4. Licensed by authority having jurisdiction.
 - 5. Approved by firestopping manufacturer.
- D. Installing Mechanic's Qualifications: Trained by firestopping manufacturer and able to provide evidence thereof.

1.06 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 FIRESTOPPING - GENERAL REQUIREMENTS

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

2.02 FIRESTOPPING ASSEMBLY REQUIREMENTS

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

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

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

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

2.04 FIRESTOPPING PENETRATIONS THROUGH CONCRETE AND CONCRETE MASONRY CONSTRUCTION

- A. Blank Openings:
 - 1. In Walls:
 - a. 2 Hour Construction: UL System C-AJ-0090; Hilti FS-ONE Intumescent Firestop Sealant.
- B. Penetrations Through Walls By:
 - 1. Multiple Penetrations in Large Openings:
 - a. 2 Hour Construction: UL System C-AJ-8143; Hilti FS-ONE Intumescent Firestop Sealant.
 - 2. Uninsulated Metallic Pipe, Conduit, and Tubing:
 - a. 2 Hour Construction: UL System C-AJ-1421; Hilti FS-ONE Intumescent Firestop Sealant or CP 604 Self-Leveling Firestop Sealant.
 - b. 2 Hour Construction: UL System C-AJ-1498; Hilti CP 680-P/M Cast-In Device.
 - 3. Uninsulated Non-Metallic Pipe, Conduit, and Tubing:
 - a. 2 Hour Construction: UL System C-AJ-2109; Hilti CP 643N/644 Firestop Collar.
 - b. 2 Hour Construction: UL System C-BJ-2021; Hilti CP 643N Firestop Collar.
 - 4. Electrical Cables Not In Conduit:
 - a. 2 Hour Construction: UL System C-AJ-3216; Hilti CP 658 Firestop Plug.
 - b. 2 Hour Construction: UL System W-J-3198; Hilti CFS-SL RK Retrofit Sleeve Kit for existing cables.
 - c. 2 Hour Construction: UL System W-J-3199; Hilti CFS-SL SK Firestop Sleeve Kit.
 - 5. Insulated Pipes:
 - a. 2 Hour Construction: UL System C-AJ-5048; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, CP 601S Elastomeric Firestop Sealant, or CP 604 Self-Leveling Firestop Sealant.
- C. Penetrations Through Walls By:

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

2.05 FIRESTOPPING PENETRATIONS THROUGH GYPSUM BOARD WALLS

- A. Blank Openings:
 - 1. 2 Hour Construction: UL System W-L-3334; Hilti CP 653 Speed Sleeve.
- B. Penetrations By:
 - 1. Multiple Penetrations in Large Openings:
 - a. 2 Hour Construction: UL System W-L-1389; Hilti FS-ONE Intumescent Firestop Sealant.
 - b. 2 Hour Construction: UL System W-L-1408; Hilti FS-ONE Intumescent Firestop Sealant.
 - c. 2 Hour Construction: UL System W-L-8071; Hilti FS-ONE Intumescent Firestop Sealant.
 - d. 2 Hour Construction: UL System W-L-8079; Hilti FS-ONE Intumescent Firestop Sealant.
 - e. 2 Hour Construction: UL System W-L-8087; Hilti FS 657 Fire Block.
 - 2. Uninsulated Metallic Pipe, Conduit, and Tubing:
 - a. 2 Hour Construction: UL System W-L-1054; Hilti FS-ONE Intumescent Firestop Sealant.
 - b. 2 Hour Construction: UL System W-L-1164; Hilti FS-ONE Intumescent Firestop Sealant.
 - c. 2 Hour Construction: UL System W-L-1206; Hilti FS-ONE Intumescent Firestop Sealant.
 - 3. Uninsulated Non-Metallic Pipe, Conduit, and Tubing:
 - a. 2 Hour Construction: UL System W-L-2078; Hilti CP 643N/644 Firestop Collar.
 - b. 2 Hour Construction: UL System W-L-2411; Hilti CP 648-E Firestop Wrap Strip.
 - c. 2 Hour Construction: UL System W-L-2128; Hilti FS-ONE Intumescent Firestop
 - Sealant.
 - 4. Electrical Cables Not In Conduit:
 - a. 2 Hour Construction: UL System W-L-3065; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, CD 601S Elastomeric Firestop Sealant, or CP 618 Firestop Putty Stick.

- b. 2 Hour Construction: UL System W-L-3334; Hilti CP 653 Speed Sleeve.
- c. 2 Hour Construction: UL System W-L-3393; Hilti CFS-SL RK Retrofit Sleeve Kit for existing cables.
- d. 2 Hour Construction: UL System W-L-3394; Hilti CFS-SL SK Firestop Sleeve Kit.
- e. 2 Hour Construction: UL System W-L-3395; Hilti CP653 Speed Sleeve.
- 5. Insulated Pipes:
 - a. 2 Hour Construction: UL System W-L-5028; Hilti FS-ONE Intumescent Firestop Sealant.
 - b. 2 Hour Construction: UL System W-L-5029; Hilti FS-ONE Intumescent Firestop Sealant.
 - c. 2 Hour Construction: UL System W-L-5096; Hilti FS-ONE Intumescent Firestop Sealant.
 - d. 2 Hour Construction: UL System W-L-5257; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, or CP 601S Elastomeric Firestop Sealant.
 - e. 2 Hour Construction: UL System W-L-5244; Hilti CP 648-E Firestop Wrap Strip.

2.06 FIRESTOPPING SYSTEMS

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

2.07 MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 INSTALLATION

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

CLEANING

4.01 CLEAN ADJACENT SURFACES OF FIRESTOPPING MATERIALS.

4.02 PROTECTION

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

SECTION 07 90 05

JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00: Sealants required in conjunction with flashing.
- B. Section 08 80 00 Glazing: Glazing sealants and accessories.

1.03 REFERENCE STANDARDS

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

1.04 ADMINISTRATIVE REQUIREMENTS

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

1.05 SUBMITTALS

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

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum 5 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.

1.07 FIELD CONDITIONS

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

1.08 COORDINATION

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

1.09 WARRANTY

- A. Correct defective work within a five year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

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

2.02 SEALANTS

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

2.03 ACCESSORIES

A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 INSTALLATION

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

3.04 CLEANING

A. Clean adjacent soiled surfaces.

3.05 PROTECTION

A. Protect sealants until cured.

SECTION 08 41 13.20

ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS-EXTERIOR

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: Kawneer Architectural Aluminum Storefront Systems, including perimeter trims, stools, accessories, shims and anchors, and perimeter sealing of storefront units.
- B. Related Sections:
 - 1. Division 07 84 00 "Firestopping"
 - 2. Division 07 90 05 "Joint Sealers"
 - 3. Division 08 44 13 "Glazed Aluminum Curtain Walls"

1.3 **DEFINITIONS**

A. Definitions: For fenestration industry standard terminology and definitions refer to American Architectural Manufactures Association (AAMA) – AAMA Glossary (AAMA AG).

1.4 **PERFORMANCE REQUIREMENTS**

- A. General Performance: Aluminum-framed storefront system shall withstand the effects of the following performance requirements without exceeding performance criteria or failure due to defective manufacture, fabrication, installation, or other defects in construction:
 - 1. Design Wind Loads: Determine design wind loads applicable to the Project from basic wind speed indicated in miles per hour, according to ASCE 7, Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.
 - a. Basic Wind Speed (MPH): (110)
 - b. Importance Factor (I, II, III): (III)
 - c. Exposure Category (A, B, C, D): (B)
- B. Storefront System Performance Requirements:
 - 1. Wind loads: Provide storefront system; include anchorage, capable of withstanding wind load design pressures of 30 lbs./sq. ft. inward and 40 lbs./sq. ft. outward.
 - Air Infiltration: The test specimen shall be tested in accordance with ASTM E 283. Air infiltration rate shall not exceed 0.06 cfm/ft² (0.3 l/s ⋅ m²) at a static air pressure differential of 6.24 psf (300 Pa).

- 3. Water Resistance: The test specimen shall be tested in accordance with ASTM E 331. There shall be no leakage at a minimum static air pressure differential of 8 psf (383 Pa) as defined in AAMA 501.
- 4. Uniform Load: A static air design load of 20 psf (958 Pa) shall be applied in the positive and negative direction in accordance with ASTM E 330. There shall be no deflection in excess of L/175 of the span of any framing member. At a structural test load equal to 1.5 times the specified design load, no glass breakage or permanent set in the framing members in excess of 0.2% of their clear spans shall occur.
- 5. Thermal Transmittance (U-factor): When tested to AAMA Specification 1503, the thermal transmittance (U-factor) shall not be more than:
 - a. Glass to Exterior 0.47 (low-e).
 - b. Glass to Center 0.44 (low-e).
 - c. Glass to Interior 0.41 (low-e).
- 6. Condensation Resistance (CRF): When tested to AAMA Specification 1503, the condensation resistance factor shall not be less than:
 - a. Glass to Exterior 70_{frame} and 69_{glass} (low-e).
 - b. Glass to Center -62_{frame} and 68_{glass} (low-e).
 - c. Glass to Interior 56 frame and 67 glass (low-e).
- Sound Transmission Class (STC) and Outdoor-Indoor Transmission Class (OITC): When tested to AAMA Specification 1801 and in accordance with ASTM E1425 and ASTM E90, the STC and OITC Rating shall not be less than:
 - a. Glass to Exterior 38 (STC) and 31 (OITC)
 - b. Glass to Center 37 (STC) and 30 (OITC)
 - c. Glass to Interior 38 (STC) and 30 (OITC)

1.5 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, hardware, finishes, and installation instructions for each type of aluminum frame storefront system indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, and attachments to other work, operational clearances and installation details.
- C. Samples for Initial Selection: For units with factory-applied color finishes including samples of hardware and accessories involving color selection.
- D. Samples for Verification: For aluminum framed storefront system and components required.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for each type of aluminum-framed storefront.
- F. Fabrication Sample: Of each vertical-to-horizontal intersection of aluminum-framed systems, made from 12" (300 mm) lengths of full-size components and showing details of the following:
 - 1. Joinery, including concealed welds.
 - 2. Anchorage.
 - 3. Expansion provisions.
 - 4. Glazing.
 - 5. Flashing and drainage.

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- G. Other Action Submittals:
 - 1. Entrance Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An installer which has had successful experience with installation of the same or similar units required for the project and other projects of similar size and scope.
- B. Manufacturer Qualifications: A manufacturer capable of providing aluminum framed storefront system that meet or exceed performance requirements indicated and of documenting this performance by inclusion of test reports, and calculations.
- C. Source Limitations: Obtain aluminum framed storefront system through one source from a single manufacturer.
- D. Product Options: Drawings indicate size, profiles, and dimensional requirements of aluminum framed storefront system and are based on the specific system indicated. Refer to Division 01 Section "Product Requirements." Do not modify size and dimensional requirements.
 - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockup for type(s) of storefront elevation(s) indicated, in location(s) shown on Drawings.
- F. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
- G. Structural-Sealant Glazing: Comply with ASTM C 1401, "Guide for Structural Sealant Glazing" for design and installation of structural-sealant-glazed systems.
- H. Structural-Sealant Joints: Design reviewed and approved by structural-sealant manufacturer.

1.7 **PROJECT CONDITIONS**

A. Field Measurements: Verify actual dimensions of aluminum framed storefront openings by field measurements before fabrication and indicate field measurements on Shop Drawings.

1.8 WARRANTY

- A. Manufactures Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty.
 - 1. Warranty Period: Two (2) years from Date of Substantial Completion of the project provided however that the Limited Warranty shall begin in no event later than six months from date of shipment by manufacturer.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product:
 - 1. Kawneer Company Inc.
 - 2. Trifab® 451T (thermal) Storefront System
 - 3. 2" x 4-1/2" (50.8 mm x 114.3 mm) System Dimensions
 - 4. Glass: Center
- B. Substitutions: Refer to Substitutions Section for procedures and submission requirements
 - 1. Pre-Contract (Bidding Period) Substitutions: Submit written requests ten (10) days prior to bid date.
 - 2. Post-Contract (Construction Period) Substitutions: Submit written request in order to avoid storefront installation and construction delays.
 - 3. Product Literature and Drawings: Submit product literature and drawings modified to suit specific project requirements and job conditions.
 - 4. Certificates: Submit certificate(s) certifying substitute manufacturer (1) attesting to adherence to specification requirements for storefront system performance criteria, and (2) has been engaged in the design, manufacturer and fabrication of aluminum storefronts for a period of not less than ten (10) years. (Company Name)
 - 5. Test Reports: Submit test reports verifying compliance with each test requirement required by the project.
 - 6. Samples: Provide samples of typical product sections and finish samples in manufacturer's standard sizes.
- C. Substitution Acceptance: Acceptance will be in written form, either as an addendum or modification, and documented by a formal change order signed by the Owner and Contractor.

2.2 MATERIALS

- A. Aluminum Extrusions: Alloy and temper recommended by aluminum storefront manufacturer for strength, corrosion resistance, and application of required finish and not less than 0.070" wall thickness at any location for the main frame and complying with ASTM B 221: 6063-T6 alloy and temper.
- B. Fasteners: Aluminum, nonmagnetic stainless steel or other materials to be non-corrosive and compatible with aluminum window members, trim hardware, anchors, and other components.
- C. Anchors, Clips, and Accessories: Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.
- D. Reinforcing Members: Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.
- E. Sealant: For sealants required within fabricated storefront system, provide permanently elastic, nonshrinking, and non-migrating type recommended by sealant manufacturer for joint size and movement.
- F. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of storefront members are nominal and in compliance with AA Aluminum Standards and Data.

2.3 STOREFRONT FRAMING SYSTEM

- A. Thermal Barrier (Trifab[®] VG 451T):
 - Kawneer IsoLock[®] Thermal Break with a 1/4" (6.4 mm) separation consisting of a two-part chemically curing, high-density polyurethane, which is mechanically and adhesively joined to aluminum storefront sections.
 a. Thermal Break shall be designed in accordance with AAMA TIR-A8 and tested in accordance with AAMA 505.
- B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials. Where exposes shall be stainless steel.
- D. Perimeter Anchors: When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action
- E. Packing, Shipping, Handling and Unloading: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- F. Storage and Protection: Store materials protected from exposure to harmful weather conditions. Handle storefront material and components to avoid damage. Protect storefront material against damage from elements, construction activities, and other hazards before, during and after storefront installation.

2.4 GLAZING SYSTEMS

- A. Glazing: As specified in Division 08 Section "Glazing."
- B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, extruded EPDM rubber.
- C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.
- D. Bond-Breaker Tape: Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.
- E. Glazing Sealants: For structural-sealant-glazed systems, as recommended by manufacturer for joint type, and as follows:
 - 1. Structural Sealant: ASTM C 1184, single-component neutral-curing silicone formulation that is compatible with system components with which it comes in contact, specifically formulated and tested for use as structural sealant and approved by a structural-sealant manufacturer for use in aluminum-framed systems indicated.
 - a. Color: Black
 - 2. Weatherseal Sealant: ASTM C 920 for Type S, Grade NS, Class 25, Uses NT, G, A, and O; single-component neutral-curing formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and aluminum-framed-system manufacturers for this use.
 - a. Color: Matching structural sealant.

2.5 ACCESSORY MATERIALS

- A. Joint Sealants: For installation at perimeter of aluminum-framed systems, as specified in Division 07 Section "Joint Sealants."
- B. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos; formulated for 30 mil (0.762 mm) thickness per coat.

2.6 FABRICATION

- A. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fit joints; make joints flush, hairline and weatherproof.
 - 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
 - 4. Physical and thermal isolation of glazing from framing members.
 - 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 - 6. Provisions for field replacement of glazing.
 - 7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- B. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- C. Structural-Sealant-Glazed Framing Members: Include accommodations for using temporary support device to retain glazing in place while structural sealant cures.
- D. Storefront Framing: Fabricate components for assembly using manufactures standard installation instructions.
- E. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.7 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Factory Finishing:
 - 1. Kawneer Permanodic[®] AA-M12C22A41, AAMA 611, Architectural Class I Clear Anodic Coating.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate and operational clearances. Examine

wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated, weather tight framed aluminum storefront system installation.

- 1. Masonry Surfaces: Visibly dry and free of excess mortar, sand, and other construction debris.
- 2. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.
- 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing aluminum framed storefront system, accessories, and other components.
- B. Install aluminum framed storefront system level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Set sill members in bed of sealant or with gaskets, as indicated, for weather tight construction.
- D. Install aluminum framed storefront system and components to drain condensation, water penetrating joints, and moisture migrating within sliding door to the exterior.
- E. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.3 FIELD QUALITY CONTROL

- A. Field Tests: Architect shall select storefront units to be tested as soon as a representative portion of the project has been installed, glazed, perimeter caulked and cured. Conduct tests for air infiltration and water penetration with manufacturer's representative present. Tests not meeting specified performance requirements and units having deficiencies shall be corrected as part of the contract amount.
 - 1. Testing: Testing shall be performed by a qualified independent testing agency. Refer to Testing Section for payment of testing and testing requirements. Testing Standard per AAMA 503, including reference to ASTM E 783 for Air Infiltration Test and ASTM E 1105 Water Infiltration Test.
 - a. Air Infiltration Tests: Conduct tests in accordance with ASTM E 783. Allowable air infiltration shall not exceed 1.5 times the amount indicated in the performance requirements or 0.09 cfm/ft², whichever is greater.
 - b. Water Infiltration Tests: Conduct tests in accordance with ASTM E 1105. No uncontrolled water leakage is permitted when tested at a static test pressure of two-thirds the specified water penetration pressure but not less than 6.24 psf (300 Pa).
- B. Manufacturer's Field Services: Upon Owner's written request, provide periodic site visit by manufacturer's field service representative.

3.4 ADJUSTING, CLEANING, AND PROTECTION

A. Clean aluminum surfaces immediately after installing aluminum framed storefronts. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.

- B. Clean glass immediately after installation. Comply with glass manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.
- C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

SECTION 08 44 13

GLAZED ALUMINUM CURTAIN WALLS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes: Kawneer Architectural Aluminum Curtain Wall Systems, including perimeter trims, stools, accessories, shims and anchors, and perimeter sealing of curtain wall framing.
 - 1. Types of Kawneer Aluminum Curtain Wall include:
 - a. 1600 Wall System^{@1} 6", outside glazed pressure plate format.
- B. Related Sections:
 - 1. Division 08 41 13 "Aluminum-Framed Entrances and Storefronts"

1.02 SYSTEM DESCRIPTION

- A. Curtain Wall System Performance Requirements:
 - 1. Wind loads: Provide Curtain Wall system; include anchorage, capable of withstanding wind load design pressures of 30 lbs./sq. ft. or 1440 Pa, inward and 40 lbs./sq. ft. or 1920 Pa, outward.
 - 2. Air Infiltration: The test specimen shall be tested in accordance with ASTM E 283. Air infiltration rate shall not exceed 0.06 cfm/ft² (0.3 l/s m²) at a static air pressure differential of 6.24 psf (300 Pa).
 - 3. Water Resistance, (static): The test specimen shall be tested in accordance with ASTM E 331. There shall be no leakage at a static air pressure differential of 12 psf (575 Pa) as defined in AAMA 501.
 - 4. Water Resistance, (dynamic): The test specimen shall be tested in accordance with AAMA 501.1. There shall be no leakage at an air pressure differential of 12 psf (575 Pa) as defined in AAMA 501.
 - 5. Uniform Load: A static air design load of 40 psf (1915 Pa) shall be applied in the positive and negative direction in accordance with ASTM E 330. There shall be no deflection in excess of L/175 of the span of any framing member at design load. At structural test load equal to 1.5 times the specified design load, no glass breakage or permanent set in the framing members in excess of 0.2% of their clear spans shall occur.
 - 6. Seismic: When tested to AAMA 501.4, system must meet design displacement of 0.010 x the story height and ultimate displacement of 1.5 x the design displacement.
 - 7. Thermal Transmittance (U-factor): When tested to AAMA Specification 1503, the thermal transmittance (U-factor) shall not be more than: 0.66 (clear).
 - 8. Condensation Resistance (CRF): When tested to AAMA Specification 1503, the condensation resistance factor shall not be less than 66_{frame} and 60_{glass} (clear).
 - 9. Thermal Transmittance (U-factor): When tested to AAMA Specification 1503, the thermal transmittance (U-factor) shall not be more than: 0.43 (HP glass).
 - 10. Condensation Resistance (CRF): When tested to AAMA Specification 1503, the condensation resistance factor shall not be less than 71_{frame} and 71_{glass} (HP glass).
 - 11. Sound Transmission Loss: When tested to ASTM E90 and ASTM E1425, the Sound Transmission Class (STC) and Outdoor/Indoor Transmission Class (OITC) shall not be less than: STC 31 or OITC 26 based upon 1" insulating glass (1/4", 1/2" AS, 1/4"), STC 37 or OITC 30 based upon 1" laminated glass (1/4" laminated, 1/2" AS, 1/4" laminated).

1.03 SUBMITTALS

A. General: Prepare, review, approve, and submit specified submittals in accordance with "Conditions of the Contract" and Submittals Sections. Product data, shop drawings, samples, and similar submittals are defined in "Conditions of the Contract."

- B. Quality Assurance/Control Submittals:
 - 1. Test Reports: Submit certified test reports showing compliance with specified performance characteristics.

1.04 WARRANTY

- A. Project Warranty: Refer to "Conditions of the Contract" for project warranty provisions.
- B. Manufacturer's Product Warranty: Submit, for Owner's acceptance, manufacturer's warranty for curtain wall system as follows:
 - 1. Warranty Period: Two (2) years from Date of Substantial Completion of the project provided however that the Limited Warranty shall begin in no event later than six months from date of shipment by Kawneer.

1.05 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Installer Qualifications: Installer experienced (as determined by contractor) to perform work of this section who has specialized in the installation of work similar to that required for this project and who is acceptable to product manufacturer.
 - 2. Manufacturer Qualifications: Manufacturer capable of providing structural calculations, applicable independent product test reports, installation instructions, a review of the application method, customer approval and periodic field service representation during construction.
- B. Pre-Installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Packing, Shipping, Handling, and Unloading: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and Protection: Store materials protected from exposure to harmful weather conditions. Handle material and components to avoid damage. Protect curtain wall material against damage from elements, construction activities, and other hazards before, during and after curtain wall installation.

PART 2 – PRODUCTS

2.01 MANUFACTURERS (ACCEPTABLE MANUFACTURERS/PRODUCTS)

- A. Acceptable Manufacturers:
 - 1. Address: Kawneer Company, Inc. 555 Guthridge Court, Technology Park/Atlanta, Norcross, GA 30092
 - Telephone: 770 449 5555
 - Fax: 770 734 1560
 - 2. Proprietary Product(s)/System(s): Kawneer Aluminum Curtain Wall
 - a. Series: 1600 Wall System^{®1}
 - b. Finish/Color: (See 2.06 Finishes)

a.

B. Substitutions:

- 1. General: Refer to Substitutions Section for procedures and submission requirements.
 - Pre-Contract (Bidding Period) Substitutions: Submit written requests ten (10) days prior to bid date.
 - b. Post-Contract (Construction Period) Substitutions: Submit written request in order to avoid curtain wall installation and construction delays.
- 2. Substitution Documentation
 - a. Product Literature and Drawings: Submit product literature and drawings modified to suit specific project requirements and job conditions.
 - b. Certificates: Submit certificate(s) certifying substitute manufacturer (1) attesting to adherence to specification requirements for curtain wall system performance criteria, and (2) has been engaged in the design, manufacturer and fabrication of aluminum curtain wall for a period of not less than ten (10) years. (Company Name)
 - c. Test Reports: Submit test reports verifying compliance with each test requirement for curtain wall required by the project.
 - d. Product Sample and Finish: Submit product sample, representative of curtain wall for the project, with specified finish and color.
- 3. Substitution Acceptance: Acceptance will be in written form, either as an addendum or modification, and documented by a formal change order signed by the Owner and Contractor.

2.02 MATERIALS

- A. Aluminum (Curtain Wall and Components):
 - 1. Material Standard: Extruded Aluminum, ASTM B 221, 6063-T6 alloy and temper.
 - 2. Member Wall Thickness: Each framing member shall have a wall thickness sufficient to meet the specified structural requirements.
 - 3. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of curtain wall members are nominal and in compliance with AA Aluminum Standards and Data.

2.03 ACCESSORIES

- A. Fasteners: Where exposed, shall be Stainless Steel.
- B. Gaskets: Glazing gaskets shall comply with ASTM C 864 and be extruded of a silicone compatible EPDM rubber that provides for silicone adhesion.
- C. Perimeter Anchors: Aluminum. When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.
- D. Thermal Barrier: Thermal separator shall be extruded of a silicone compatible elastomer that provides for silicone adhesion.

2.04 RELATED MATERIALS

- A. Sealants: Refer to Joint Treatment (Sealants) Section.
- B. Glass: Refer to Glass and Glazing Section.

2.05 FABRICATION

- A. General:
 - 1. Fabricate components per manufacturer's installation instructions and with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.
 - 2. Accurately fit and secure joints and corners. Make joints flush, hairline and weatherproof.

- 3. Prepare components to receive anchor devices. Fabricate anchors.
- 4. Arrange fasteners and attachments to conceal from view.

2.06 FINISHES

A. Shop Finishing:

1. Kawneer Permanodic[®] AA-M12C22A41, AAMA 611, Architectural Class I Clear Anodic Coating.

2.07 SOURCE QUALITY CONTROL

A. Source Quality: Provide aluminum curtain walls specified herein from a single source.

1. Building Enclosure System: When aluminum curtain wall are part of a building enclosure system, including entrances, entrance hardware, windows, storefront framing and related products, provide building enclosure system products from a single source manufacturer.

PART 3 – EXECUTION

3.01 Examination

- A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions. Verify openings are sized to receive curtain wall system and sill plate is level in accordance with manufacturer's acceptable tolerances.
 - 1. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

3.02 INSTALLATION

- A. General: Install curtain wall systems plumb, level, and true to line, without warp or rack of frames with manufacturer's prescribed tolerances and installation instructions. Provide support and anchor in place.
 - 1. Dissimilar Materials: Provide separation of aluminum materials from sources of corrosion or electrolytic action contact points.
 - 2. Glazing: Glass shall be outside glazed and held in place with extruded aluminum pressure plates anchored to the mullion using stainless steel fasteners spaced no greater than 9" on center.
- 3. Water Drainage: Each light of glass shall be compartmentalized using joint plugs and silicone sealant to divert water to the horizontal weep locations. Weep holes shall be located in the horizontal pressure plates and covers to divert water to the exterior of the building.
- B. Related Products Installation Requirements:
 - 1. Sealants (Perimeter): Refer to Joint Treatment (Sealants) Section.
 - 2. Glass: Refer to Glass and Glazing Section.
 - a. Reference: ANSI Z97.1, CPSC 16 CFR 1201 and GANA Glazing Manual

3.03 FIELD QUALITY CONTROL

A. Field Tests: Architect shall select curtain wall units to be tested as soon as a representative portion of the project has been installed, glazed, perimeter caulked and cured. Conduct tests for air infiltration and water penetration with manufacturer's representative present. Tests not meeting specified performance requirements and units having deficiencies shall be corrected as part of the contract amount.

- 1. Testing: Testing shall be performed per AAMA 503 by a qualified independent testing agency. Refer to Testing Section for payment of testing and testing requirements.
 - a. Air Infiltration Tests: Conduct tests in accordance with ASTM E 783. Allowable air infiltration shall not exceed 1.5 times the amount indicated in the performance requirements or 0.09 cfm/ft², which ever is greater.
 - b. Water Infiltration Tests: Conduct tests in accordance with ASTM E 1105. No uncontrolled water leakage is permitted when tested at a static test pressure of two-thirds the specified water penetration pressure but not less than 8 psf (383 Pa).
- B. Manufacturer's Field Services: Upon Owner's written request, provide periodic site visit by manufacturer's field service representative.

3.04 PROTECTION AND CLEANING

- A. Protection: Protect installed product's finish surfaces from damage during construction. Protect aluminum curtain wall system from damage from grinding and polishing compounds, plaster, lime, acid, cement, or other harmful contaminants.
- B. Cleaning: Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.

SECTION 08 80 00

GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glass.
- B. Glazing compounds and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 07 90 05 Joint Sealers: Sealant and back-up material.
- B. Section 08 41 13.20 Aluminum Framed Entrances and Storefront Exterior
- C. Section 08 44 13 Glazed Aluminum Curtain Wall

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 Safety Standard for Architectural Glazing Materials.
- B. ANSI Z97.1 American National Standard for Safety Glazing Materials Used in Buildings, Safety Performance Specifications and Methods of Test.
- C. ASTM C864 Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers.
- D. ASTM C920 Standard Specification for Elastomeric Joint Sealants.
- E. ASTM C1036 Standard Specification for Flat Glass.
- F. ASTM C1048 Standard Specification for Heat-Treated Flat Glass--Kind HS, Kind FT Coated and Uncoated Glass.
- G. ASTM C1193 Standard Guide for Use of Joint Sealants.
- H. ASTM E 773 Standard Test Method for Accelerated Weathering of Sealed Insulating Glass Units.
- I. ASTM E 774 Standard Specification for the Classification of the Durability of Sealed Insulating Glass Units; 1997.
- J. ASTM E1300 Standard Practice for Determining Load Resistance of Glass in Buildings.
- K. ASTM E2190 Standard Specification for Insulating Glass Unit Performance and Evaluation.
- L. GANA (GM) GANA Glazing Manual; Glass Association of North America.
- M. GANA (SM) GANA Sealant Manual; Glass Association of North America.
- N. GANA (LGDG) Laminated Glazing Reference Manual; Glass Association of North America.
- O. SIGMA TM-3000 Glazing Guidelines for Sealed Insulating Glass Units; Sealed Insulating Glass Manufacturers Association.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

1.05 SUBMITTALS

- A. See Section 01 33 00 Administrative Requirements, for submittal procedures.
- B. Product Data on Glass Types: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
- C. Product Data on Glazing Compounds: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.

- D. Samples: Submit two samples 12 x12 inch in size of glass and plastic units, showing coloration and design.
- E. Certificates: Certify that products meet or exceed specified requirements.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 Product Requirements, for additional provisions.
 - 2. Extra Insulating Glass Units: One of each glass size and each glass type.

1.06 QUALITY ASSURANCE

- A. Perform Work in accordance with GANA Glazing Manual and FGMA Sealant Manual for glazing installation methods.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum 10 years documented experience.

1.07 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 50 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.08 WARRANTY

A. Sealed Insulating Glass Units: Provide a five (5) year warranty to include coverage for seal failure, interpane dusting or misting, including replacement of failed units.

1.09 PERFORMANCE REQUIREMENTS

- A. General: Provide glass capable of withstanding thermal movement and wind and impact loads (where applicable) as specified in paragraph B following.
- B. Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites in the thickness designations indicated for various size openings, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:
 - 1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:
 - a. Basic Wind Speed: 120 mph.
- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from ambient and surface temperatures changes acting on glass framing members and glazing components.
- D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:
 - 1. For monolithic-glass lites, properties are based on units with lites 1/4 inch (6.0 mm) thick.
 - 2. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
 - 3. Center-of-Glass Values: Based on using LBL-44789 WINDOW 5.0 computer program for the following methodologies:
 - a. U-Factors: NFRC 100 expressed as Btu/ sq. ft. per h per degree F.
 - b. Solar Heat Gain Coefficient: NFRC 200.
 - c. Solar Optical Properties: NFRC 300.

PART 2 PRODUCTS

2.01 GLAZING TYPES

2.02 GLASS MATERIALS

- A. Float Glass Manufacturers:
 - 1. Guardian Industries Corp: www.sunguardglass.com.
 - 2. Substitutions: Refer to Section 01 60 00 Product Requirements.
- B. Float Glass: All glazing is to be float glass unless otherwise indicated.
 - 1. Heat-Strengthened and Fully Tempered Types: ASTM C1048.
 - 2. Thicknesses: As indicated; for exterior glazing comply with specified requirements for wind load design regardless of specified thickness.

2.03 SEALED INSULATING GLASS UNITS

- A. Manufacturers:
 - 1. Any of the manufacturers specified for float glass.
 - 2. Substitutions: Refer to Section 01 60 00 Product Requirements.
- B. Sealed Insulating Glass Units: Types as indicated.
 - 1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 - 2. Edge Spacers: Aluminum, bent and soldered corners.
 - 3. Edge Seal: Glass to elastomer with supplementary silicone sealant.
 - 4. Purge interpane space with dry hermetic air.

2.04 GLAZING COMPOUNDS

- A. Manufacturers:
 - 1. Pecora Corporation: www.pecora.com.
 - 2. Substitutions: Refer to Section 01 60 00 Product Requirements.
- B. Glazing Putty : Polymer modified latex recommended by manufacturer for outdoor use, knife grade consistency; grey color.
- C. Butyl Sealant : Single component; ASTM C 920, Grade NS, Class 12-1/2, Uses M and A; Shore A hardness of 10 to 20; black color; non-skinning.
- D. Acrylic Sealant : Single component, solvent curing, non-bleeding; ASTM C 920, Type S, Grade NS, Class 12-1/2, Uses M and A; cured Shore A hardness of 15 to 25; color as selected.
- E. Polysulfide Sealant : Two component; chemical curing, non-sagging type; ASTM C 920, Type M, Grade NS, Class 25, Uses M, A, and G; cured Shore A hardness of 15 to 25; color as selected.
- F. Polyurethane Sealant : Single component, chemical curing, non-staining, non-bleeding; Shore A Hardness Range 20 to 35; color as selected.
- G. Silicone Sealant : Single component; neutral curing; capable of water immersion without loss of properties; non-bleeding, non-staining; ASTM C 920, Type S, Grade NS, Class 25, Uses M, A, and G; cured Shore A hardness of 15 to 25; color as selected.

2.05 GLAZING ACCESSORIES

- A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness, ASTM C864 Option I. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness, ASTM C 864 Option I. Minimum 3 inch long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.

- C. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; black color.
 - 1. Manufacturers:
 - a. Pecora Corporation: www.pecora.com.
 - b. Substitutions: Refer to Section 01 60 00 Product Requirements.
- D. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option I; black color.
- E. Glazing Clips: Manufacturer's standard type.

2.06 SOURCE QUALITY CONTROL AND TESTS

A. Provide shop inspection and testing for all glass.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that openings for glazing are correctly sized and within tolerance.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

3.02 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.
- D. Install sealants in accordance with ASTM C1193 and GANA Sealant Manual.
- E. Install sealant in accordance with manufacturer's instructions.

3.03 GLAZING METHODS

3.04 INSTALLATION - EXTERIOR DRY METHOD (TAPE AND GASKET SPLINE GLAZING)

- A. Cut glazing tape to length; install on glazing pane. Seal corners by butting tape and sealing junctions with butyl sealant.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure to attain full contact.
- D. Install removable stops without displacing glazing spline. Exert pressure for full continuous contact.
- E. Trim protruding tape edge.

3.05 INSTALLATION - INTERIOR DRY METHOD (TAPE AND TAPE)

- A. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch (1.6 mm) above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- C. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.
- D. Place glazing tape on free perimeter of glazing in same manner described above.
- E. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.
- F. Knife trim protruding tape.

3.06 MANUFACTURER'S FIELD SERVICES

- A. Glass and Glazing product manufacturers to provide field surveillance of the installation of their products.
- B. Monitor and report installation procedures and unacceptable conditions.

3.07 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean glass and adjacent surfaces.

3.08 PROTECTION

A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.

END OF SECTION

SECTION 09 21 16 GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal stud wall, ceiling and soffit framing.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 Rough Carpentry: Building Framing and Wood blocking .
- B. Section 06 10 00 Rough Carpentry: Wood blocking product and execution requirements.

1.03 REFERENCE STANDARDS

- A. AISI SG02-1 North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute. (replaced SG-971)
- B. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM C475/C475M Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.
- D. ASTM C514 Standard Specification for Nails for the Application of Gypsum Board.
- E. ASTM C645 Standard Specification for Nonstructural Steel Framing Members.
- F. ASTM C665 Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- G. ASTM C754 Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.
- H. ASTM C840 Standard Specification for Application and Finishing of Gypsum Board.
- I. ASTM C954 Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.
- J. ASTM C1002 Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
- K. ASTM C1047 Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base.
- L. ASTM C1396/C1396M Standard Specification for Gypsum Board.
- M. ASTM C1629/C1629 Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels.
- N. ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
- O. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
- P. ASTM E90 Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
- Q. ASTM E413 Classification for Rating Sound Insulation.
- R. GA-214 Recommended Levels of Gypsum Board Finish; Gypsum Association.
- S. GA-216 Application and Finishing of Gypsum Board; Gypsum Association.

1.04 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate special details associated with vertical deflection joints and acoustic seals. Provide special details for suspended ceilings. Indicate layout, anchorage to structure, type and location of fasteners, framed openings, accessories, and items of related work.
- C. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- D. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

1.05 QUALITY ASSURANCE

- A. Perform in accordance with ASTM C 840. Comply with requirements of GA-600 for fire-rated assemblies.
- B. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of documented experience.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

A. Provide completed assemblies per drawings.

2.02 METAL FRAMING MATERIALS

- A. Manufacturers Metal Framing, Connectors, and Accessories:
 - 1. Clarkwestern Dietrich Building Systems LLC: www.clarkdietrich.com.
 - 2. Dietrich Metal Framing: www.dietrichindustries.com.
 - 3. Marino: www.marinoware.com.
 - 4. Substitutions: See Section 01 60 00 Product Requirements.
- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/360 at 5 psf.
 - 1. Exception: The minimum metal thickness and section properties requirements of ASTM C 645 are waived provided steel of 40 ksi minimum yield strength is used, the metal is continuously dimpled, the effective thickness is at least twice the base metal thickness, and maximum stud heights are determined by testing in accordance with ASTM E 72 using assemblies specified by ASTM C 754.
 - a. Acceptable Products:
 - 1) Dietrich Metal Framing; UltraSteel (tm): www.dietrichindustries.com.
 - 2) Clark Western Building Systems; UltraSteel (tm): www.clarkwestern.com.
 - 2. Studs: "C" shaped with flat or formed webs with knurled faces. Minimum gauge = 20.
 - 3. Runners: U shaped, sized to match studs. Minimum gauge = 16.
 - 4. Ceiling Channels: C shaped. Minimum gauge = 16.
 - 5. Furring: Hat-shaped sections, minimum depth of 7/8 inch. Minimum gauge = 18.
- C. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
- D. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
 - 1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
 - 2. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot dipped galvanized coating.

3. Provide kickers / framing for top of wall and soffits as necessary.

2.03 BOARD MATERIALS

- A. Manufacturers Gypsum-Based Board:
 - 1. CertainTeed Corporation: www.certainteed.com.
 - 2. Georgia-Pacific Gypsum: www.gpgypsum.com.
 - 3. National Gypsum Company: www.nationalgypsum.com.
 - 4. USG Corporation: www.usg.com.
 - 5. Substitutions: See Section 01 60 00 Product Requirements.
- B. Impact-Rated Wallboard: Tested to Level 3 soft-body and hard-body impact in accordance with ASTM C1629.
 - 1. Application: Walls.
 - 2. Paper-Faced Type: Gypsum wallboard as defined in ASTM C1396/C1396M.
 - 3. Thickness: 5/8 inch.
 - 4. Edges: Tapered.
 - 5. Products:
 - a. National Gypsum Company; Gold Bond Hi-Impact Brand XP Wallboard.
 - b. USG Corporation; Fiberock Brand Panels--VHI Abuse-Resistant.
- C. Gypsum Wallboard: ASTM C 1396/C 1396M. Sizes to minimize joints in place; ends square cut.
 - 1. Abuse-Resistant Type: Gypsum wallboard especially formulated for increased impact resistance, with enhanced gypsum core and heavy duty face and back paper.
 - a. Application: Walls.
 - b. Core Type: Regular, as indicated.
 - c. Thickness: 5/8 inch.
 - d. Edges: Tapered.

2.04 ACCESSORIES

- A. Acoustic Insulation: ASTM C 665; preformed glass fiber, friction fit type, unfaced. Thickness to fit cavity. As specified in Section 07 21 00.
- B. Finishing Accessories: ASTM C1047, rigid plastic, unless otherwise indicated.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional cornerbead and control joints, provide U-bead at exposed panel edges.
- C. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
 - 1. Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 - 2. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
 - 3. Ready-mixed vinyl-based joint compound.
 - 4. Powder-type vinyl-based joint compound.
 - 5. Chemical hardening type compound.
- D. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium-plated for exterior locations.
- E. Screws for Attachment to Steel Members From 0.033 to 0.112 Inch in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.
- F. Screws: ASTM C 1002; self-piercing tapping type; cadmium-plated for exterior locations.
- G. Staples: ASTM C 840.

H. Anchorage to Substrate: Tie wire, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Studs: Space studs as indicated.
 - 1. Extend partition framing to structure where indicated and to ceiling in other locations.
 - 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling framing in accordance with details.
 - 3. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
 - 4. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- C. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- D. Connections: Minimum (4) #12 screws per connection of cold formed metal framing members.
- E. Blocking: Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, wood frame openings, toilet accessories, and hardware. Comply with Section 06 10 00 for wood blocking.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

3.04 BOARD INSTALLATION

- A. Comply with ASTM C 840 and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
 - 1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Installation on Metal Framing: Use screws for attachment of all gypsum board except face layer of non-rated double-layer assemblies, which may be installed by means of adhesive lamination.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as directed.
 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

3.06 JOINT TREATMENT

A. Paper Faced Gypsum Board: Use fiberglass joint tape, bedded with ready-mixed vinyl-based; or powder-type vinyl-based; or chemical hardening type joint compound and finished with ready-mixed vinyl-based; or powder-type vinyl-based; or chemical hardening type joint compound.

- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish or where FRP panel to be installed.
 - 3. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Finish gypsum board in scheduled areas in accordance with levels defined in GA-214; or ASTM C 840 and as scheduled below.
 - 1. Above Finished Ceilings Concealed From View: Level 1.
 - 2. Walls and Ceilings to Receive Flat Paint Finish: Level 4.
- D. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 - 2. Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
 - 3. Taping, filling and sanding is not required at base layer of double layer applications.

3.07 TOLERANCES

A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

3.08 FINISH LEVEL SCHEDULE (SEE 1.03 REFERENCES FOR DEFIINITION)

- A. Level 1: Above finished ceilings concealed from view.
- B. Level 4: Walls and ceilings scheduled to receive flat paint finish.

END OF SECTION

SECTION 09 51 00 ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system to facilitate new window installation.
- B. Support hangers, channels, and wires.

1.02 RELATED REQUIREMENTS

A. Section 07 21 00 - Thermal Insulation: Acoustical insulation.

1.03 REFERENCE STANDARDS

- A. ASTM C635 Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. ASTM C636/C636M Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
- C. ASTM E1264 Standard Classification for Acoustical Ceiling Products.
- D. GEI (SCH) GREENGUARD "Children and Schools" Certified Products; GREENGUARD Environmental Institute.

1.04 SUBMITTALS

- A. See Section 01 30 00 General Conditions, for submittal procedures.
- B. Product Data: Provide data on suspension system components.
- C. Samples: Submit two samples 4x4 inch in size illustrating material and finish of acoustical units.
- D. Samples: Submit two samples each, 6 inches long, of suspension system main runner, cross runner, and perimeter molding.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.05 QUALITY ASSURANCE

- A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.
- B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.

1.06 FIELD CONDITIONS

A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

1.07 PROJECT CONDITIONS

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Install acoustical units after interior wet work is dry.

1.08 EXTRA MATERIALS

- A. See Section 01 60 00 Product Requirements, for additional provisions.
- B. Provide 800 SF of Type A acoustical unit, 160 SF of Type B acoustical unit, 48 SF of Type C, and 48 SF of Type D for Owner's use in maintenance of project.

PART 2 PRODUCTS

2.01 ACOUSTICAL UNITS

- A. Manufacturers:
 - 1. Armstrong World Industries, Inc: www.armstrong.com.
 - 2. Substitutions: See Section 01 60 00 Product Requirements.
- B. Acoustical Units General: ASTM E1264, Class A.
- C. Acoustical Tile Type A: Painted mineral fiber, ASTM E 1264 Type III, with to the following characteristics:
 - 1. Size: 24 x 48 inches.
 - 2. Edge: Square.
 - 3. Surface Color: White.
 - 4. Surface Pattern: Fine Fissured, match existing..
 - 5. Product: Armstrong

2.02 SUSPENSION SYSTEM(S) UNLESS NOTED OTHERWISE ABOVE.

- A. Manufacturers:
 - 1. Same as for acoustical units.
 - 2. Armstrong World Industries, Inc:www.armstrong.com.
 - 3. Substitutions: See Section 01 60 00 Product Requirements.
- B. Suspension Systems General: ASTM C 635; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.
- C. Exposed Tee Steel Suspension System: Formed galvanized steel, commercial quality cold rolled; heavy-duty.
 - 1. Profile: Tee; for square edge panels 15/16 inch wide face.
 - 2. Construction: Double web.
 - 3. Finish: White painted.
 - 4. Product: Match existing by Armstrong.

2.03 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
- C. Acoustical Sealant For Perimeter Moldings: Specified in Section 07 90 05.
- D. Gasket For Perimeter Moldings: Closed cell rubber sponge tape.
- E. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C 636, ASTM E 580, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:240.
- C. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.

- D. Locate system on room axis according to reflected plan.
- E. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- F. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- G. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- H. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- I. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- J. Do not eccentrically load system or induce rotation of runners.
- K. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Install in bed of acoustical sealant or with continuous gasket.
 - 2. Use longest practical lengths.
 - 3. Miter or Overlap and rivet corners.
- L. Form expansion joints as detailed. Form to accommodate plus or minus 1 inch movement. Maintain visual closure.

3.03 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

SECTION 09 90 00 PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Prepare and paint all interior new work and patching and all exterior lintels.

1.02 REFERENCE STANDARDS

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

1.03 DEFINITIONS

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

1.04 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products and special coatings, including VOC content.
- C. Samples: Submit two paper chip samples, 1 X 1 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.
- D. Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on aluminum sheet, 6 x 6 inch in size.
- E. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- F. Certification: By manufacturer that all paints and coatings do not contain any of the prohibited chemicals specified; GreenSeal GS-11 certification is not required but if provided shall constitute acceptable certification.
- G. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- H. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum 5 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience.

1.06 REGULATORY REQUIREMENTS

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

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

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

1.08 FIELD CONDITIONS

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

1.09 EXTRA MATERIALS

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. ICI Paints North America: www.icipaints.com
 - 2. Duron, Inc: www.duron.com.
 - 3. Sherwin Williams: www.sherwin-williams.com
 - 4. Benjamin Moore & Co: www.benjaminmoore.com.
 - 5. "Green Screen" paint:
 - a. Filmtools House Brand Chroma Key Green paint (non-reflective matte finish).
 - b. Rosco 5711 Chroma Key Green Video point.
- C. Field-Catalyzed Coatings:
- D. Substitutions: See Section 01 60 00 Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 - 3. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Chemical Content: The following compounds are prohibited:
 - 1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 - Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint ME-OP-3A Ferrous Metals, Unprimed, Alkyd, 3 Coat:
 - 1. One coat of alkyd primer.
 - 2. Semi-gloss: Two coats of alkyd enamel.

2.04 PAINT SYSTEMS - INTERIOR

- A. Paint WI-OP-3L Wood, Opaque, Latex, 3 Coat:
 1. One coat of latex primer sealer.
- B. Paint CI-OP-3L Concrete/Masonry, Opaque, Latex, 3 Coat:
 - 1. One coat of block filler.
 - 2. Egg Shell: Two coats of latex enamel.
- C. Paint MI-OP-2L Ferrous Metals, Primed, Latex, 2 Coat:
 - 1. Touch-up with latex primer or manufacturer recommended.
 - 2. Flat: Two coats of latex enamel.
- D. Paint GI-OP-3L Gypsum Board/Plaster, Latex, 3 Coat:
 - 1. One coat of alkyd or latex primer sealer.
 - 2. Eggshell: Two coats of latex enamel.

2.05 ACCESSORY MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Plaster and Stucco: 12 percent.
 - 3. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
 - 5. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.
 - 6. Concrete Floors and Traffic Surfaces: 8 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- E. Marks: Seal with shellac or stain blocker those which may bleed through surface finishes.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- I. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- J. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- K. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- L. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

3.03 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- B. Apply products in accordance with manufacturer's instructions.
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G. Sand wood and metal surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- I. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

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

3.05 CLEANING

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

3.06 PROTECTION

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

END OF SECTION

SECTION 12 24 13 ROLLER SHADES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Sunscreen roller shades.

1.2 RELATED SECTIONS

- A. Section 09 21 16 Gypsum Board Assemblies: Coordination with gypsum board assemblies for installation of shade pockets, closures and related accessories.
- B. Section 09 51 00 Acoustical Ceilings: Coordination with acoustical ceiling systems for installation of shade pockets, closures and related accessories.

1.3 REFERENCES

- A. ASTM G 21 Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
- B. NFPA 70 National Electrical Code.
- C. NFPA 701 Fire Tests for Flame-Resistant Textiles and Films.

1.4 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures
- B. Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Styles, material descriptions, dimensions of individual components, profiles, features, finishes and operating instructions.
 - 3. Storage and handling requirements and recommendations.
 - 4. Mounting details and installation methods.
- C. Shop Drawings: Plans, elevations, sections, product details, installation details, operational clearances, wiring diagrams and relationship to adjacent work.
 - 1. Prepare shop drawings on Autocad format using base sheets provided electronically by the Architect.
- D. Window Treatment Schedule: For all roller shades. Use same room designations as indicated on the Drawings and include opening sizes and key to typical mounting details.
- E. Selection Samples: For each finish product specified, one set of shade cloth options and aluminum finish color samples representing manufacturer's full range of available colors and patterns.
- F. Verification Samples: For each finish product specified, one complete set of shade components, unassembled, demonstrating compliance with specified requirements. Shadecloth sample and aluminum finish sample as selected. Mark face of material to indicate interior faces.
- G. Maintenance Data: Methods for maintaining roller shades, precautions regarding cleaning materials and methods, instructions for operating hardware and controls.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Obtain roller shades through one source from a single manufacturer with a minimum of twenty years experience in manufacturing products comparable to those specified in this section.
- B. Installer Qualifications: Installer trained and certified by the manufacturer with a minimum of ten years experience in installing products comparable to those specified in this section.
- C. Fire-Test-Response Characteristics: Passes NFPA 701 small and large-scale vertical burn. Materials tested shall be identical to products proposed for use.
- D. Shade cloth to "pass" indoor air quality / VOC testing as per ASTM D 5116-97 ASTM D 667001.
- E. Shade Cloth: Anti-Microbial Characteristics: 'No Growth' per ASTM G 21 results for fungi ATCC9642, ATCC9644, ATCC9645.
- F. Mock-Up: Provide a mock-up (manual shades only) of one roller shade assembly for evaluation of mounting, appearance and accessories.
 - 1. Locate mock-up in window designated by Architect.
 - 2. Do not proceed with remaining work until, mock-up is accepted by Architect.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver shades in factory-labeled packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same room designations indicated on Drawings.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Install roller shades after finish work including painting is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1.8 WARRANTY

- A. Roller Shade Hardware and Chain Warranty: Manufacturer's standard non-depreciating twenty-five year limited warranty.
- B. Standard Shadecloth: Manufacturer's standard twenty-five year warranty.
- C. Roller Shade Installation: One year from date of Substantial Completion, not including scaffolding, lifts or other means to reach inaccessible areas.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: MechoShade Systems, Inc. is the basis of design.
- B. MechoShade Systems, Inc. located at: 42-03 35th St. ; Long Island City, NY 11101; Tel: 718-729-2020; Fax: 718-729-2941; Web: <u>www.mechoshade.com</u>
- C. Substitutions: See Section 01 60 00 Product Requirements. Additionally, other manufacturers shall comply with the minimum levels of material and detailing indicated on the drawings and all specifications noted herein.

2.2 ROLLER SHADE TYPES

- A. Manually Operated Shades:
 - 1. Mounting: Surface mounted with fascia.
 - 2. Configuration: Single solar shadecloth.

3. Solar Shadecloths:

- a. Fabric: ThermoVeil 1300, 5 percent open, 2 by 2 dense basket-weave pattern.
- b. Color: Selected from manufacturer's standard colors.

2.3 SHADE CLOTH

A. Visually Transparent Shadecloth: MechoShade Systems, Inc., ThermoVeil series, single thickness non-raveling 0.030-inch (0.762 mm) thick vinyl fabric, woven from 0.018-inch (0.457 mm) diameter extruded vinyl yarn comprising of 21 percent polyester and 79 percent reinforced vinyl.

2.4 SHADE BAND

- A. Shade Bands: Construction of shade band includes the fabric, the hem weight, hem-pocket, shade roller tube, and the attachment of the shade band to the roller tube. Sewn hems and open hem pockets are not acceptable.
 - Hem Pockets and Hem Weights: Fabric hem pocket with RF-welded seams (including welded ends) and concealed hem weights. Hem weights shall be of appropriate size and weight for shade band. Hem weight shall be continuous inside a sealed hem pocket. Hem pocket construction and hem weights shall be similar, for all shades within one room.
 - 2. Shade Band and Shade Roller Attachment:
 - Use extruded aluminum shade roller tube of a diameter and wall thickness required to support shade fabric without excessive deflection. Roller tubes less than 1.55 inch in diameter for manual shades, and less than 2.55 inches for motorize shades are not acceptable.
 - b. Provide for positive mechanical engagement with drive / brake mechanism.
 - c. Provide for positive mechanical attachment of shade band to roller tube; shade band shall be made removable / replaceable with a "snap-on" snap-off" spline mounting, without having to remove shade roller from shade brackets.
 - d. Mounting spline shall not require use of adhesives, adhesive tapes, staples, and/or rivets.
 - e. Any method of attaching shade band to roller tube that requires the use of: adhesive, adhesive tapes, staples, and/or rivets are not acceptable.

2.5 SHADE FABRICATION

- A. Fabricate units to completely fill existing openings from head to sill and jamb-to-jamb, unless specifically indicated otherwise.
- B. Provide battens in standard shades as required to assure proper tracking and uniform rolling of the shadebands. Contractor shall be responsible for assuring the width-to-height (W:H) ratios shall not exceed manufacturer's standards or, in absence of such standards, shall be responsible for establishing appropriate standards to assure proper tracking and rolling of the shadecloth within specified standards. Battens shall be roll-formed stainless steel or tempered steel, as required.
- C. For railroaded shadebands, provide seams in railroaded multi-width shadebands as required to meet size requirements and in accordance with seam alignment as acceptable to Architect. Seams shall be properly located. Furnish battens in place of plain seams when the width, height, or weight of the shade exceeds manufacturer's standards. In absence of such standards, assure proper use of seams or battens as required to, and assure the proper tracking of the railroaded multi-width shadebands.

D. Provide battens for railroaded shades when width-to-height (W:H) ratios meet or exceed manufacturer's standards. In absence of manufacturer's standards, be responsible for proper use and placement of battens to assure proper tracking and roll of shadebands.

2.6 COMPONENTS

- A. Access and Material Requirements:
 - 1. Provide shade hardware allowing for the removal of shade roller tube from brackets without removing hardware from opening and without requiring end or center supports to be removed.
 - 2. Provide shade hardware that allows for removal and re-mounting of the shade bands without having to remove the shade tube, drive or operating support brackets.
 - 3. Use only Delrin engineered plastics by DuPont for all plastic components of shade hardware. Styrene based plastics, and /or polyester, or reinforced polyester will not be acceptable.
- B. Manual Operated Chain Drive Hardware and Brackets:
 - 1. Provide for universal, regular and offset drive capacity, allowing drive chain to fall at front, rear or non-offset for all shade drive end brackets. Universal offset shall be adjustable for future change.
 - 2. Provide hardware capable for installation of a removable fascia, for both regular and/or reverse roll, which shall be installed without exposed fastening devices of any kind.
 - 3. Provide shade hardware system that allows for removable regular and/or reverse roll fascias to be mounted continuously across two or more shade bands without requiring exposed fasteners of any kind.
 - 4. Provide shade hardware system that allows for operation of multiple shade bands (multi-banded shades) by a single chain operator, subject to manufacturer's design criteria. Connectors shall be offset to assure alignment from the first to the last shade band.
 - 5. Provide shade hardware system that allows multi-banded manually operated shades to be capable of smooth operation when the axis is offset a maximum of 6 degrees on each side of the plane perpendicular to the radial line of the curve, for a 12 degrees total offset.
 - 6. Provide positive mechanical engagement of drive mechanism to shade roller tube. Friction fit connectors for drive mechanism connection to shade roller tube are not acceptable
 - 7. Provide shade hardware constructed of minimum 1/8-inch thick plated steel or heavier as required to support 150 percent of the full weight of each shade.
 - 8. Drive Bracket / Brake Assembly:
 - a. MechoShade Extended Drive Bracket model M5 shall be fully integrated with all MechoShade accessories, including, but not limited to: SnapLoc fascia, center supports and connectors for multi-banded shades.
 - b. M5 drive sprocket and brake assembly shall rotate and be supported on a welded 3/8 inch steel pin.
 - c. The brake shall be an over-running clutch design which disengages to 90 percent during the raising and lowering of a shade. The brake shall withstand a pull force of 50 lbs. in the stopped position.
 - d. The braking mechanism shall be applied to an oil-impregnated hub on to which the brake system is mounted. The oil impregnated hub design includes an

articulated brake assembly, which assures a smooth, non-jerky operation in raising and lowering the shades. The assembly shall be permanently lubricated. Products that require externally applied lubrication and or not permanently lubricated are not acceptable.

- e. The entire M5 assembly shall be fully mounted on the steel support bracket, and fully independent of the shade tube assembly, which may be removed and reinstalled without effecting the roller shade limit adjustments.
- f. Drive Chain: #10 qualified stainless steel chain rated to 90 lb. minimum breaking strength. Nickel plate chain shall not be accepted.

2.7 ACCESSORIES

- A. Fascia:
 - 1. Continuous removable extruded aluminum fascia that attaches to shade mounting brackets without the use of adhesives, magnetic strips, or exposed fasteners.
 - 2. Fascia shall be able to be installed across two or more shade bands in one piece.
 - 3. Fascia shall fully conceal brackets, shade roller and fabric on the tube.
 - 4. Provide bracket / fascia end caps where mounting conditions expose outside of roller shade brackets.
 - 5. Notching of Fascia for manual chain shall not be acceptable.

PART 3 EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install roller shades level, plumb, square, and true according to manufacturer's written instructions, and located so shade band is not closer than 2 inches (50 mm) to interior face of glass. Allow proper clearances for window operation hardware.
- B. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.
- C. Clean roller shade surfaces after installation, according to manufacturer's written instructions.
- D. Engage Installer to train Owner's maintenance personnel to adjust, operate and maintain roller shade systems.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.