

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FISH & WILDLIFE
CONTRACT # MC12-043

PROJECT MANUAL
FOR

AQUATIC RESOURCES EDUCATION CENTER

HAYPOINT LANDING ROAD
SMYRNA, DELAWARE

PREPARED
BY

R G ARCHITECTS, LLC.

ISSUED FOR RE-BID
22 JANUARY 2015

NOT FOR BIDDING PURPOSES

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END OF SECTION

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INVITATION TO BID

The Department of Natural Resources and Environmental Control, Division of Fish and Wildlife, will receive sealed bids in the Auditorium, DNREC Building, 89 Kings Highway, Dover, Delaware 19901, until 2:00 p.m., 10 February 2015, at which time they will be publicly opened for the following project: Aquatic Resource Education Center, Contract No. MC 12-043.

Project involves the construction of a one-story, wood frame building approximately 3,200 square feet in size.

A **MANDATORY** Pre-Bid Meeting will be held at 3:00 PM on 22 January 2015, at Aquatic Resources Education Center at 4876 Haypoint Landing Road, Smyrna, DE 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.**

Proposals shall be placed in a sealed envelope clearly marked BID ENCLOSED, Contract No. MC 12-043 and addressed to:

Dept. of Natural Resources & Environmental Control
Division of Fish & Wildlife
89 Kings Highway Dover, DE 19901
Attn: Denise Husband Phone No. 302-739-9233

Contract documents may be obtained at the office of R G Architects upon receipt of \$100 per set. Checks are to be made payable to "R G Architects." This payment is non-refundable and the documents need not be returned.

Bidding documents can be reviewed at the offices of R G Architects, Division of Parks & Recreation and the Delaware Contractors Association, 527 Stanton Christiana Road, Newark, Delaware 19713.

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

Each bid must be accompanied by a bid guarantee equivalent to ten percent (10%) of the amount of the base bid and all add alternates. The bid guarantee may be a certified check or a bid bond secured by a surety authorized to do business in Delaware. The bid guarantee shall be made payable to the Department of Natural Resources and Environmental Control.

The Department of Natural Resources and Environmental Control, Division of Parks and Recreation, Office of Design and Development reserves the right to waive irregularities and reject any or all bids, and to waive any informalities therein. The Department also reserves the right to extend the time and place for bid opening from that described in this advertisement, with not less than 2 calendar days' notice by certified mail, facsimile transmission or other verifiable electronic means to those bidders who have obtained copies of the plans and specifications.

END PUBLIC NOTICE

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS**2.1 PRE-BID MEETING**

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

2.2 By submitting a Bid, the Bidder represents that:

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

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

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.

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.

4.2 BID SECURITY

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

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

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

4.3 SUBCONTRACTOR LIST

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

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

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

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.

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

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) or a Delaware business license number, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification or Delaware business 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. Prior to execution of the resulting contract, the successful Bidder shall be required to produce proof of its Delaware business license if not provided in its bid.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

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

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF INSTRUCTIONS TO BIDDERS

NOT FOR BIDDING PURPOSES

BID FORM

For Bids Due: **2:00PM on 10 FEBRUARY 2015**

To: Dept. of Natural Resources & Environmental Control
Division of Fish & Wildlife
Office of Design and Development
89 Kings Highway Dover, DE 19901

Name of Bidder: _____

Delaware Business License No.: _____

Employers Identification No.: _____

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, that he has familiarized himself with all conditions affecting the prosecution of the work including the availability of materials and labor, 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:

LUMP SUM BID or LUMP SUM BASE BID: Use the term "LUMP SUM BID" if there are no Alternates; Use the term "LUMP SUM BASE BID" if there are Alternates).

(Words)

\$ _____
(Figures)

ALTERNATES

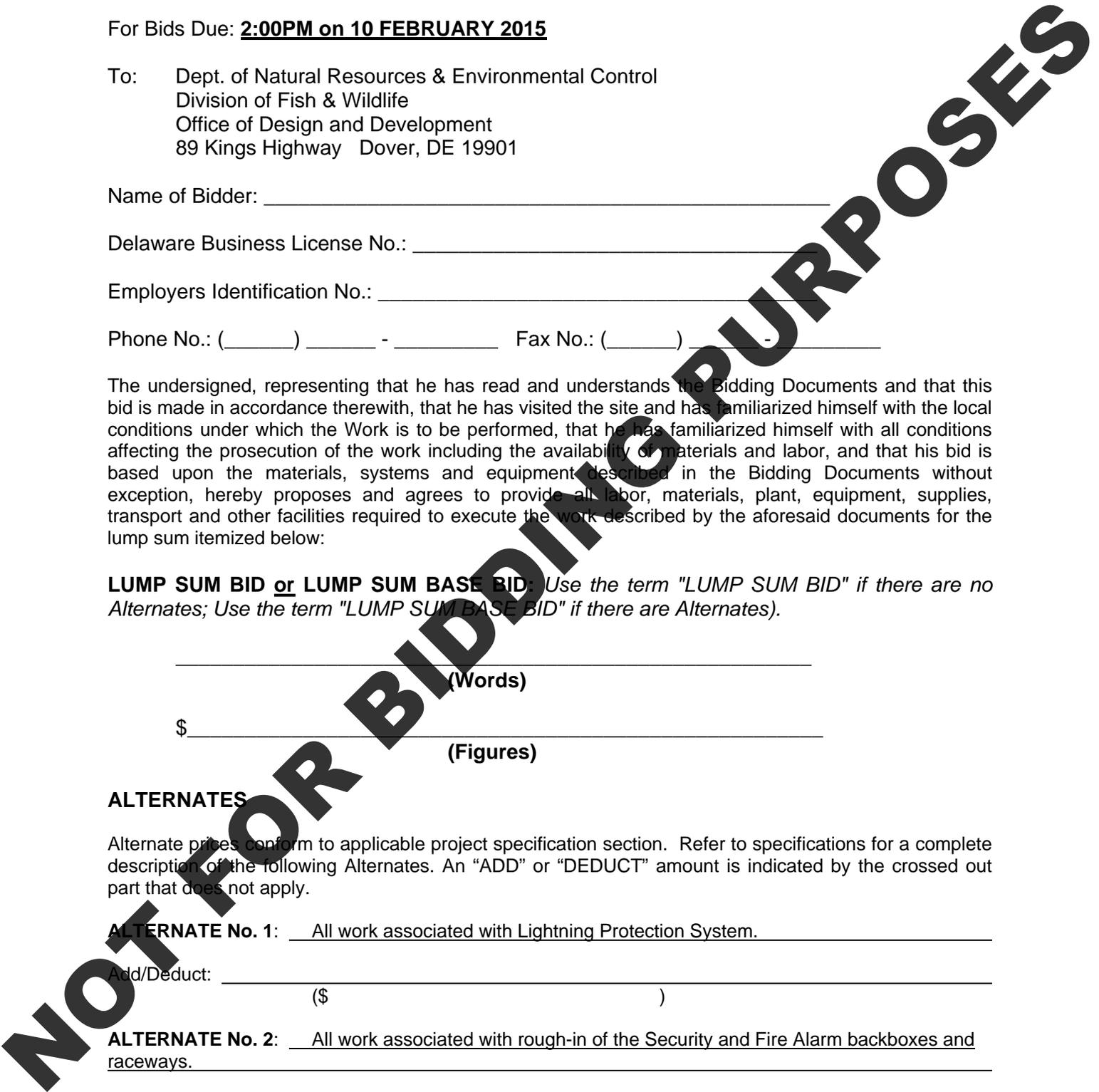
Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply.

ALTERNATE No. 1: All work associated with Lightning Protection System.

Add/Deduct: _____
(\$ _____)

ALTERNATE No. 2: All work associated with rough-in of the Security and Fire Alarm backboxes and raceways.

Add/Deduct: _____
(\$ _____)



BID FORM

ALTERNATE No. 3: All work associated with installing corrugated asphalt roofing panels as shown on the drawings and as specified in lieu of Asphalt shingle roof system.

Add/Deduct: _____
(\$ _____)

NOT FOR BIDDING PURPOSES

BID FORM

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

I/We agree that any changes in the scope of the work extra to the Contract requirements will be paid for pursuant to AIA Document A201, Article 7.

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

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

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

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work of the Contract in accordance with the Construction Schedule and/or completion dates included with the Bid.

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.

I/We agree that all applicable Federal, State, and local taxes and cost of required insurance are included in the proposed prices.

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. This Proposal shall be attached as Exhibit A and made part of the Agreement executed by the Bidder.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

BID FORM

I am / We are (Check one):

___ **An Individual.**

___ **A Partnership** duly recorded in the Prothonary's Office in _____ County pursuant to Title 6 Delaware Code, Chapter 31.

___ **A Corporation** registered with the State of Delaware pursuant to Title 8 Delaware Code.

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

Trading as _____

State of Corporation _____

Business Address: _____

Witness: _____ **By:** _____
(Authorized Signature)

(CORPORATE SEAL, if applicable) _____
Typed or printed name

(Title)

Date: _____

NOT FOR BIDDING PURPOSES

BID FORM

STATE OF _____)

_____ COUNTY) ss,

I hereby certify that before me this _____ day of _____,
20 _____, personally appeared _____, in
his official capacity as President/Principal, and acknowledged the aforesaid before me.

Given under by hand and notarial seal.

Notary Public

ATTACHMENTS

- Non-Collusion Statement
- Sub-Contractor List
- Bid Security (certified check or bid bond issued on mandatory form)
- (Others as Required by Project Manual)

NOT FOR BIDDING PURPOSES

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Department of Natural Resources and Environmental Control, Division of Parks and Recreation.

All the terms and conditions of Contract No. _____ have been thoroughly examined and understood.

Name of Bidder: _____

**Authorized Representative
(Typed or Printed):** _____

**Authorized Representative
(Signature):** _____

Title: _____

Address of Bidder: _____

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.

NOT FOR BIDDING PURPOSES

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address (City and State) of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the Owner, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

The bid may be considered non-responsive if this form is incomplete.

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City, State)</u>
Concrete	_____	_____
Masonry	_____	_____
Carpentry	_____	_____
Mechanical	_____	_____
Electrical	_____	_____

NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

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

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

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

SEALED, AND DELIVERED IN THE
Presence of _____

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

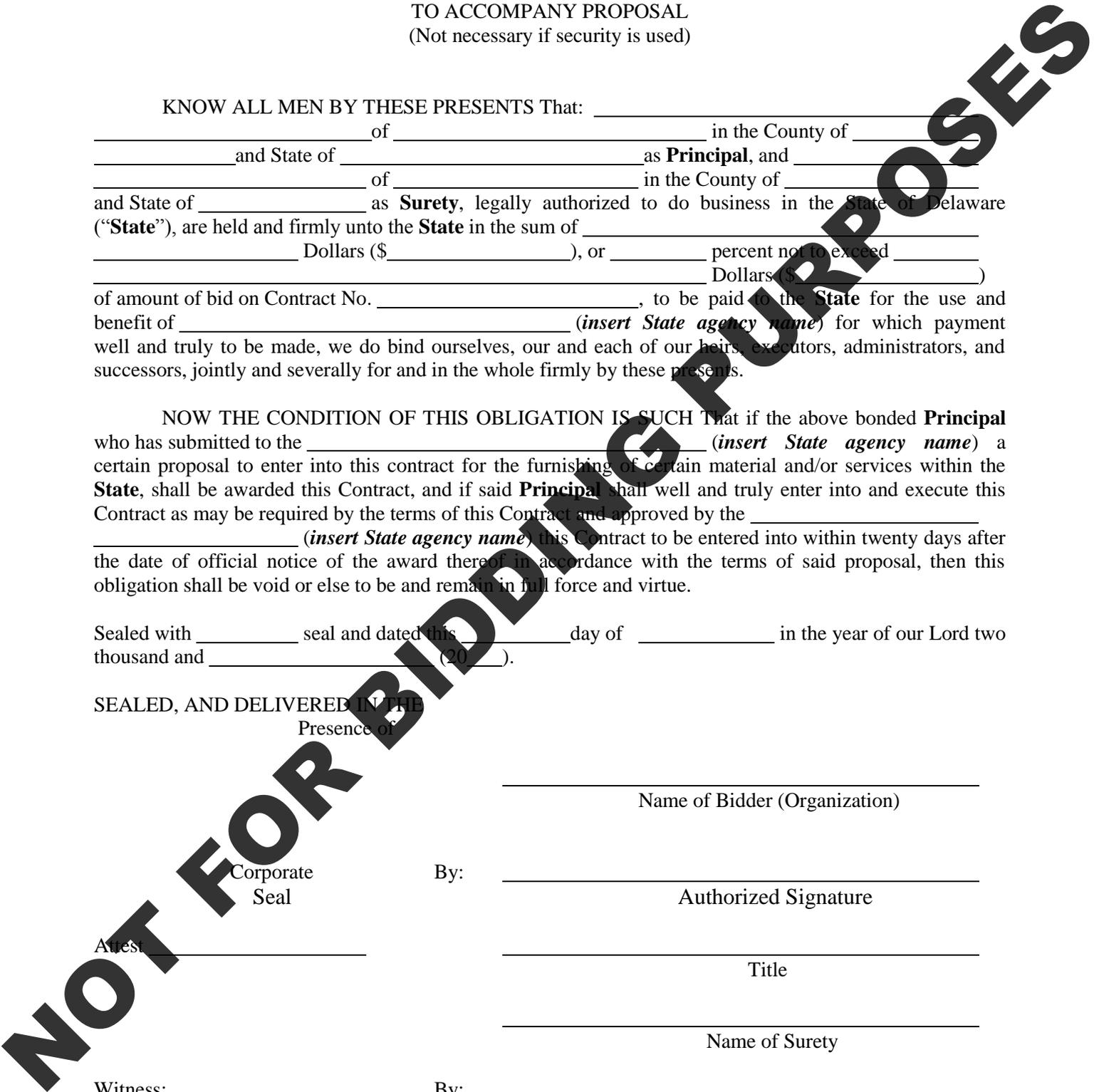
Title

Name of Surety

Witness: _____

By:

Title



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

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

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

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

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

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

NOT FOR BIDDING PURPOSES

DRAFT AIA® Document A101™ - 2007

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

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

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

« »
« »
« »
« »

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

« »
« »
« »
« »

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

«Sample A101-2007»
« »
« »

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

« »
« »
« »
« »

The Owner and Contractor agree as follows.

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

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TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

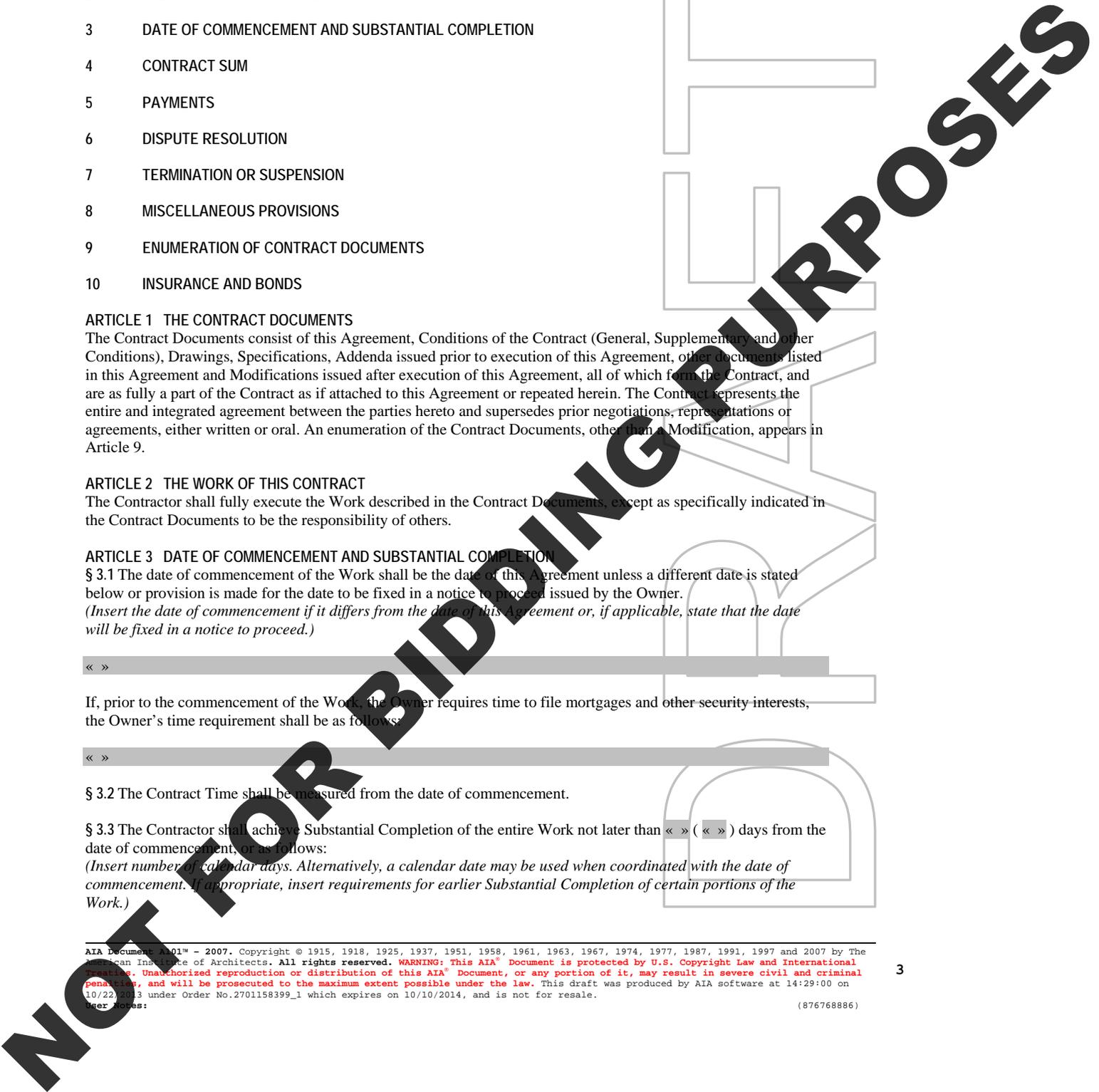
« »

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

« »

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

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



« »

Portion of Work

Substantial Completion Date

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

« »

ARTICLE 4 CONTRACT SUM

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

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

« »

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

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

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

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

« »

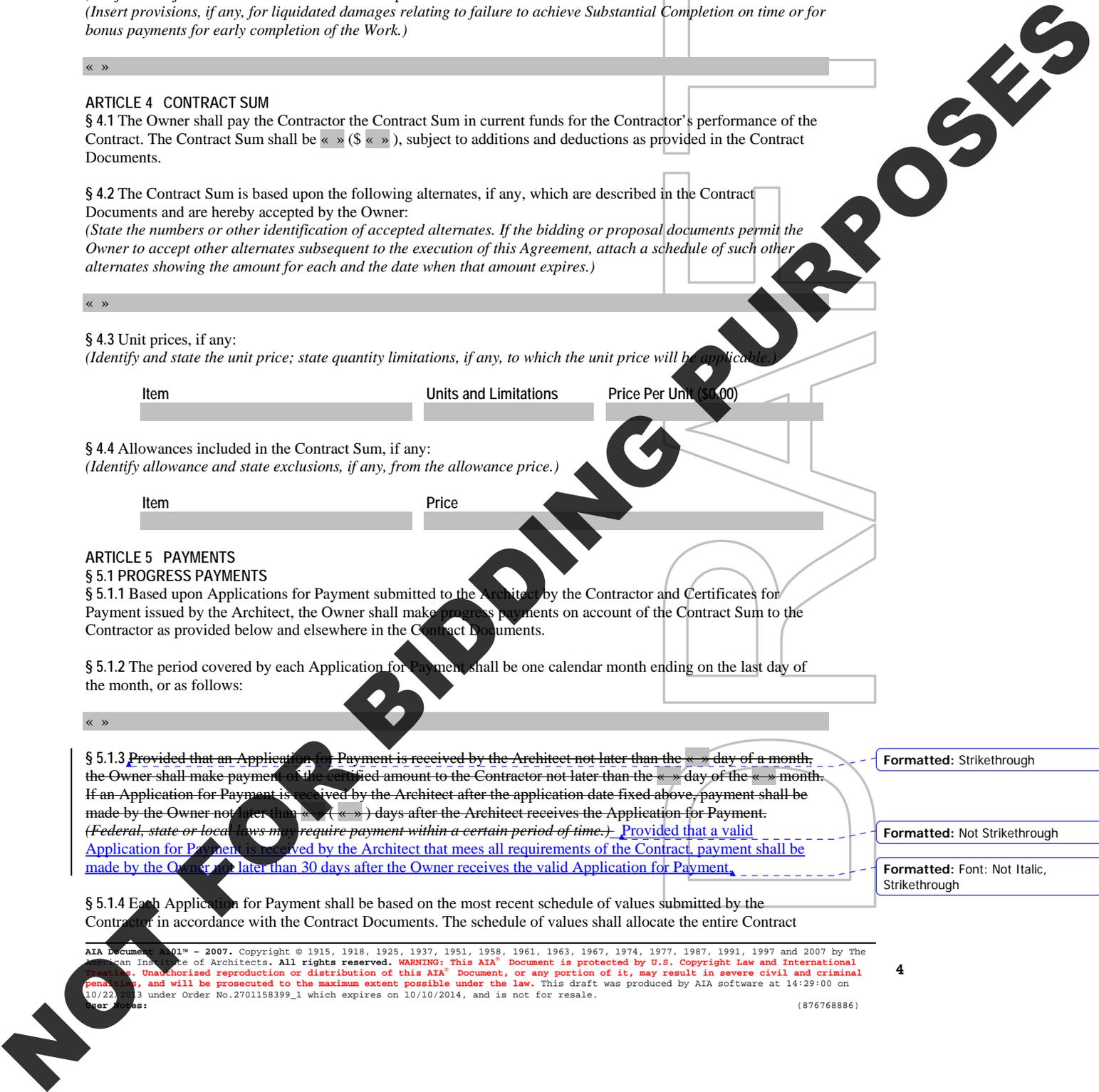
§ 5.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the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

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§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract



Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

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

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

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

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

« »

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

§ 5.2 FINAL PAYMENT

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

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

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

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

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

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

[« »] Litigation in a court of competent jurisdiction

[« X »] Other (Specify) Any remedies available in law or in equity.

« »

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ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

« » % « »

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

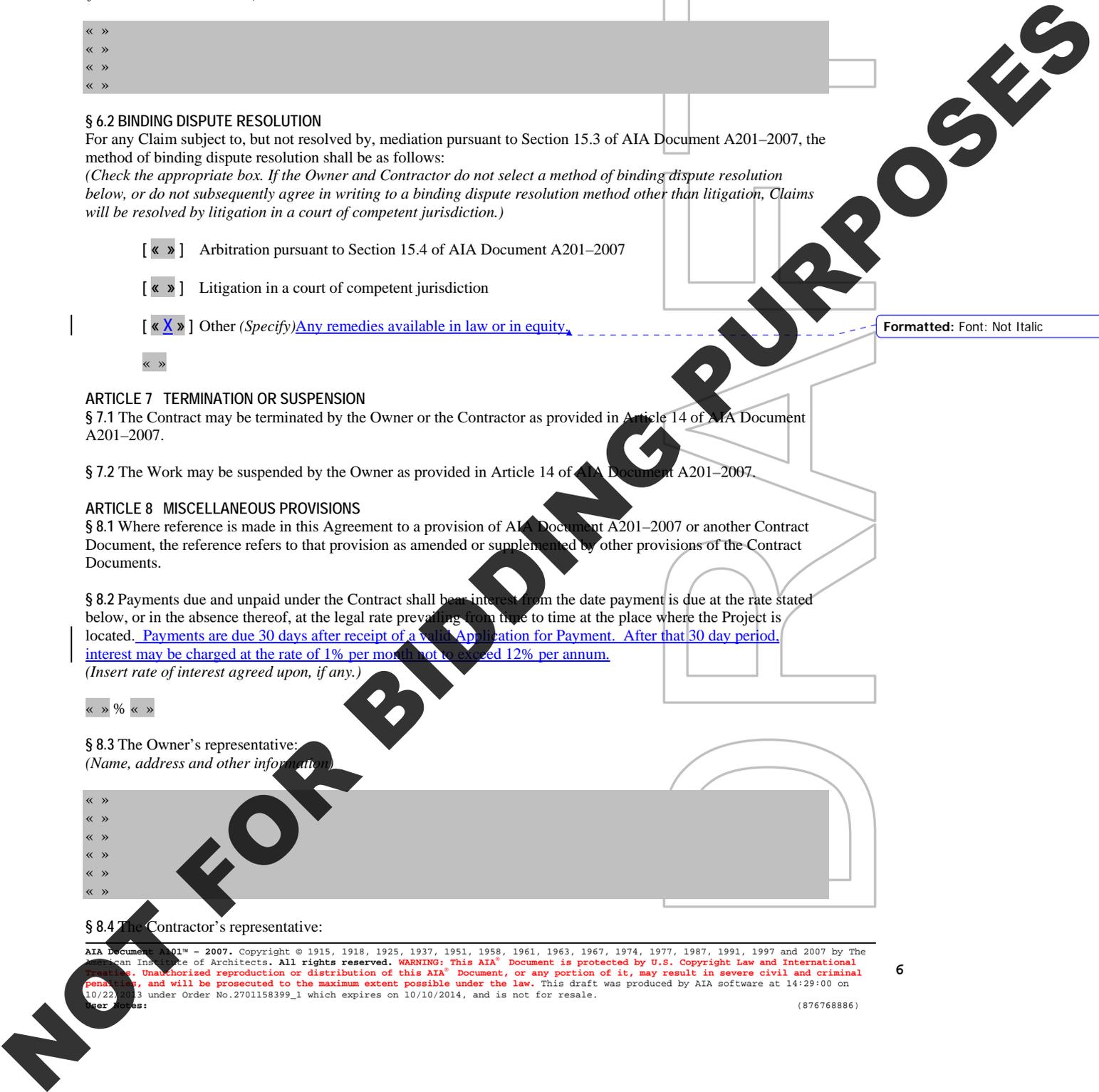
« »
« »
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« »
« »

§ 8.4 The Contractor's representative:

AIA Document A201 - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:29:00 on 10/22/2013 under Order No.2701158399_1 which expires on 10/10/2014, and is not for resale.

User Notes:

(876768886)



(Name, address and other information)

<< >>
<< >>
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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party. The Contractor's representative shall not be changed without ten days written notice to the Owner.

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§ 8.6 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

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

<< >>

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

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

<< >>

Number	Title	Date

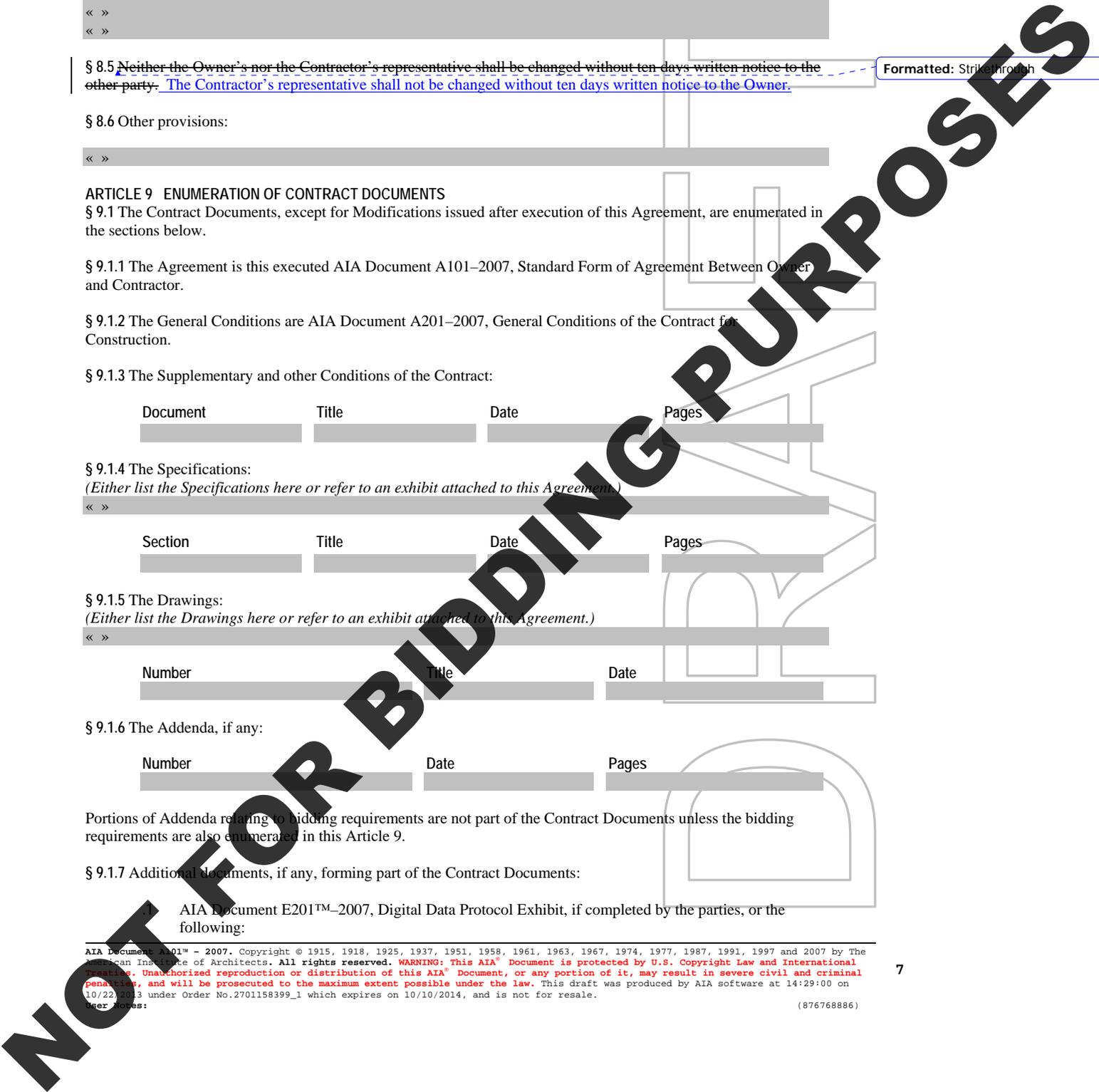
§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

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

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



<< >>

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

<< >>

ARTICLE 10 INSURANCE AND BONDS

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

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

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

OWNER (Signature)

<< >>>

(Printed name and title)

CONTRACTOR (Signature)

<< >>>

(Printed name and title)

NOT FOR BIDDING PURPOSES

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

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

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

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

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

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

END OF SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

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

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

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

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

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

NOT FOR BIDDING PURPOSES

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

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

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

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

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

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

NOT FOR BIDDING PURPOSES

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:
Title:

NOT FOR BIDDING PURPOSES

Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: 001
 PERIOD TO: OWNER:
 CONTRACT FOR: General Construction ARCHITECT:
 CONTRACT DATE: CONTRACTOR:
 PROJECT NOS: / / FIELD:
 OTHER:

FROM VIA ARCHITECT: CONTRACTOR:

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 0.00
 2. Net change by Change Orders \$ 0.00
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 0.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00

5. RETAINAGE:
 a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 b. 0 % of Stored Material (Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 0.00
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

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

CONTRACTOR: _____ Date: _____
 By: _____
 State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My Commission expires: _____

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

AMOUNT CERTIFIED \$ 0.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____ Date: _____
 By: _____

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

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

AIA Document G703™ - 1992

Continuation Sheet

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

APPLICATION NO: 001
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

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

FOR BIDDING PURPOSES

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 User Notes: (776046741)

GENERAL CONDITIONS

TO THE

CONTRACT

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

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DRAFT AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Sample A201-2007»

« »

THE OWNER:

(Name, legal status and address)

« »« »

« »

THE ARCHITECT:

(Name, legal status and address)

« »« »

« »

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

.4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

§ 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

NOT FOR BIDDING PURPOSES



SUPPLEMENTARY GENERAL CONDITIONS A201-2007

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

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

Add the following Paragraph:

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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 first 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 Delaware Code § 6962(d)(10)b.3 and 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Paragraph:

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

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 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".

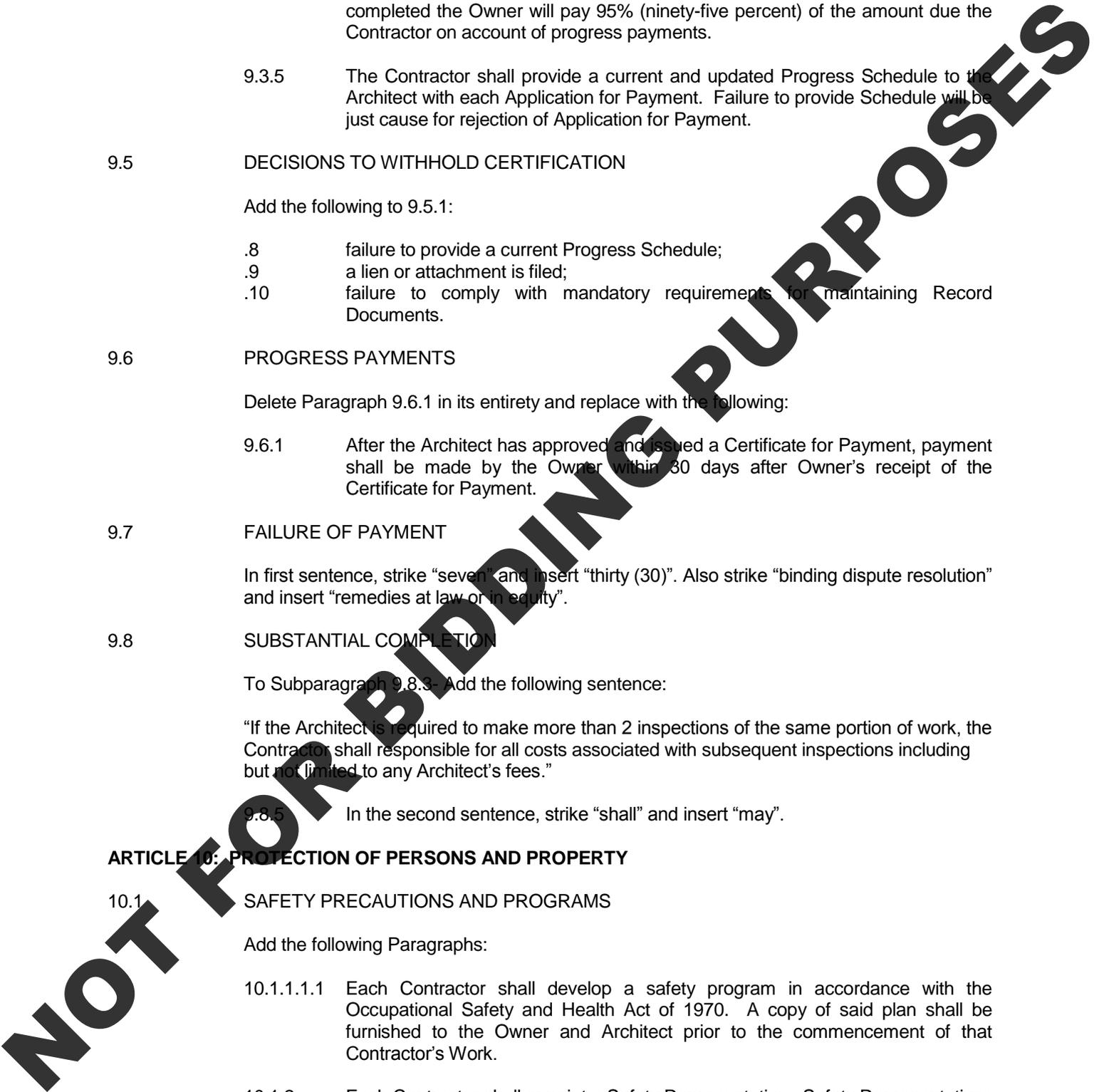
ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

10.5 Delete Paragraphs 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

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 SUPPLEMENTARY GENERAL CONDITIONS

NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 451-3423

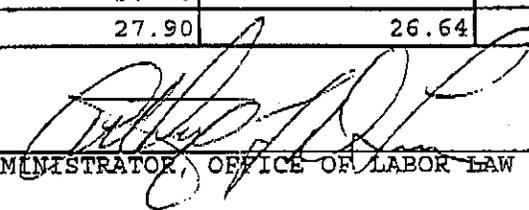
Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 14, 2014

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	65.47	33.22	48.83
BRICKLAYERS	48.08	48.08	48.08
CARPENTERS	50.91	50.91	40.47
CEMENT FINISHERS	31.52	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	62.10	62.10	62.10
ELEVATOR CONSTRUCTORS	77.78	40.93	30.55
GLAZIERS	65.60	65.60	20.15
INSULATORS	51.48	51.48	51.48
IRON WORKERS	59.62	59.62	59.62
LABORERS	39.75	39.75	39.75
MILLWRIGHTS	63.53	63.53	50.10
PAINTERS	44.94	44.94	44.94
PILEDRIVERS	69.32	37.64	30.45
PLASTERERS	21.60	28.55	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	60.20	45.65	47.28
POWER EQUIPMENT OPERATORS	58.31	58.31	24.13
ROOFERS-COMPOSITION	22.35	19.07	17.63
ROOFERS-SHINGLE/SLATE/TILE	17.59	17.50	16.45
SHEET METAL WORKERS	63.24	63.24	63.24
SOFT FLOOR LAYERS	47.12	47.12	47.12
SPRINKLER FITTERS	52.73	52.73	52.73
TERRAZZO/MARBLE/TILE FNRS	52.50	52.50	45.45
TERRAZZO/MARBLE/TILE STRS	60.28	60.28	52.63
TRUCK DRIVERS	27.90	26.64	20.03

CERTIFIED: 7/9/14

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: Aquatic Resource Education Center, Kent County

GENERAL REQUIREMENTS

TABLE OF ARTICLES

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

NOT FOR BIDDING PURPOSES

ARTICLE 1: GENERAL**1.1 CONTRACT DOCUMENTS**

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

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

- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT**4.1 CONTRACT SURETY****4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

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

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

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

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

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

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

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

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

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

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

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:

- A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
- B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
- C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

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

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

- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
- A. Is unqualified to perform the work required;
 - B. Has failed to execute a timely reasonable Subcontract;
 - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
 - D. Is no longer engaged in such business.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

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

8.4 SUSPENSION AND DEBARMENT

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

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

8.5 RETAINAGE

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

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

ARTICLE 9: PAYMENTS AND COMPLETION**9.1 APPLICATION FOR PAYMENT**

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

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

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

9.2 PARTIAL PAYMENTS

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

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

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

9.2.3 If requested by the Agency, receipts 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 receipts have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

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

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

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

9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$500,000 \$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 Contractor's Protective 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 \$500,000	for each occurrence aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

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

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

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

ARTICLE 13: MISCELLANEOUS PROVISIONS**13.1 CUTTING AND PATCHING**

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

ARTICLE 14: TERMINATION OF CONTRACT

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

END OF GENERAL REQUIREMENTS

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.

- 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- 2. Any unused monies of the allowance shall be returned to the owner via a credit change order at the end of the project, and will be reflected in the final application for payment.

- B. Types of allowances include the following:

- 1. Lump-sum allowances.

- C. Related Sections include the following:

- 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
- 2. Division 01 Section "Unit Prices" for procedures for using unit prices.
- 3. Division 01 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
- 4. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Include an allowance entitled "General Owner's Allowance", in the amount of \$10,000. This allowance will be utilized by the owner for owner-elected changes to the work. Any or all unused allowance monies shall be returned to the owner via a credit change order at the end of the project. This allowance shall be carried as an individual line-item on the Applications for Payment.
- B. Allowance No. 2: Include an allowance entitled "Lighting Fixture Allowance" in the amount of \$15,000. This allowance will be utilized by the owner for the cost associated with providing interior and building mounted exterior lighting fixtures. Any or all unused allowance monies shall be returned to the owner via a credit change order at the end of the project. This allowance shall be carried as an individual line-item on the Applications for Payment.

END OF SECTION 01 21 00

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

- 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: All work associated with Lightning Protection System
- B. Alternate No. 2: All work associated with rough in of the Security and Fire Alarm backboxes and raceways.
- C. Alternate No. 3: All work associated with installing 26ga metal roof system as shown on the drawings and as specified in lieu of Asphalt shingle roof system.

END OF SECTION 01 23 00

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Requests for substitution must be made ten days prior to bid. This specification section applies to extra-ordinary conditions that could not be requested during the bidding period.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Substitution Request Submittal: The Architect will consider requests for substitution if received within 60 days after commencement of the Work (Item 1.1, A. above). Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Conditions: The Architect will receive and consider the Contractor's request for substitution when the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.

1. Revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents.
3. The request is timely, fully documented, and properly submitted.

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

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 25 00

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NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

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

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request, but no more than 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES

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

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedural requirements governing handling and processing of allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:

- a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include each Change Order as a new line item on the Schedule of Values.

14 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 1 Original and 3 copies, signed and notarized, of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.

10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
 16. Initial settlement survey and damage report if required.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Project meetings.
 - 2. Requests for Interpretation (RFIs).
- B. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

1.4 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFIs.
 - f. Procedures for testing and inspecting.
 - g. Procedures for processing Applications for Payment.
 - h. Distribution of the Contract Documents.
 - i. Submittal procedures.
 - j. Preparation of Record Documents.
 - k. Use of the premises.
 - l. Work restrictions.
 - m. Owner's occupancy requirements.
 - n. Responsibility for temporary facilities and controls.
 - o. Construction waste management and recycling.
 - p. Parking availability.
 - q. Office, work, and storage areas.
 - r. Equipment deliveries and priorities.
 - s. First aid.
 - t. Security.
 - u. Progress cleaning.
 - v. Working hours.
 3. Minutes: Architect will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

D. Progress Meetings: Conduct progress meetings at biweekly intervals.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Status of submittals.
 - 3) Deliveries.
 - 4) Quality and work standards.
 - 5) Status of correction of deficient items.
 - 6) Field observations.
 - 7) Request for Interpretations (RFIs).
 - 8) Status of proposal requests.

3. Minutes: Architect will record and distribute to Contractor the meeting minutes.

E. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: Each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the

conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.5 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Upon discovery of the need for interpretation of the Contract Documents, prepare and submit an RFI form. Oral RFIs will not be accepted.
 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. RFIs shall only be submitted to seek clarification or interpretation of ambiguities, conflicts, discrepancies, errors, inconsistencies, or omissions in the Contract Documents.
 3. RFIs shall not take the place of Contractor figuring out information available in the Contract Documents.
 4. Each RFI shall be limited to a single issue or very closely related issue.
 5. Coordinate and promptly submit RFIs to avoid delays in Contractor's work and work of subcontractors.
 6. Reviews/responses to RFIs shall not constitute an approval or direction related to Contractor's construction means, methods, procedures, sequences, or techniques.
 7. Reviews/Responses to RFIs shall not constitute an approval or direction related to construction site safety.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

- a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Architect's Action: Architect will review each RFI, determine response required, and return it within **seven** working days. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of substitutions.
 - b. Requests for adjustments in the Contract Time or the Contract Sum.
 - c. Requests for approval of submittals.
 - d. Request for information already indicated on the Contract Documents.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. RFI response may include a request for additional information, in which case Architect's time for response will start again.
 3. RFI response that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 4. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 calendar days of receipt of the RFI response.
- D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within **seven** days if Contractor disagrees with response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly to the Architect.
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

- B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Photographic Documentation" for submitting construction photographs.
4. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
5. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
1. Float time **belongs to Owner**.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit two copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).

4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

C. Preliminary Construction Schedule: Submit **two** opaque copies.

1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for **commencement of the Work** to date of **Final Completion**.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than **20** days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
 - E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragments to demonstrate the effect of the proposed change on the overall project schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 10 days of date established for **the Notice of Award**. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At two week intervals, update schedule to reflect actual construction progress and activities. Issue schedule **one day** before each regularly scheduled progress meeting.
 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.

- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final Completion construction photographs.
- B. Related Sections include the following:
 - 1. Division 01 Section "Unit Prices" for procedures for unit prices for extra photographs.
 - 2. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
 - 3. Division 01 Section "Closeout Procedures" for submitting **digital media** as Project Record Documents at Project closeout.

1.3 SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each **photograph**. Indicate elevation or story of construction. Include same label information as corresponding **set of photographs**.
- B. Construction Photographs: Submit within **seven** days of taking photographs.
 - 1. Digital Images: Submit a complete set of digital image electronic files with each submittal of prints as a Project Record Document on CD-ROM. Files should be FULL size, high resolution, images (not reduced down). Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

1.4 COORDINATION

- A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including

temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

1.5 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 10.0 megapixels, and at an image resolution of not less than **1600 by 1200** pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: A commercial photographer is not required to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in filename for each image.
 - 2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.
- D. Preconstruction Photographs: Before **commencement of excavation**, take **color , digital** photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by **Architect**.
 - 1. Flag **construction limits** before taking construction photographs.

2. Take thirty-two photographs to show existing conditions adjacent to property before starting the Work.
 3. Take thirty-two photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- E. Periodic Construction Photographs: Take up to 32 **color, digital** photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take up to 24 color photographs after date of Substantial Completion for submission as Project Record Documents. **Architect** will direct photographer for desired vantage points.
1. Do not include date stamp.

END OF SECTION 01 32 33

NOT FOR BIDDING PURPOSES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Photographic Documentation" for submitting **construction photographs**.
 - 5. Division 01 Section "Quality Requirements" for submitting test and inspection reports **and for mockup requirements**.
 - 6. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 7. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 8. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 9. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
 - 10. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. General:

1. Contractor shall submit electronic version of each individual submittal to the Architect in a printable PDF format. Format of PDF sheet should be of the same size as the hard copy submittal.
 - a. Submittals that are larger than 11x17 shall be submitted via one hard copy in addition to the electronic version.
 - b. Door hardware submittals shall be submitted with one hard copy in addition to the electronic version.
2. Contractor will be provided access to the Architect's secured project hosting site via a personalized password protected account. This site utilizes a web browser interface that requires internet access, and an individual email account.
3. Contractor shall be required to complete the Architect's Electronic Project Data Request Form.
4. Contractor will receive the necessary and applicable documentation for the purpose of providing submittals with the project hosting site when the account information is verified and configured by the Architect.
5. Architect will return submittals electronically in PDF format.
6. Contractor shall furnish one hard copy of each individual approved submittal as part of the final Operations and Maintenance Manuals.

- B. Finish Submittals: Items requiring color, pattern, and similar selections shall be of sufficient size and quantity to clearly illustrate full range of color, texture, and pattern for Architects approval. Submit samples for selection of finishes within 60 days after Award of Contract, or earlier if requested at the Preconstruction Conference. Allow 60 days for Architects review of each submittal.

- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. **Architect reserves** the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- D. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

- E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on **Architect's** receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow **15** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. **Architect** will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow **15** days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow **21** days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow **15** days for review of each submittal. Submittal will be returned to **Architect**, before being returned to Contractor.
- F. Identification: Submittal Cover Sheet shall be completed and attached to each individual hard and electronic submittals. Include Contractor's stamp with completed information. Submittals without a cover sheet will not be reviewed and will be returned to the Contractor.
- G. Deviations: **Highlight, encircle**, or otherwise specifically identify deviations from the Contract Documents on submittals.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will **return submittals without review**, received from sources other than Contractor.
1. Transmittal Form: Utilize the FORM PROVIDED IN THE PROJECT MANUAL, and provide the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, **numbered consecutively**.

- k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- 1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES
- A. General: At Contractor's written request, access to copies of Architect's CAD files will only be provided to Prime Contractors solely for the Contractor's use in connection with the Project. Access to these files will be via a web based project site hosted by the Architect, which is subject to the terms and conditions identified in the Architect's "Electronic Project Data Request Form". This form will be provided to all successful Prime Contractors after the award of contract. The files that will be made available and the format in which they will be made available is identified in the form.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- 1. Submit electronic submittals directly to project hosting site specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
- 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
4. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, **unless use of Architect's CAD Drawings are otherwise permitted.**

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.

- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit **three** sets of Samples. Architect will retain **two** Sample sets; remainder will be returned. **Mark up and retain one returned Sample set as a Project Record Sample.**
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least **three** sets of paired units that show approximate limits of variations.

- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space.
 - 3. Location within room or space.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by individual Specification Sections.
 - 1. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 2. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

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- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- J. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- K. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- L. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- M. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and

calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- P. **Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

- Q. **Construction Photographs:** Comply with requirements specified in Division 01 Section "Photographic Documentation."

- R. **Material Safety Data Sheets (MSDSs):** Submit information directly to Owner; do not submit to Architect, **except as required in "Action Submittals" Article.**

1. Architect will not review submittals that include MSDSs and will return or discard the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

- A. **Performance and Design Criteria:** Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

- B. **Delegated Design Submittal:** In addition to Shop Drawings, Product Data, and other required submittals, submit statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONSTRUCTION MANAGERS'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review submittal, make marks to indicate corrections or modifications, if required, and return it. Architect will stamp submittal with an action stamp and will mark stamp appropriately to indicate action taken as indicated on the Submittal Cover Sheet.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

Date: _____ Submission No. _____ No. of Copies _____

TO: R G Architects, LLC
200 West Main Street
Middletown, DE 19709

FROM:

Project Name and No.: _____

Prime Contractor Name/Contract Number: _____

Subcontractor Name/Contract Number: _____

Product Specification Section Name/Number: _____

Drawing Number/Name: _____

Manufacturer: _____ Supplier: _____

NOTE: Use a separate Submittal Cover Sheet for each submittal Drawing or Catalog Cut.

Contractor/Subcontractor Comments: _____

Architect's Comments: _____

Contractor's Stamp:

[Empty box for Contractor's Stamp]

A/E Stamp:

- APPROVED
Indicates submittal in design professional's opinion conforms to information given and design concept expressed in contract documents.
- APPROVED AS NOTED
Same as above after submittal has been modified as noted by design professional. Resubmittal is not required and Contractor may proceed in accordance with submittal as modified.
- NOT APPROVED
Indicates submittal in design professional's opinion does not conform with information given and design concept expressed in contract documents or that submittal does not meet procedural requirements of contract documents. Additional information may be provided by design professional.

R G ARCHITECT, LLC

Date: _____ By: _____

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for testing and inspecting allowances.
 - 2. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 3. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 4. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work

and completed construction comply with requirements. Services do not include contract enforcement activities performed by **General Contractor**.

- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. **Approved mockups establish the standard by which the Work will be judged.**
- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of **five** previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
 2. Description of test and inspection.
 3. Identification of applicable standards.
 4. Identification of test and inspection methods.
 5. Number of tests and inspections required.
 6. Time schedule or time span for tests and inspections.
 7. Entity responsible for performing tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

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- B. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
 - C. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
 - D. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
 - E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
 - F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
 - G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections, and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
 - H. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
 - 1. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to the Architect, , with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect **seven** days in advance of dates and times when mockups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow **seven** days for initial review and each re-review of each mockup.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, **and the Contract Sum will be adjusted by Change Order.**
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least **24** hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Testing Agency Responsibilities:** Cooperate with Architect, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within **30** days of date established for **commencement of the Work**.
 - 1. Distribution: Distribute schedule to Owner, Architect, **Construction Manager**, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.7 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified **testing agency** to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Electric Power Service: Owner will pay electric-power-service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch- (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
 - 3. Drinking water, coffee machine and supplies.
 - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
 - 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

- F. **Ventilation and Humidity Control:** Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- G. **Electric Power Service:** Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- H. **Lighting:** Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

- A. **General:** Comply with the following:
1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. **Traffic Controls:** Comply with requirements of authorities having jurisdiction.
1. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. **Parking:** Provide temporary parking areas for construction personnel.
- D. **Dewatering Facilities and Drains:** Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- E. **Project Signs:** Provide Project signs as indicated. Unauthorized signs are not permitted.
1. **Identification Signs:** Provide Project identification signs as follows:
 - a. Allow for a sign panel 8' wide by 8' high.
 - b. Architects shall provide detailed drawing of sign graphics.
 - c. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated in drawing to be provided by Architect.

- d. Prepare temporary signs to provide directional information to construction personnel and visitors.
 - e. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
 - f. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
- H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- I. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 1. Comply with work restrictions specified in Division 01 Section "Summary."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings.
 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.

4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
 - E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
 - F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
 - G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 - H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
 - I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
 - J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241, manage fire-prevention program.
 1. Prohibit smoking in construction areas.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard, replace, or clean stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use permanent HVAC system to control humidity.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that can not be completely restored to their manufactured moisture level within 48 hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
1. Division 01 Section "Alternates" for products selected under an alternate.
 2. Division 01 Section "References" for applicable industry standards for products specified.
 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 4. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

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

- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis-of-design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 6 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 4. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use facsimile of form provided at end of Section.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

- a. Statement indicating why specified material or product cannot be provided.
- b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
- i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
- j. Cost information, including a proposal of change, if any, in the Contract Sum.
- k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
- b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Delivery and Handling:

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

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

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

6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal or Comparable Product: Where products are specified by name and accompanied by the term "or equal" or "comparable product" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and/or include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00



SUBSTITUTION REQUEST
(After the Bidding Phase)

Project: _____ Substitution Request Number: _____
 To: _____ From: _____
 Re: _____ Date: _____
 _____ A/E Project Number: _____
 _____ Contact For: _____

Specification Title: _____ Description: _____
 Section: _____ Page: _____ Article/Paragraph: _____
 Drawing Number and Title: _____ Details Numbered: _____

Proposed Substitution: _____
 Manufacturer: _____
 Address: _____
 Phone: _____ Fax: _____
 Trade Name: _____ Model No.: _____
 Installer: _____ Phone: _____ Fax: _____
 Address: _____

History: New Product 2-5 years old 5-10 years old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: _____

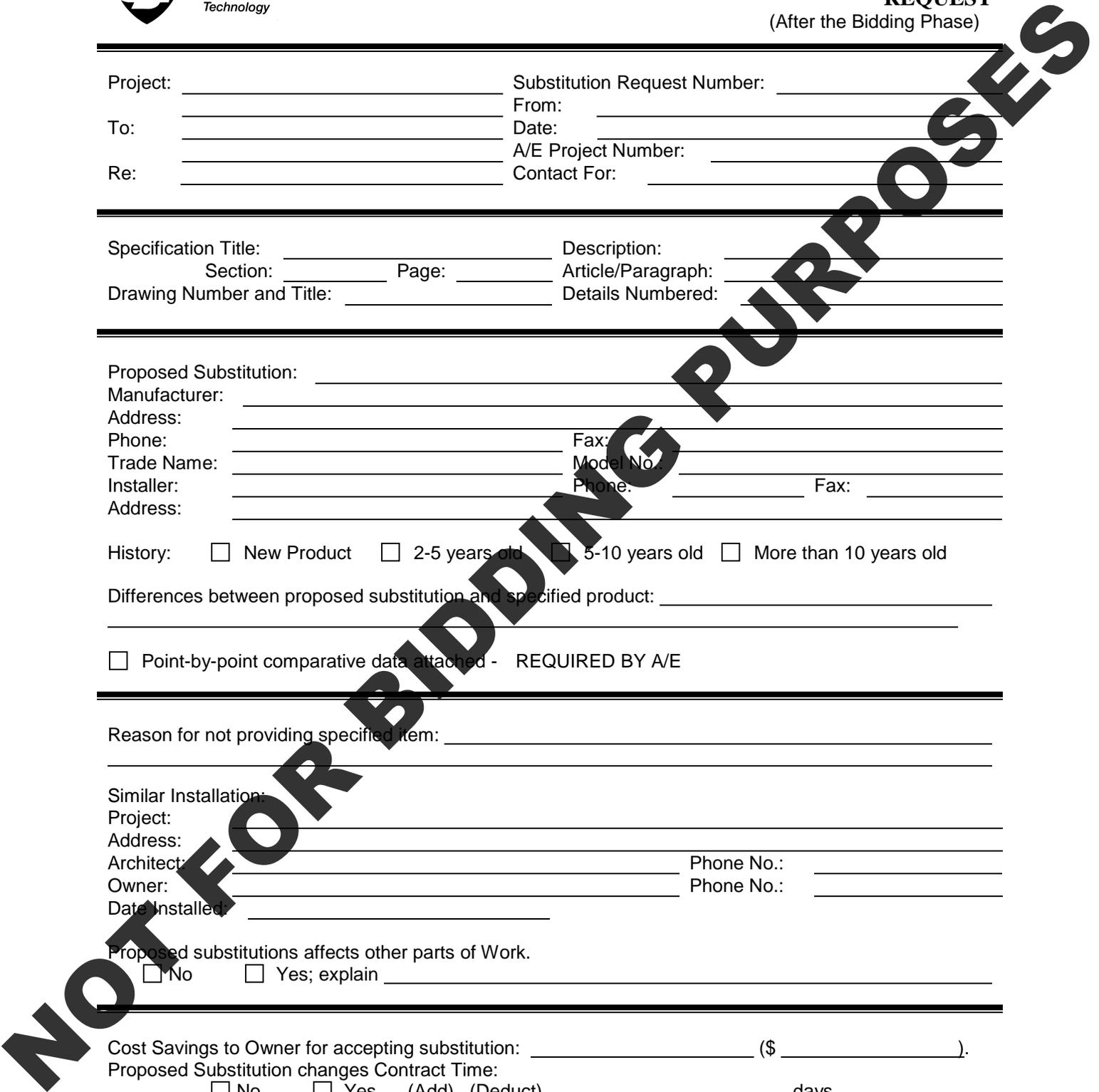
Similar Installation:
 Project: _____
 Address: _____
 Architect: _____ Phone No.: _____
 Owner: _____ Phone No.: _____
 Date Installed: _____

Proposed substitutions affects other parts of Work.
 No Yes; explain _____

Cost Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed Substitution changes Contract Time:
 No Yes (Add) (Deduct) _____ days.

Supporting Data Attached: Drawings Product Data Samples Tests Reports



**SUBSTITUTION
REQUEST
(Continued)**

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

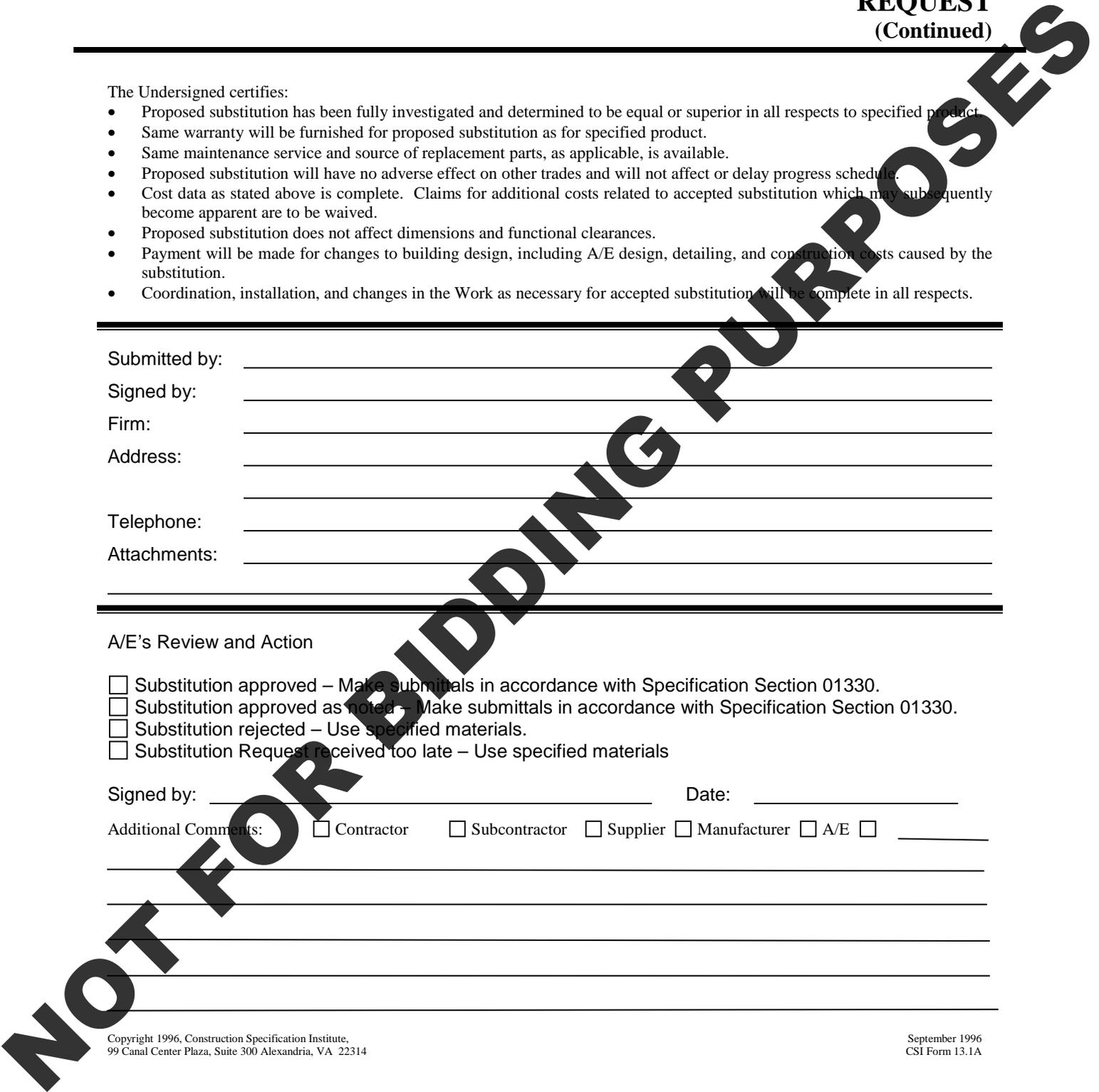
Attachments: _____

A/E's Review and Action

- Substitution approved – Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted – Make submittals in accordance with Specification Section 01330.
- Substitution rejected – Use specified materials.
- Substitution Request received too late – Use specified materials

Signed by: _____ Date: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E _____



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NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

- B. Related Sections include the following:

1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 01 Section "Submittal Procedures" for submitting surveys.
3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions. Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to **Owner** that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a Request for Information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: **Each Contractor** shall clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. **Concealed Spaces:** Remove debris from concealed spaces before enclosing the space.
- F. **Exposed Surfaces in Finished Areas:** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. **Waste Disposal:** Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. **During handling and installation,** clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. **Clean and provide maintenance on completed construction** as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. **Limiting Exposures:** Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.6 **STARTING AND ADJUSTING**
- A. **Start equipment and operating components** to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. **Adjust operating components** for proper operation without binding. Adjust equipment for proper operation.
- C. **Test each piece of equipment** to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. **Manufacturer's Field Service:** If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

- B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 01 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
3. Division 01 Section "Execution" for progress cleaning of Project site.
4. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Reinspection will occur during final inspection.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. **Inspections by the Architect, requested by the Contractor after the second punch list inspection, shall be at the cost of the Contractor. Costs shall be on a time and material basis and back charged to the Contractor's contract with the Owner.**

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. **Cleaning Agents:** Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. **General:** Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. **Cleaning:** Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove snow and ice to provide safe access to building.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Leave Project clean and ready for occupancy.

- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit **one** set(s) of **PDFs from corrected Record CAD Drawings** and **one** set(s) of marked-up Record Prints. Architect will initial and date each **pdf** and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return **pdf** and prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit **one** set(s) of marked-up Record Prints, **one** set(s) of Record Transparencies, Print each Drawing, whether or not changes and additional information were recorded.
 - c. Operation and Maintenance Manuals: Submit Three Sets of bound and organized by division, provided in hard cover three ring binder.
- B. Record Specifications: Submit **one copy** of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit **one copy** of each Product Data submittal.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Changes made by Change Order or Change Directive.
 - f. Changes made following Architect's written orders.
 - g. Details not on the original Contract Drawings.
 - h. Field records for variable and concealed conditions.
 - i. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
 3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect
 - e. Name of Contractor.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, **Record Specifications**, and Record Drawings where applicable.

2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 01 78 39

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SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.
- D. Material test reports.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
 - 1. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class I zinc coated after fabrication and bending.
- B. Galvanized-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from galvanized-steel wire into flat sheets.

- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice.

2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

- 1. Portland Cement: ASTM C 150

- B. Normal-Weight Aggregates: ASTM C 33, graded.

- 1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.

- C. Water: ASTM C 94/C 94M and potable.

2.3 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.

- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

2.4 FIBER REINFORCEMENT

- A. Synthetic Micro-Fiber: Monofilament or fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1 to 2-1/4 inches (25 to 57 mm) long.

2.5 VAPOR RETARDERS

- A. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick.

2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

- D. Water: Potable.

2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.

2.8 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
- D. Proportion normal-weight concrete mixture as follows:
 1. Minimum Compressive Strength: 5000 psi (34.5 MPa) at 28 days.
 2. Slump Limit: 4 inches (100 mm) for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch (25 mm).
 3. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch (38-mm) nominal maximum aggregate size.
 4. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
 5. Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate but not less than 1.5 lb/cu. yd. (0.90 kg/cu. m).

2.9 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M[and ASTM C 1116/C 1116M], and furnish batch ticket information.
 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
- D. Waterstops: Install in construction joints and at other joints indicated according to manufacturer's written instructions.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.7 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 1. Apply a trowel finish to exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 - 2. Finish and measure surface so gap at any point between concrete surface and an unveled, freestanding, 10-ft.- (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed 3/16 inch (4.8 mm).
- C. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3.9 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.10 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 033000

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SECTION 042200 - CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Concrete masonry units.
2. Mortar and grout.
3. Steel reinforcing bars.
4. Masonry joint reinforcement.
5. Ties and anchors.
6. Embedded flashing.
7. Miscellaneous masonry accessories.

B. Related Sections:

1. Division 03 Section "Cast-in-Place Concrete".

1.3 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.4 PERFORMANCE REQUIREMENTS

- A. Provide unit masonry that develops indicated net-area compressive strengths at 28 days.
 1. Determine net-area compressive strength of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.

1.5 SUBMITTALS

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

- C. Shop Drawings: For the following:
1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
 2. Reinforcing Steel: Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement."
- D. Qualification Data: For testing agency.
- E. Material Certificates: For each type and size of the following:
1. Masonry units.
 - a. Include **data on material properties**.
 2. Cementitious materials. Include brand, type, and name of manufacturer.
 3. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
 4. Grout mixes. Include description of type and proportions of ingredients.
 5. Reinforcing bars.
 6. Joint reinforcement.
 7. Anchors, ties, and metal accessories.
- F. Mix Designs: For each type of mortar. Include description of type and proportions of ingredients.
1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
- G. Cold-Weather **and** Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

1.6 QUALITY ASSURANCE

- A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source or from single manufacturer for each product required.
- B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.
- C. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers designed for use with dispensing silos. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.8 PROJECT CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
 - 1. Extend cover a minimum of 24 inches (600 mm) down both sides of walls and hold cover securely in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
 - 2. Protect sills, ledges, and projections from mortar droppings.
 - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
 - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and higher and will remain so until masonry has dried, but not less than 7 days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
 2. Provide **square-edged** units for outside corners unless otherwise indicated.
- B. CMUs: ASTM C 90.
1. Density Classification: **Normal weight**.
 2. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.

2.3 CONCRETE AND MASONRY LINTELS

- A. General: Provide one of the following:
- B. Concrete Lintels: ASTM C 1623, matching CMUs in color, texture, and density classification; and with reinforcing bars indicated. **Provide lintels with net-area compressive strength not less than CMUs.**
- C. Concrete Lintels: Precast or formed-in-place concrete lintels complying with requirements in Division 03 Section "Cast-in-Place Concrete," and with reinforcing bars indicated.
- D. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam CMUs with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured.

2.4 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Aggregate for Mortar: ASTM C 144.
1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
 2. For joints less than 1/4 inch (6 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.
 3. White-Mortar Aggregates: Natural white sand or crushed white stone.
 4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- E. Aggregate for Grout: ASTM C 404.
- F. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
1. Products: Subject to compliance with requirements **available products that may be incorporated into the Work include, but are not limited to, the following:**
 - a. Euclid Chemical Company (The); Accelguard 80.
 - b. Grace Construction Products, W. R. Grace & Co. - Conn.; Morset.
 - c. Sonneborn Products, BASF Aktiengesellschaft; Trimix-NCA.
- G. Water: Potable.

2.5 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).
- B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.
1. Exterior Walls: **Hot-dip galvanized, carbon steel.**
 2. Wire Size for Side Rods: **0.187-inch (4.76-mm)** diameter.
 3. Wire Size for Cross Rods: **0.187-inch (4.76-mm)** diameter.
 4. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
- C. Masonry Joint Reinforcement for Single-Wythe Masonry: Either ladder or truss type with single pair of side rods.

2.6 MISCELLANEOUS ANCHORS

- A. Anchor Bolts **L-shaped** steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153/A 153M, Class C; of dimensions indicated.

2.7 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with **Division 07 Section "Sheet Metal Flashing and Trim"**.

- B. Flexible Flashing: Use **one of** the following unless otherwise indicated:

1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less **0.040 inch (1.02 mm)**.

- a. Products: Subject to compliance with requirements, **available products that may be incorporated into the Work include, but are not limited to, the following:**

- 1) Advanced Building Products Inc.; Peel-N-Seal.
- 2) Carlisle Coatings & Waterproofing; CCW-705-TWF Thru-Wall Flashing.
- 3) Dayton Superior Corporation, Dur-O-Wal Division; Dur-O-Barrier Thru-Wall Flashing.
- 4) Fiberweb, Clark Hammerbeam Corp.; Aquaflash 500.
- 5) Grace Construction Products, W. R. Grace & Co. - Conn.; Perm-A-Barrier Wall Flashing.
- 6) Heckmann Building Products Inc.; No. 82 Rubberized-Asphalt Thru-Wall Flashing.
- 7) Hohmann & Barnard, Inc.; Textroflash.
- 8) W. R. Meadows, Inc.; Air-Shield Thru-Wall Flashing.
- 9) Polyguard Products, Inc.; **[Polyguard 300] [Polyguard 400]**.
- 10) Sandell Manufacturing Co., Inc.; Sando-Seal.
- 11) Williams Products, Inc.; Everlastic MF-40.

- b. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.

2. EPDM Flashing: Sheet flashing product made from ethylene-propylene-diene terpolymer, complying with ASTM D 4637, 0.040 inch (1.0 mm) thick.

- a. Products: Subject to compliance with requirements, **available products that may be incorporated into the Work include, but are not limited to, the following:**

- 1) Carlisle Coatings & Waterproofing; Pre-Kleened EPDM Thru-Wall Flashing.
- 2) Firestone Specialty Products; FlashGuard.
- 3) Heckmann Building Products Inc.; No. 81 EPDM Thru-Wall Flashing.
- 4) Hohmann & Barnard, Inc.; Epra-Max EPDM Thru-Wall Flashing.

5) Sandell Manufacturing Co., Inc.; EPDM Flashing.

- C. Application: Unless otherwise indicated, use the following:
1. Where flashing is indicated to receive counterflashing, use metal flashing.
 2. Where flashing is indicated to be turned down at or beyond the wall face, use metal flashing.
 3. Where flashing is partly exposed and is indicated to terminate at the wall face, use metal flashing **with a drip edge**.
 4. Where flashing is fully concealed, use **metal flashing or flexible flashing**.
- D. Single-Wythe CMU Flashing System: System of CMU cell flashing pans and interlocking CMU web covers made from high-density polyethylene incorporating chemical stabilizers that prevent UV degradation. Cell flashing pans have integral weep spouts that are designed to be built into mortar bed joints and weep collected moisture to the exterior of CMU walls and that extend into the cell to prevent clogging with mortar.
- E. Solder and Sealants for Sheet Metal Flashings: **As specified in Division 07 Section "Sheet Metal Flashing and Trim."**
- F. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.8 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent, of width and thickness indicated; formulated from **neoprene urethane or PVC**.
- B. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- C. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and hold reinforcing bars in center of cells. Units are formed from 0.148-inch (3.77-mm) steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.

2.9 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
1. Do not use calcium chloride in mortar or grout.
 2. Use **portland cement-lime, masonry cement or mortar cement** mortar unless otherwise indicated.
 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
 - 2. Verify that foundations are within tolerances specified.
 - 3. Verify that reinforcing dowels are properly placed.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Build chases and recesses to accommodate items specified in this and other Sections.
- B. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.
- C. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

3.3 TOLERANCES

- A. Dimensions and Locations of Elements:
 - 1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch (12 mm) or minus 1/4 inch (6 mm).
 - 2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch (12 mm).
 - 3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.
- B. Lines and Levels:
 - 1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.

2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch (3 mm).
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch (9 mm) or minus 1/4 inch (6 mm).
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm).

3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in **running bond**; do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than **[2 inches (50 mm)] [4-inches (100-mm)]**. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

- G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below and rod mortar or grout into core.
- H. Fill cores in hollow CMUs with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
 - 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
 - 2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
 - 3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
 - 4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.6 MASONRY JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch (16 mm) on exterior side of walls, 1/2 inch (13 mm) elsewhere. Lap reinforcement a minimum of 6 inches (150 mm).
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at corners by using prefabricated L-shaped units.
- D. Cut and bend reinforcing units as directed by manufacturer for continuity at [corners,] returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.7 CONTROL AND EXPANSION JOINTS

- A. General: Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
- B. Form control joints in concrete masonry **using one of the following methods:**

1. Fit bond-breaker strips into hollow contour in ends of CMUs on one side of control joint. Fill resultant core with grout and rake out joints in exposed faces for application of sealant.
2. Install preformed control-joint gaskets designed to fit standard sash block.
3. Install interlocking units designed for control joints. Install bond-breaker strips at joint. Keep head joints free and clear of mortar or rake out joint for application of sealant.
4. Install temporary foam-plastic filler in head joints and remove filler when unit masonry is complete for application of sealant.

3.8 FLASHING

- A. General: Install embedded flashing in masonry at lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
- B. Install flashing as follows unless otherwise indicated:
 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 2. At lintels, extend flashing a minimum of 6 inches (150 mm) into masonry at each end. At heads and sills, extend flashing 6 inches (150 mm) at ends and turn up not less than 2 inches (50 mm) to form end dams.
 3. Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches (38 mm) or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 07 Section "Joint Sealants" for application indicated.
 4. Install metal drip edges with ribbed sheet metal flashing by interlocking hemmed edges to form hooked seam. Seal seam with elastomeric sealant complying with requirements in Division 07 Section "Joint Sealants" for application indicated.
 5. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch (13 mm) back from outside face of wall and adhere flexible flashing to top of metal drip edge.
- C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.
- D. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.

3.9 PARGING

- A. Parge exterior faces of below-grade masonry walls, where indicated, in 2 uniform coats to a total thickness of 3/4 inch (19 mm). Dampen wall before applying first coat and scarify first coat to ensure full bond to subsequent coat.

- B. Use a steel-trowel finish to produce a smooth, flat, dense surface with a maximum surface variation of 1/8 inch per foot (3 mm per 300 mm). Form a wash at top of parging and a cove at bottom.
- C. Damp-cure parging for at least 24 hours and protect parging until cured.

3.10 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units, install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
 - 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
 - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 5. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

3.11 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042200

SECTION 05 51 33.16
INCLINED METAL LADDERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Aluminum Ships Ladders.

1.2 RELATED SECTIONS

- A. Section 06 10 00 - Rough Carpentry: Roof framing and opening support.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings for Ladders:
 - 1. Plan and section of ladder installation.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store ladder until installation inside under cover. If stored outside, under a tarp or suitable cover.

1.5 WARRANTY

- A. Limited Warranty: One year against defective material and workmanship, covering parts only, no labor or freight. Defective parts, if deemed so by the manufacturer, will be replaced at no charge, freight excluded, upon inspection at manufacturer's plant which warrants same.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Precision Ladders, LLC, which is located at: P. O. Box 2279 ; Morristown, TN 37816-2279; Toll Free Tel: 800-225-7814; Tel: 423-586-2265; Fax: 423-586-2091; Web: www.PrecisionLadders.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.

2.2 ALUMINUM SHIPS LADDER

- A. Aluminum Ships Ladder and Components: Ladder, mounting brackets and handrails on both sides.
 - 1. Model: Model SL Aluminum Ships Ladder as manufactured by Precision Ladders, LLC.
 - 2. Capacity: Unit shall support a 500 lb (227 kg) total load without failure.
 - 3. Ladder Stringer: 5 inch by 2 inch by 3/16 inch (127 mm by 51 mm by 5 mm) extruded 6005-T5 aluminum channel. Pitch: 60 to 75 degrees.
 - 4. Ladder Mounting Brackets:
 - a. Floor Bracket: 2 inch by 3 inch by 1/4 inch (51 mm by 76 mm by 6 mm) aluminum angle.
 - b. Top Bracket: 4-3/4 inch by 5 inch by 1/4 inch (121 mm by 127 mm by 6 mm) aluminum angle.

5. Handrails: 1-1/4 inches (32 mm) Schedule 40, 6005-T5 aluminum pipe provided with internal aluminum fittings.

2.3 FABRICATION

- A. Completely fabricate ladder ready for installation before shipment to the site.
- B. Completely fabricate handrail components ready for field assembly to ladder before shipment to site.

2.4 FINISHES

- A. Mill finish on aluminum components is standard.
- B. Optional finishes are powder coat or clear anodized.

PART 3 EXECUTION

3.1 EXAMINATION

- A. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- B. Examine materials upon arrival at site. Notify the carrier and manufacturer of any damage.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

3.3 PROTECTION

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

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Framing with engineered wood products.
3. Wood blocking and nailers.
4. Wood furring.
5. Plywood backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

1.3 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Fire-retardant-treated wood.
3. Engineered wood products.
4. Shear panels.
5. Power-driven fasteners.
6. Powder-actuated fasteners.
7. Expansion anchors.
8. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
- B. Maximum Moisture Content of Lumber: **19 percent** unless otherwise indicated.
- C. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- B. Application: Treat **items indicated on Drawings, and the following:**
1. Wood sills, sleepers, blocking, **furring, stripping**, and similar concealed members in contact with masonry or concrete.
 2. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 3. Wood framing members that are less than 18 inches (460 mm) above the ground in crawlspaces or unexcavated areas.
 4. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions **Construction, Stud, or No. 3** grade.
1. Application: **Interior partitions not indicated as load-bearing.**
 2. Species:
 - a. Mixed southern pine; SPIB.
 - b. Northern species; NLGA.
 - c. Eastern softwoods; NeLMA.
 - d. Western woods; WCLIB or WWPA.

- B. Framing Other Than Non-Load-Bearing Interior Partitions: **No. 2** grade.

1. Application: Framing other than **interior partitions not indicated as load-bearing**.
2. Species:
 - a. Hem-fir (north); NLGA.
 - b. Southern pine; SPIB.
 - c. Douglas fir-larch; WCLIB or WWPA.
 - d. Spruce-pine-fir; NLGA.
 - e. Douglas fir-south; WWPA.
 - f. Hem-fir; WCLIB or WWPA.
 - g. Douglas fir-larch (north); NLGA.
 - h. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.4 ENGINEERED WOOD PRODUCTS

- A. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559.

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 1. Blocking.
 2. Nailers.
 3. Rooftop equipment bases and support curbs.
 4. Cants.
 5. Furring.
 6. Grounds.
- B. For items of dimension lumber size, provide **Construction or No. 2** grade lumber of any species.

2.6 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: DOC PS 1, **Exterior, AC** in thickness indicated or, if not indicated, not less than 3/4-inch (19-mm) nominal thickness.

2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners **with hot-dip zinc coating complying with ASTM A 153/A 153M**.
- B. Power-Driven Fasteners: NES NER-272.

- C. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

2.8 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, **butyl rubber** or **rubberized-asphalt** compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate **furring**, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- D. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.
- E. Shear Wall Panels: Install shear wall panels to comply with manufacturer's written instructions.
- F. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- G. Do not splice structural members between supports unless otherwise indicated.
- H. Comply with AWPAC M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- I. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- J. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

END OF SECTION 061000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Wall sheathing.
2. Roof sheathing.
3. Sheathing joint and penetration treatment.

B. Related Requirements:

1. Division 06 Section "Miscellaneous Rough Carpentry" for plywood backing panels.
2. Division 07 Section "Weather Barriers" for water-resistive barrier applied over wall sheathing.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Include physical properties of treated materials.
2. For fire-retardant treatments, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5516.
3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For following products, from ICC-ES:

1. Fire-retardant-treated plywood.
2. Foam-plastic sheathing.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory."

2.2 WOOD PANEL PRODUCTS

- A. Emissions: Products shall meet the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Certified Wood: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."
 - 1. Plywood.
- C. Plywood: Either DOC PS 1 or DOC PS 2 unless otherwise indicated.
- D. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
- E. Factory mark panels to indicate compliance with applicable standard.

2.3 FIRE-RETARDANT-TREATED PLYWOOD

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

- B. Fire-Retardant-Treated Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
1. Use treatment that does not promote corrosion of metal fasteners.
 2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
 3. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
 4. Design Value Adjustment Factors: Treated lumber plywood shall be tested according to ASTM D 5516 and design value adjustment factors shall be calculated according to ASTM D 6305. Span ratings after treatment shall be not less than span ratings specified. For roof sheathing and where high-temperature fire-retardant treatment is indicated, span ratings for temperatures up to 170 deg F (76 deg C) shall be not less than span ratings specified.
- C. Kiln-dry material after treatment to a maximum moisture content of 15 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- D. Identify fire-retardant-treated plywood with appropriate classification marking of qualified testing agency.
- E. Application: Treat plywood indicated on Drawings, and the following:
1. Roof and wall sheathing within 48 inches (1220 mm) of fire walls.
 2. Roof sheathing.

2.4 WALL SHEATHING

- A. Glass-Mat Gypsum Wall Sheathing: ASTM C 1177/1177M.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed Corporation; GlasRoc.
 - b. G-P Gypsum Corporation; Dens-Glass Gold.
 - c. United States Gypsum Co.; Securock.
 2. Type and Thickness: 5/8 inch (15.9 mm) thick.
 3. Size: 48 by 96 inches (1219 by 2438 mm) for vertical installation.
- B. Foil-Faced, Polyisocyanurate-Foam Wall Sheathing: ASTM C 1289, Type I or Type II, Class 2, rigid, cellular, polyisocyanurate thermal insulation. Foam-plastic core and facings shall have a flame-spread index of 25 or less when tested individually.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Atlas Roofing Corporation.
- b. Dow Chemical Company (The).
- c. Rmax, Inc.

2. Thickness: [1 inch (25 mm)].

2.5 ROOF SHEATHING

A. Plywood Roof Sheathing: Exposure 1, Structural I sheathing.

1. Span Rating: Not less than 24/0.
2. Nominal Thickness: Not less than 1/2 inch (13 mm).

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

B. Power-Driven Fasteners: NES NER-272.

C. Screws for Fastening Wood Structural Panels to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.

1. For wall and roof sheathing panels, provide screws with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.

D. Screws for Fastening Gypsum Sheathing to Cold-Formed Metal Framing: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing to be attached, with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.

1. For steel framing less than 0.0329 inch (0.835 mm) thick, use screws that comply with ASTM C 1002.
2. For steel framing from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick, use screws that comply with ASTM C 954.

2.7 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIALS

A. Sealant for Glass-Mat Gypsum Sheathing: Silicone emulsion sealant complying with ASTM C 834, compatible with sheathing tape and sheathing and recommended by tape and sheathing manufacturers for use with glass-fiber sheathing tape and for covering exposed fasteners.

1. Sheathing Tape: Self-adhering glass-fiber tape, minimum 2 inches (50 mm) wide, 10 by 10 or 10 by 20 threads/inch (390 by 390 or 390 by 780 threads/m), of type recommended by sheathing and tape manufacturers for use with silicone emulsion sealant in sealing joints in glass-mat gypsum sheathing and with a history of successful in-service use.

- B. Sheathing Tape for Foam-Plastic Sheathing: Pressure-sensitive plastic tape recommended by sheathing manufacturer for sealing joints and penetrations in sheathing.

2.8 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Framing: Formulation complying with ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.
 - 1. Adhesives shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. Adhesives shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
 - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's "International Residential Code for One- and Two-Family Dwellings."
- D. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.

B. Fastening Methods: Fasten panels as indicated below:

1. Wall and Roof Sheathing:

- a. Nail to wood framing. Apply a continuous bead of glue to framing members at edges of wall sheathing panels.
- b. Screw to cold-formed metal framing.
- c. Space panels 1/8 inch (3 mm) apart at edges and ends.

3.3 GYPSUM SHEATHING INSTALLATION

A. Comply with GA-253 and with manufacturer's written instructions.

1. Fasten gypsum sheathing to cold-formed metal framing with screws.
2. Install boards with a 3/8-inch (9.5-mm) gap where non-load-bearing construction abuts structural elements.
3. Install boards with a 1/4-inch (6.4-mm) gap where they abut masonry or similar materials that might retain moisture, to prevent wicking.

B. Apply fasteners so heads bear tightly against face of sheathing, but do not cut into facing.

C. Horizontal Installation: Install sheathing with V-grooved edge down and tongue edge up. Interlock tongue with groove to bring long edges in contact with edges of adjacent boards without forcing. Abut ends of boards over centers of studs, and stagger end joints of adjacent boards not less than one stud spacing. Attach boards at perimeter and within field of board to each steel stud.

1. Space fasteners approximately 8 inches (200 mm) o.c. and set back a minimum of 3/8 inch (9.5 mm) from edges and ends of boards.
2. For sheathing under stucco cladding, boards may be initially tacked in place with screws if overlying self-furring metal lath is screw-attached through sheathing to studs immediately after sheathing is installed.

D. Vertical Installation: Install board vertical edges centered over studs. Abut ends and edges of each board with those of adjacent boards. Attach boards at perimeter and within field of board to each stud.

1. Space fasteners approximately 8 inches (200 mm) o.c. and set back a minimum of 3/8 inch (9.5 mm) from edges and ends of boards.
2. For sheathing under stucco cladding, boards may be initially tacked in place with screws if overlying self-furring metal lath is screw-attached through sheathing to studs immediately after sheathing is installed.

E. Seal sheathing joints according to sheathing manufacturer's written instructions.

1. Apply glass-fiber sheathing tape to glass-mat gypsum sheathing joints and apply and trowel silicone emulsion sealant to embed entire face of tape in sealant. Apply sealant to exposed fasteners with a trowel so fasteners are completely covered. Seal other penetrations and openings.

3.4 FOAM-PLASTIC SHEATHING INSTALLATION

- A. Comply with manufacturer's written instructions.
- B. Foam-Plastic Wall Sheathing: Install vapor-relief strips or equivalent for permitting escape of moisture vapor that otherwise would be trapped in stud cavity behind sheathing.
- C. Apply sheathing tape to joints between foam-plastic sheathing panels and at items penetrating sheathing. Apply at upstanding flashing to overlap both flashing and sheathing.

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SECTION 061753 - SHOP-FABRICATED WOOD TRUSSES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Wood roof trusses.
 2. Wood floor trusses.
 3. Wood girder trusses.
 4. Wood truss bracing.
 5. Metal truss accessories.

1.2 ACTION SUBMITTALS

- A. Product Data: For metal-plate connectors, metal truss accessories, and fasteners.
- B. Shop Drawings: Show fabrication and installation details for trusses.
1. Show location, pitch, span, camber, configuration, and spacing for each type of truss required.
 2. Indicate sizes, stress grades, and species of lumber.
 3. Indicate locations of permanent bracing required to prevent buckling of individual truss members due to design loads.
 4. Indicate locations, sizes, and materials for permanent bracing required to prevent buckling of individual truss members due to design loads.
 5. Indicate type, size, material, finish, design values, orientation, and location of metal connector plates.
 6. Show splice details and bearing details.

1.3 INFORMATIONAL SUBMITTALS

- A. Product certificates.
- B. Evaluation Reports: For the following, from ICC-ES:
1. Metal-plate connectors.
 2. Metal truss accessories.

1.4 QUALITY ASSURANCE

- A. Metal Connector-Plate Manufacturer Qualifications: A manufacturer that is a member of TPI and that complies with quality-control procedures in TPI 1 for manufacture of connector plates.

1. Manufacturer's responsibilities include providing professional engineering services needed to assume engineering responsibility.
 2. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
- B. Fabricator Qualifications: Shop that participates in a recognized quality-assurance program that complies with quality-control procedures in TPI 1 and that involves third-party inspection by an independent testing and inspecting agency acceptable to Architect and authorities having jurisdiction.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store trusses to comply with recommendations in TPI BCSI, "Building Component Safety Information: Guide to Good Practice for Handling, Installing, Restraining, & Bracing Metal Plate Connected Wood Trusses."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Division 01 Section "Quality Requirements," to design metal-plate-connected wood trusses.
- B. Structural Performance: Provide metal-plate-connected wood trusses capable of withstanding design loads within limits and under conditions indicated. Comply with requirements in TPI 1 unless more stringent requirements are specified below.

2.2 DIMENSION LUMBER

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Provide dry lumber with 19 percent maximum moisture content at time of dressing.
- B. Permanent Bracing: Provide wood bracing that complies with requirements for miscellaneous lumber in Division 06 Section "Rough Carpentry."

2.3 METAL CONNECTOR PLATES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Alpine Engineered Products, Inc.; an ITW company.
 2. Cherokee Metal Products, Inc.; Masengill Machinery Company.
 3. CompuTrus, Inc.

4. Eagle Metal Products.
5. Jager Building Systems, Inc.; a Tembec/SGF Rexfor company.
6. MiTek Industries, Inc.; a subsidiary of Berkshire Hathaway Inc.
7. Robbins Engineering, Inc.
8. Truswal Systems Corporation; an ITW company.

B. General: Fabricate connector plates to comply with TPI 1.

C. Hot-Dip Galvanized-Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G60 (Z180) coating designation; and not less than 0.036 inch (0.9 mm) thick.

2.4 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Provide fasteners for use with metal framing anchors that comply with written recommendations of metal framing manufacturer.
2. Where trusses are exposed to weather, in ground contact, made from pressure-preservative treated wood, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Brads, and Staples: ASTM F 1667.

2.5 FABRICATION

A. Assemble truss members in design configuration indicated; use jigs or other means to ensure uniformity and accuracy of assembly with joints closely fitted to comply with tolerances in TPI 1. Position members to produce design camber indicated.

1. Fabricate wood trusses within manufacturing tolerances in TPI 1.

B. Connect truss members by metal connector plates located and securely embedded simultaneously in both sides of wood members by air or hydraulic press.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install wood trusses only after supporting construction is in place and is braced and secured.

B. If trusses are delivered to Project site in more than one piece, assemble trusses before installing.

C. Hoist trusses in place by lifting equipment suited to sizes and types of trusses required, exercising care not to damage truss members or joints by out-of-plane bending or other causes.

D. Install and brace trusses according to TPI recommendations and as indicated.

- E. Anchor trusses securely at bearing points; use metal truss tie-downs or floor truss hangers as applicable. Install fasteners through each fastener hole in metal framing anchors according to manufacturer's fastening schedules and written instructions.
- F. Install and fasten permanent bracing during truss erection and before construction loads are applied. Anchor ends of permanent bracing where terminating at walls or beams.
 - 1. Install bracing to comply with Division 06 Section "Rough Carpentry."
- G. Install wood trusses within installation tolerances in TPI 1.
- H. Do not alter trusses in field. Do not cut, drill, notch, or remove truss members.
- I. Replace wood trusses that are damaged or do not meet requirements.

END OF SECTION 061753

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Perimeter insulation under slabs-on-grade.
2. Cavity-wall insulation.
3. Concealed building insulation.
4. Exposed building insulation.
5. Sound attenuation insulation.

- B. Related Sections include the following:

1. Division 4 Section "Unit Masonry Assemblies" for insulation installed in cavity walls and masonry cells.
2. Division 9 Section "Gypsum Board Assemblies" for installation in metal-framed assemblies of insulation specified by referencing this Section.
3. Division 15 Section "Mechanical Insulation."

1.3 DEFINITIONS

- A. Mineral-Fiber Insulation: Insulation composed of rock-wool fibers, slag-wool fibers, or glass fibers; produced in boards and blanket with latter formed into batts (flat-cut lengths) or rolls.

1.4 PERFORMANCE REQUIREMENTS

- A. Plenum Rating: Provide glass-fiber insulation where indicated in ceiling plenums whose test performance is rated as follows for use in plenums as determined by testing identical products per "Erosion Test" and "Mold Growth and Humidity Test" described in UL 181, or on comparable tests from another standard acceptable to authorities having jurisdiction.

1. Erosion Test Results: Insulation shows no visible evidence of cracking, flaking, peeling, or delamination of interior surface of duct assembly, after testing for 4 hours at 2500-fpm (13-m/s) air velocity.
2. Mold Growth and Humidity Test Results: Insulation shows no evidence of mold growth, delamination, or other deterioration due to the effects of high humidity, after inoculation with Chaetomium globosium on all surfaces and storing for 60 days at 100 percent relative humidity in the dark.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: Full-size units for each type of exposed insulation indicated.

- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for insulation products.
- D. Research/Evaluation Reports: For foam-plastic insulation.

1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of building insulation through one source from a single manufacturer.
- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test response characteristics indicated, as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
 - 1. Surface-Burning Characteristics: ASTM E 84.
 - 2. Fire-Resistance Ratings: ASTM E 119.
 - 3. Combustion Characteristics: ASTM E 136.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 FOAM-PLASTIC BOARD INSULATION

- A. Extruded Polystyrene Board Insulation: ASTM C 578, of type and density indicated below, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively:
 - 1. Manufacturers:
 - a. DiversiFoam Products.
 - b. Dow Chemical Company.
 - c. Owens Corning.
 - d. Pactiv Building Products Division.
 - 2. Type IV, 1.60 lb/cu. ft. (26 kg/cu. m), unless otherwise indicated.

2.3 SLAG-WOOL-FIBER/ROCK-WOOL-FIBER BOARD INSULATION

- A. Manufacturers:

1. Fibrex Insulations Inc.
2. Owens Corning.
3. Thermafiber.

B. Unfaced, Slag-Wool-Fiber/Rock-Wool-Fiber Board Insulation: ASTM C 612, maximum flame-spread and smoke-developed indexes of 15 and 0, respectively; passing ASTM E 136 for combustion characteristics; and of the following nominal density and thermal resistivity:

1. Nominal density of 4 lb/cu. ft. (64 kg/cu. m), Types IA and IB, thermal resistivity of 4 deg F x h x sq. ft./Btu x in. at 75 deg F (27.7 K x m/W at 24 deg C).
2. Fiber Color: Regular color, unless otherwise indicated.

2.4 GLASS-FIBER BLANKET INSULATION

A. Manufacturers:

1. CertainTeed Corporation.
2. Guardian Fiberglass, Inc.
3. Johns Manville.
4. Knauf Fiber Glass.
5. Owens Corning.

B. Unfaced, Glass-Fiber Blanket Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

C. Faced, Glass-Fiber Blanket Insulation: ASTM C 665, Type III (blankets with reflective membrane facing), Class A (membrane-faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier), faced with foil-scrim vapor-retarder membrane on one face.

D. Where glass-fiber blanket insulation is indicated by the following thicknesses, provide blankets in batt or roll form with thermal resistances indicated:

1. 3-1/2 inches (89 mm) thick with a thermal resistance of 11 deg F x h x sq. ft./Btu at 75 deg F (1.9 K x sq. m/W at 24 deg C).
2. 3-5/8 inches (92 mm) thick with a thermal resistance of 11 deg F x h x sq. ft./Btu at 75 deg F (1.9 K x sq. m/W at 24 deg C).
3. 5-1/2 inches (140 mm) thick with a thermal resistance of 21 deg F x h x sq. ft./Btu at 75 deg F (3.7 K x sq. m/W at 24 deg C).
4. 6-1/2 inches (165 mm) thick with a thermal resistance of 19 deg F x h x sq. ft./Btu at 75 deg F (3.3 K x sq. m/W at 24 deg C).
5. 9-1/2 inches (241 mm) thick with a thermal resistance of 30 deg F x h x sq. ft./Btu at 75 deg F (5.2 K x sq. m/W at 24 deg C).

2.5 AUXILIARY INSULATING MATERIALS

A. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by insulation manufacturers for sealing joints and penetrations in vapor-retarder facings.

B. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation securely to substrates indicated without damaging insulation and substrates.

- C. Asphalt Coating for Cellular-Glass Block Insulation: Cutback asphalt or asphalt emulsion of type recommended by manufacturer of cellular-glass block insulation.
- D. Eave Ventilation Troughs: Preformed, rigid fiberboard or plastic sheets designed and sized to fit between roof framing members and to provide cross ventilation between insulated attic spaces and vented eaves.

2.6 INSULATION FASTENERS

- A. Adhesively Attached, Spindle-Type Anchors: Plate welded to projecting spindle; capable of holding insulation of thickness indicated securely in position indicated with self-locking washer in place.
- B. Adhesively Attached, Angle-Shaped, Spindle-Type Anchors: Angle welded to projecting spindle; capable of holding insulation of thickness indicated securely in position indicated with self-locking washer in place.
- C. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick galvanized steel sheet, with beveled edge for increased stiffness, sized as required to hold insulation securely in place, but not less than 1-1/2 inches (38 mm) square or in diameter.
- D. Anchor Adhesive: Product with demonstrated capability to bond insulation anchors securely to substrates indicated without damaging insulation, fasteners, and substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with installer present, for compliance with requirements of Sections in which substrates and related work are specified and for other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of substances harmful to insulation or vapor retarders, including removing projections capable of puncturing vapor retarders or of interfering with insulation attachment.

3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice, rain, and snow.
- C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

- D. Water-Piping Coordination: If water piping is located within insulated exterior walls, coordinate location of piping to ensure that it is placed on warm side of insulation and insulation encapsulates piping.
- E. For preformed insulating units, provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.4 INSTALLATION OF PERIMETER AND UNDER-SLAB INSULATION

- A. On vertical surfaces, set insulation units in adhesive applied according to manufacturer's written instructions. Use adhesive recommended by insulation manufacturer.
 - 1. If not otherwise indicated, extend insulation a minimum of 24 inches (610 mm) below exterior grade line.
- B. On horizontal surfaces, loosely lay insulation units according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units.
- C. Protect top surface of horizontal insulation from damage during concrete work by applying protection course with joints butted.

3.5 INSTALLATION OF CAVITY-WALL INSULATION

- A. On units of foam-plastic board insulation, install pads of adhesive spaced approximately 24 inches (610 mm) o.c. both ways on inside face, and as recommended by manufacturer. Fit courses of insulation between wall ties and other obstructions, with edges butted tightly in both directions. Press units firmly against inside substrates indicated.
 - 1. Supplement adhesive attachment of insulation by securing boards with two-piece wall ties designed for this purpose and specified in Division 4 Section "Unit Masonry Assemblies."
- B. Install units of cellular-glass insulation with closely fitting joints using method indicated:
 - 1. Gob Method: Apply four gobs of adhesive per unit and set units firmly against inside wythe of masonry or other construction as shown. Apply gobs at each corner; spread gobs to form pads 4 inches (101 mm) in diameter by 1/4 inch (6 mm) thick.
 - 2. Serrated-Trowel Method: Apply adhesive to entire surface of each cellular-glass insulation unit with serrated trowel complying with insulation manufacturer's written instructions.
 - 3. Coat edges of insulation units with full bed of adhesive to seal joints between insulation and between insulation and adjoining construction.

3.6 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Seal joints between foam-plastic insulation units by applying adhesive or mastic to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.

- C. Install mineral-fiber insulation in cavities formed by framing members according to the following requirements:
1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 3. Maintain 3-inch (76-mm) clearance of insulation around recessed lighting fixtures.
 4. Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.
 5. For metal-framed wall cavities where cavity heights exceed 96 inches (2438 mm), support unfaced blankets mechanically and support faced blankets by taping stapling flanges to flanges of metal studs.
- D. Install board insulation on concrete substrates by adhesively attached, spindle-type insulation anchors as follows:
1. Fasten insulation anchors to concrete substrates with insulation anchor adhesive according to anchor manufacturer's written instructions. Space anchors according to insulation manufacturer's written instructions for insulation type, thickness, and application indicated.
 2. Apply insulation standoffs to each spindle to create cavity width indicated between concrete substrate and insulation.
 3. After adhesive has dried, install board insulation by pressing insulation into position over spindles and securing it tightly in place with insulation-retaining washers, taking care not to compress insulation below indicated thickness.
 4. Where insulation will not be covered by other building materials, apply capped washers to tips of spindles.
- E. Install board insulation in curtain-wall construction where indicated on Drawings according to curtain-wall manufacturer's written instructions.
1. Retain insulation in place by metal clips and straps or integral pockets within window frames, spaced at intervals recommended in writing by insulation manufacturer to hold insulation securely in place without touching spandrel glass. Maintain cavity width of dimension indicated between insulation and glass.
 2. Install insulation where it contacts perimeter fire-containment system to prevent insulation from bowing under pressure from perimeter fire-containment system.

- F. Place loose-fill insulation into spaces indicated, either by pouring or by machine blowing, to comply with ASTM C 1015. Level horizontal applications to uniform thickness as indicated, lightly settle to uniform density, but do not compact excessively.
 - 1. For cellulosic-fiber loose-fill insulation, comply with the Cellulose Insulation Manufacturers Association's Special Report #3, "Standard Practice for Installing Cellulose Insulation."
- G. Apply self-supported, spray-applied cellulosic insulation according to manufacturer's written instructions. Do not apply insulation until installation of pipes, ducts, conduits, wiring, and electrical outlets in walls is completed and windows, electrical boxes, and other items not indicated to receive insulation are masked. After insulation is applied, make it flush with face of studs by using method recommended by insulation manufacturer.
- H. Stuff glass-fiber loose-fill insulation into miscellaneous voids and cavity spaces where shown. Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).

3.7 INSTALLATION OF INSULATION IN CEILINGS FOR SOUND ATTENUATION

- A. Install 3-inch- (76-mm-) thick, unfaced glass-fiber blanket insulation over suspended ceilings at partitions in a width that extends insulation 48 inches (1219 mm) on either side of partition.

3.8 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07210

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:

1. Asphalt shingles.
2. Felt underlayment.
3. Self-adhering sheet underlayment.
4. Ridge vents.

- B. Related Sections include the following:

1. Division 6 Section 06100 "Rough Carpentry" for roof deck wood structural panels.
2. Division 7 Section 07620 "Sheet Metal Flashing and Trim" for metal roof penetration flashings not part of this Section.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.4 SUBMITTALS

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

- B. Samples for Initial Selection: For each type of asphalt shingle, ridge and hip cap shingles ridge vent and exposed valley lining indicated.

1. Include similar Samples of trim and accessories involving color selection.

- C. Samples for Verification: For the following products, of sizes indicated, to verify color selected.

1. Asphalt Shingle: Full-size asphalt shingle strip.
2. Ridge and Hip Cap Shingles: Full-size ridge and hip cap asphalt shingle.
3. Ridge Vent: 12-inch- (300-mm-) long Sample.

4. Exposed Valley Lining: 12 inches (300 mm) square.
 5. Self-Adhering Underlayment: 12 inches (300 mm) square.
- D. Qualification Data: For Installer, including certificate signed by asphalt shingle manufacturer stating that Installer is approved, authorized, or licensed to install roofing system indicated.
 - E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for asphalt shingles.
 - F. Research/Evaluation Reports: For asphalt shingles.
 - G. Maintenance Data: For asphalt shingles to include in maintenance manuals.
 - H. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual that is approved, authorized, or licensed by asphalt shingle roofing system manufacturer to install roofing system indicated.
- B. Source Limitations: Obtain ridge and hip cap shingles ridge vents felt underlayment and self-adhering sheet underlayment through one source from a single asphalt shingle manufacturer.
- C. Fire-Test-Response Characteristics: Provide asphalt shingle and related roofing materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double-stack rolls.
 1. Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.
- B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit asphalt shingle roofing to be performed according to manufacturer's written instructions and warranty requirements.
1. Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period. Materials failures include manufacturing defects and failure of asphalt shingles to self-seal after a reasonable time.
1. Material Warranty Period: 50 years limited transferable from date of Substantial Completion, prorated, with first 5 years nonprorated.
 2. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 110 mph for 15 years from date of Substantial Completion.
 3. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 10 years from date of Substantial Completion.
 4. Workmanship Warranty Period: 10 years from date of Substantial Completion.
- B. Special Project Warranty: Roofing Installer's warranty, on warranty form at end of this Section, signed by roofing installer, covering Work of this Section, in which roofing installer agrees to repair or replace components of asphalt shingle roofing that fail in materials or workmanship within the following warranty period:
1. Warranty Period: Five years from date of Substantial Completion.

1.9 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Asphalt Shingles: 100 sq. ft (9.3 sq. m) of each type, in unbroken bundles.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 2. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 ASPHALT SHINGLES

- A. Basis of Design:
1. CertainTeed Corporation; Landmark PRO Premium Designer
 - a. Two-piece laminated fiber glass base construction
 - b. Classic shades and dimensional appearance of natural wood or slate
 - c. 250 / 270 lbs. per square (depends on manufacturing location)
 - d. CertainTeed Starter and hip and ridge accessory available
 - e. UL Class A Fire Resistance - UL certified to meet ASTM D3018 Type 1
 - f. ASTM D3161 wind resistance
 - g. ICC-ES-ESR-1389
 2. Color and Blends: As selected by Architect from manufacturer's full range.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.3 UNDERLAYMENT MATERIALS

- A. Felts: ASTM D 226 or ASTM D 4869, Type I, asphalt-saturated organic felts, nonperforated.
- B. Self-Adhering Sheet Underlayment, Granular Surfaced: ASTM D 1970, minimum of 55 mil- (1.4-mm-) thick sheet; glass-fiber-mat-reinforced, SBS-modified asphalt; mineral-granule surfaced; with release paper backing; cold applied.
1. Available Products:
 - a. Atlas Roofing Corporation; StormMaster DG.
 - b. Celotex Corporation; Celo-Guard.
 - c. CertainTeed Corporation; WinterGuard.
 - d. GAF Materials Corporation; Weather Watch.

2.4 RIDGE VENTS

- A. Flexible Ridge Vent: Manufacturer's standard compression-resisting, three-dimensional open-nylon or polyester-mat filter bonded to a nonwoven, nonwicking geotextile fabric cover].

1. Available Products:

- a. Celotex Corporation; Roll Vent.
- b. GAF Materials Corporation; Cobra.
- c. Obdyke, Benjamin Incorporated; Roll Vent.
- d. TAMKO Roofing Products, Inc.; Roll Vent.

2.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized steel wire shingle nails, minimum 0.120-inch (3-mm-) diameter, [barbed] [smooth] shank, sharp-pointed, with a minimum 3/8-inch (9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through OSB or plywood sheathing.
1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized steel wire with low profile capped heads or disc caps, 1-inch (25-mm) minimum diameter.

2.6 METAL FLASHING AND TRIM

- A. Sheet Metal Flashing and Trim: Comply with requirements in Division 7 Section 07620 "Sheet Metal Flashing and Trim."
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item.
1. Apron Flashings: Fabricate with lower flange a minimum of 4 inches (100 mm) over and 4 inches (100 mm) beyond each side of downslope asphalt shingles and 6 inches (150 mm) up the vertical surface.
 2. Step Flashings: Fabricate with a headlap of 2 inches (50 mm) and a minimum extension of 4 inches (100 mm) over the underlying asphalt shingle and up the vertical surface.

3. Open Valley Flashings: Fabricate in lengths not exceeding 10 feet (3 m) with 1-inch- (25-mm-) high inverted-V profile at center of valley and equal flange widths of 12 inches (300 mm).
 4. Drip Edges: Fabricate in lengths not exceeding 10 feet (3 m) with 2-inch (50-mm) roof deck flange and 1-1/2-inch (38-mm) fascia flange with 3/8-inch (9.6-mm) drip at lower edge.
- C. Vent Pipe Flashings: ASTM B 749, Type L51121, at least 1/16 inch (1.6 mm) thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches (100 mm) from pipe onto roof.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings and penetrations through asphalt shingles.
 3. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. Double-Layer Felt Underlayment: Install double layers of felt underlayment on roof deck perpendicular to roof slope in parallel courses. Install a 19-inch- (485-mm-) wide starter course at eaves and completely cover with full-width second course. Install succeeding courses lapping previous courses 19 inches (485 mm) in shingle fashion. Lap ends a minimum of 6 inches (150 mm). Stagger end laps between succeeding courses at least 72 inches (1830 mm). Fasten with felt underlayment nails.
1. Apply a continuous layer of asphalt roofing cement over starter course and on felt underlayment surface to be concealed by succeeding courses as each felt course is installed. Apply over entire roof.
 2. Install felt underlayment on roof sheathing not covered by self-adhering sheet underlayment. Lap edges over self-adhering sheet underlayment not less than 3 inches (75 mm) in direction to shed water.

3. Terminate felt underlayment extended up not less than 4 inches (100 mm) against sidewalls, curbs, chimneys and other roof projections.
- B. Metal-Flashed Open Valley Underlayment: Install two layers of 36-inch- (914-mm-) wide felt underlayment centered in valley. Stagger end laps between layers at least 72 inches (1830 mm). Lap ends of each layer at least 12 inches (300 mm) in direction to shed water, and seal with asphalt roofing cement. Fasten each layer to roof deck with roofing nails.
 1. Lap roof deck felt underlayment over first layer of valley felt underlayment at least 6 inches (150 mm).

3.3 METAL FLASHING INSTALLATION

- A. General: Install metal flashings and other sheet metal to comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."
 1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- B. Apron Flashings: Extend lower flange over and beyond each side of downslope asphalt shingles and up the vertical surface.
- C. Step Flashings: Install with a headlap of 2 inches (50 mm) and extend over the underlying asphalt shingle and up the vertical surface. Fasten to roof deck only.
- D. Open Valley Flashings: Install centrally in valleys, lapping ends at least 8 inches (200 mm) in direction to shed water. Fasten upper end of each length to roof deck beneath overlap.
 1. Adhere 9-inch- (225-mm-) wide strip of self-adhering sheet to metal flanges and to self-adhering sheet underlayment.
- E. Rake Drip Edges: Install rake drip edge flashings over underlayment and fasten to roof deck.
- F. Eave Drip Edges: Install eave drip edge flashings below underlayment and fasten to roof sheathing.
- G. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

3.4 ASPHALT SHINGLE INSTALLATION

- A. Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt

shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with self-sealing strip face up at roof edge.
1. Extend asphalt shingles 1/2 inch (13 mm) over fascia at eaves and rakes.
 2. Install starter strip along rake edge.
- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Fasten asphalt shingle strips with roofing nails located according to manufacturer's written instructions.
1. spots.
 2. When ambient temperature during installation is below 50 deg F (10 deg C), seal asphalt shingles with asphalt roofing cement spots.
- E. Open Valleys: Cut and fit asphalt shingles at open valleys, trimming upper concealed corners of shingle strips. Maintain uniform width of exposed open valley from highest to lowest point.
1. Set valley edge of asphalt shingles in a 3-inch- (75-mm-) wide bed of asphalt roofing cement.
 2. Do not nail asphalt shingles to metal open valley flashings.
- F. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.
- G. Ridge Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.
1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

3.5 ROOFING INSTALLER'S WARRANTY (TO BE COMPLETED BY CONTRACTOR ON COMPANY LETTERHEAD)

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
1. Owner: <Insert name of Owner.>
 2. Address: <Insert address.>
 3. Building Name/Type: <Insert information.>
 4. Address: <Insert address.>

5. Area of Work: <Insert information.>
6. Acceptance Date: <Insert date.>
7. Warranty Period: <Insert time.>
8. Expiration Date: <Insert date.>

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding <00 mph (m/sec);
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner

in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.

5. During Warranty Period, if original use of roof is changed, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this <Insert day> day of <Insert month>, <Insert year>.

1. Authorized Signature: <Insert signature.>
2. Name: <Insert name.>
3. Title: <Insert title.>

END OF SECTION 07311

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SECTION 07 46 10 - CEMENTITIOUS SIDING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Factory-finished fiber cement lap siding, panels, shingle, trim, fascia, moulding and accessories; James Hardie HZ5 Engineered for Climate Siding.

1.2 RELATED SECTIONS

- A. Section 05 - Light Gage Metal Framing: Wall framing and bracing.
- B. Section 06 - Rough Carpentry: Wood framing and bracing.
- C. Section 06 - Rough Carpentry: Sheathing.
- D. Section 07 - Insulation: Exterior wall insulation.

1.3 REFERENCES

- A. ASTM C1186 - Standard Specification for Flat Fiber-Cement Sheets
- B. ASTM D3359 - Standard Test Method for Measuring Adhesion by Tape Test, Tool and Tape.
- C. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 degrees.C.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Provide detailed drawings of atypical non-standard applications of cementitious siding materials which are outside the scope of the standard details and specifications provided by the manufacturer.
- D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finish product specified, two samples, minimum size 4 by 6 inches (100 by 150 mm), representing actual product,

color, and patterns.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum of 2 years experience with installation of similar products.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store siding on edge or lay flat on a smooth level surface. Protect edges and corners from chipping. Store sheets under cover and keep dry prior to installing.
- C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

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

1.8 WARRANTY

- A. Product Warranty: Limited, non-pro-rated product warranty.
 - 1. Lap siding and trim for 30 years.
- B. Finish Warranty: Limited product warranty against manufacturing finish defects.
 - 1. For a period of 15 years from the date of purchase: will not peel; will not crack; and will not chip. Finish warranty includes the coverage for labor and material.
- C. Workmanship Warranty: Application limited warranty for 2 years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: James Hardie Building Products, Inc., which is located at: 26300 La Alameda Suite 400 ; Mission Viejo, CA 92691; Toll Free Tel: 866-274-3464; Tel: 949-367-4980; Fax: 949-367-4981; Email: [request info \(info@jameshardie.com\)](mailto:info@jameshardie.com); Web: www.jameshardiecommercial.com
- B. Requests for approval of equal substitutions will be considered in accordance

with provisions of Section 01 600.

2.2 SIDING

- A. HardiePlank HZ5 lap siding, HardiPanel HZ5 vertical siding, HardieSoffit HZ5 panels and HardieShingle HZ5 siding requirement for Materials:
1. Fiber-cement Siding - complies with ASTM C 1186 Type A Grade II.
 2. Fiber-cement Siding - complies with ASTM E 136 as a noncombustible material.
 3. Fiber-cement Siding - complies with ≈STM E 84 Flame Spread Index = 0, Smoke Developed Index = 5.
 4. CAL-FIRE, Fire Engineering Division Building Materials Listing - Wildland Urban Interface (WUI) Listed Product.
 5. National Evaluation Report No. NER 405 (BOCA, ICBO, SBCCI, IBC, IRC).
 6. City of Los Angeles, Research Report No. 24862.
 7. Miami Dade County, Florida Notice of Acceptance 07-0418.04.
 8. US Department of Housing and Urban Development Materials Release 1263d.
 9. California DSA PA-019.
 10. City of New York M EA 223-93-M.
 11. Florida State Product Approval FL889.
 12. Texas Department of Insurance Product Evaluation EC-23.
- B. Artisan HZ5 lap siding requirement for Materials:
1. Fiber-cement Siding - complies with ASTM C 1186 Type A Grade II.
 2. Fiber-cement Siding - complies with ≈STM E 136 as a noncombustible material.
 3. Fiber-cement Siding - complies with ASTM E 84 Flame Spread Index = 0, Smoke Developed Index = 5.
 4. Warnock Hersey Product Listing.
 5. CAL-FIRE, Fire Engineering Division Building Materials Listing - Wildland Urban Interface (WUI) Listed Product.
 6. Florida State Product Approval FL10477.
 7. Miami Dade County, Florida Notice of Acceptance 08-0514.11.
 8. Texas Department of Insurance Product Evaluation EC-55.
 9. Manufacturer's Technical Data Sheet.
- C. Lap Siding: Artisan HZ5 Lap Siding as manufactured by James Hardie Building Products, Inc.
1. Type: Texture 7-1/4 inches (184 mm) with 6 inches (152 mm) exposure.
- D. Trim:
1. Trim boards and Trim as manufactured by James Hardie Building Products, Inc.
 2. Fascia boards as manufactured by James Hardie Building Products, Inc.

3. Accent trim as manufactured by James Hardie Building Products, Inc.

2.3 FASTENERS

A. Wood Framing Fasteners:

1. Wood Framing: 4d common corrosion resistant nails.
2. Wood Framing: 6d common corrosion resistant nails.
3. Wood Framing: 8d box ring common corrosion resistant nails.
4. Wood Framing: 0.089 inch (2.2 mm) shank by 0.221 inch (5.6 mm) head by 2 inches (51 mm) corrosion resistant siding nails.
5. Wood Framing: 0.093 inch (2.4 mm) shank by 0.222 inch (5.6 mm) head by 2 inches (51 mm) corrosion resistant siding nails.
6. Wood Framing: 0.093 inch (2.4 mm) shank by 0.222 inch (5.6 mm) head by 2-1/2 inches (64 mm) corrosion resistant siding nails.
7. Wood Framing: 0.091 inch (2.3 mm) shank by 0.221 inch (5.6 mm) head by 1-1/2 inches (38 mm) corrosion resistant siding nails.
8. Wood Framing: 0.091 inch (2.3 mm) shank by 0.225 inch (5.7 mm) head by 1-1/2 inches (38 mm) corrosion resistant siding nails.
9. Wood Framing: 0.121 inch (3 mm) shank by 0.371 inch (9.4 mm) head by 1-1/4 inches (32 mm) corrosion resistant roofing nails.
10. Wood Framing: No. 11 gauge 1-1/4 inches (32 mm) corrosion resistant roofing nails.
11. Wood Framing: No. 11 gauge 1-1/2 inches (38 mm) corrosion resistant roofing nails.
12. Wood Framing: No. 11 gauge 1-3/4 inches (44 mm) corrosion resistant roofing nails.

B. Metal Framing:

1. Metal Framing: 1-1/4 inches (32 mm) No. 8-18 by 0.375 inch (9.5 mm) head self-drilling, corrosion resistant S-12 ribbed buglehead screws.
2. Metal Framing: 1-5/8 inches (41 mm) No. 8-18 by 0.323 inch (8.2 mm) head self-drilling, corrosion resistant S-12 ribbed buglehead screws.
3. Metal Framing: 1 inch (25 mm) No. 8-18 by 0.323 inch (8.2 mm) head self-drilling, corrosion resistant ribbed buglehead screws.
4. Metal Framing: 1 inch (25 mm) No. 8-18 by 0.311 inch (7.9 mm) head self-drilling, corrosion resistant S-12 ribbed buglehead screws.
5. Metal Framing: 1.5 inch (38mm) [AGS-100] .100 inches by 25 inches (2540 mm by 635 mm) ET&F Pin or equivalent pneumatic fastener.

2.4 FINISHES

A. Factory Primer: Provide factory applied universal primer.

1. Primer: Factory primed by James Hardie.

B. Factory Finish: Factory Applied Baked on Exterior Finish.

1. Product: ColorPlus Technology by James Hardie.
2. Definition: Factory applied finish; defined as a finish applied in the same facility and company that manufactures the siding substrate.

3. Process:
 - a. Factory applied finish by fiber cement manufacturer in a controlled environment within the fiber cement manufacturer's own facility utilizing a multi-coat, heat cured finish within one manufacturing process.
 - b. Each finish color must have documented color match to delta E of 0.5 or better between product lines, manufacturing lots or production runs as measured by photospectrometer and verified by third party.
 4. Protection: Factory applied finish protection such as plastic laminate that is removed once siding is installed
 5. Accessories: Complete finishing system includes pre-packaged touch-up kit provided by fiber cement manufacturer. Provide quantities as recommended by manufacturer.
- C. Factory Finish Color for Trim and Siding Colors:
1. As selected by Architect from manufacturer's full line of colors

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If framing preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
 - 1..

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.
- C. Install a water-resistive barrier is required in accordance with local building code requirements.
- D. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements.
- E. Install Engineered for Climate™ HardieWrap™ weather barrier in accordance with local building code requirements.
- F. Use HardieWrap™ Seam Tape and joint and laps.
- G. Install HardieWrap™ flashing, and HardieWrap™ Flex Flashing

3.3 INSTALLATION - HARDIEPLANK LAP SIDING

- A. Install materials in strict accordance with manufacturer's installation

instructions.

- B. Starting: Install a minimum 1/4 inch (6 mm) thick lath starter strip at the bottom course of the wall. Apply planks horizontally with minimum 1-1/4 inches (32 mm) wide laps at the top. The bottom edge of the first plank overlaps the starter strip.
- C. Allow minimum vertical clearance between the edge of siding and any other material in strict accordance with the manufacturer's installation instructions.
- D. Align vertical joints of the planks over framing members.
- E. Maintain clearance between siding and adjacent finished grade.
- F. Locate splices at least one stud cavity away from window and door openings.
- G. Wind Resistance: Where a specified level of wind resistance is required Hardieplank lap siding is installed to framing members and secured with fasteners described in Table No. 2 in National Evaluation Service Report No. NER-405.
- H. Locate splices at least 12 inches (305 mm) away from window and door openings.

3.4 INSTALLATION - HARDIETRIM BOARDS

- A. Install materials in strict accordance with manufacturer's installation instructions. Install flashing around all wall openings.
- B. Fasten through trim into structural framing or code complying sheathing. Fasteners must penetrate minimum 3/4 inch (19 mm) or full thickness of sheathing. Additional fasteners may be required to ensure adequate security.
- C. Place fasteners no closer than 3/4 inch (19 mm) and no further than 2 inches (51 mm) from side edge of trim board and no closer than 1 inch (25 mm) from end. Fasten maximum 16 inches (406 mm) on center.
- D. Maintain clearance between trim and adjacent finished grade.
- E. Trim inside corner with a single board trim both side of corner.
- F. Outside Corner Board Attach Trim on both sides of corner with 16 gage corrosion resistant finish nail 1/2 inch (13 mm) from edge spaced 16 inches (406 mm) apart, weather cut each end spaced minimum 12 inches (305 mm) apart.
- G. Allow 1/8 inch gap between trim and siding.
- H. Seal gap with high quality, paint-able caulk.
- I. Shim frieze board as required to align with corner trim..

- J. Fasten through overlapping boards. Do not nail between lap joints.
- K. Overlay siding with single board of outside corner board then align second corner board to outside edge of first corner board. Do not fasten HardieTrim boards to HardieTrim boards.
- L. Shim frieze board as required to align with corner trim.
- M. Install HardieTrim Fascia boards to rafter tails or to sub fascia.

3.5 PROTECTION

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

END OF SECTION

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following sheet metal flashing and trim:

1. Manufactured through-wall flashing.
2. Manufactured reglets.
3. Formed roof drainage system.
4. Formed low-slope roof flashing and trim.
5. Formed wall flashing and trim.
6. Formed aluminum fascia systems.

- B. Related Sections include the following:

1. Division 3 Section "Cast-in-Place Concrete" for installing reglets.
2. Division 4 Section "Unit Masonry Assemblies" for installing through-wall flashing, reglets, and other sheet metal flashing and trim.
3. Division 6 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
4. Division 7 Section "Joint Sealants" for field-applied sheet metal flashing and trim sealants.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.

- B. Fabricate and install roof edge flashing and copings capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:

1. Wind Zone 3: For velocity pressures of 46 to 104 lbf/sq. ft.: 208-lbf/sq. ft. perimeter uplift force, 312-lbf/sq. ft. corner uplift force, and 104-lbf/sq. ft. outward force.

- C. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

- D. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identify material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
 - 4. Details of expansion-joint covers, including showing direction of expansion and contraction.
- C. Samples for Initial Selection: For each type of sheet metal flashing and trim indicated with factory-applied color finishes.
 - 1. Include similar Samples of trim and accessories involving color selection.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 - 1. Sheet Metal Flashing: 12 inches long. Include fasteners, cleats, clips, closures, and other attachments.
 - 2. Trim: 12 inches long. Include fasteners and other exposed accessories.
 - 3. Accessories: Full-size Sample.

1.5 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1.7 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. Aluminum Sheet: ASTM B 209, Alloy 3003, 3004, 3105, or 5005, Temper suitable for forming and structural performance required, but not less than H14, finished as follows:
1. Fluoropolymer 3-Coat System: Manufacturer's standard 3-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight, with a minimum total dry film thickness of 1.5 mil; complying with AAMA 2605.
 - a. Color: As selected by Architect from manufacturer's full range.
- B. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
1. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 40 (Class AZM150 coating designation, Grade 275); structural quality.

2.2 UNDERLAYMENT MATERIALS

- A. Polyethylene Sheet: 6-mil-thick polyethylene sheet complying with ASTM D 4397.
- B. Felts: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
1. Nails for Copper Sheet: Copper or hardware bronze, 0.109 inch minimum and not less than 7/8 inch long, barbed with large head.
 2. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
 3. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
 4. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
- C. Solder for Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.
- D. Solder for Lead-Coated Copper: ASTM B 32, Grade Sn60, 60 percent tin and 40 percent lead.
- E. Solder for Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.
- F. Solder for Zinc-Tin Alloy-Coated Stainless Steel: ASTM B 32, 100 percent tin.

- G. Solder for Zinc: ASTM B 32, 60 percent lead and 40 percent tin with low antimony, as recommended by manufacturer.
- H. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- I. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- J. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
- K. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- L. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
- M. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 1. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
 - 2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.
- F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.

- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than thickness of metal being secured.

2.5 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- (2400-mm-) long, but not exceeding 12 foot (3.6 m) long, sections, under copings, at shelf angles, and where indicated. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches (150 mm) beyond each side of wall openings. Form with 2-inch- (50-mm-) high end dams. Fabricate from the following material:
 - 1. Lead-Coated Copper: 17.2 oz./sq. ft.
 - 2. Stainless Steel: 0.0156 inch thick.

2.6 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the one of following material:
 - 1. Lead-Coated Copper: 17.2 oz./sq. ft.
 - 2. Stainless Steel: 0.0187 inch thick.
 - 3. Aluminum-Zinc Alloy-Coated Steel: 0.0276 inch thick.

- B. Overhead-Piping Safety Pans: Fabricate from the following material:

2.7 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
 - 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
1. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
1. Coat side of uncoated aluminum sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene underlayment.
 3. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.
- E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
1. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
- F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
1. Aluminum: Use aluminum or stainless-steel fasteners.
 2. Stainless Steel: Use stainless-steel fasteners.
- H. Seal joints with elastomeric sealant as required for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.

2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."
- I. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1-1/2 inches except where pretinned surface would show in finished Work.
 1. Do not solder prepainted, metallic-coated steel and aluminum sheet.
 2. Stainless-Steel Soldering: Pretin edges of uncoated sheets to be soldered using solder recommended for stainless steel and phosphoric acid flux. Promptly wash off acid flux residue from metal after soldering.
 3. Do not use open-flame torches for soldering. Heat surfaces to receive solder and flow solder into joints. Fill joints completely. Completely remove flux and spatter from exposed surfaces.
 - J. Aluminum Flashing: Rivet or weld joints in uncoated aluminum where necessary for strength.

3.3 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.

3.4 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.
- B. Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
 1. Interlock exterior bottom edge of coping with continuous cleats anchored to substrate at 16-inch centers.
 2. Anchor interior leg of coping with screw fasteners and washers at 18-inch centers.
- C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with elastomeric sealant.
 1. Secure in a waterproof manner by means of one of the following:
 - a. Snap-in installation and sealant or lead wedges and sealant.
 - b. Interlocking folded seam or blind rivets and sealant.
 - c. Anchor and washer at 36-inch centers.

- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:
1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
 2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

3.5 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Through-Wall Flashing: Installation of through-wall flashing is specified in Division 4 Section "Unit Masonry Assemblies".

3.6 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.7 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07620

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes joint sealants for the applications indicated in the Joint-Sealant Schedule at the end of Part 3, and the following applications:
 - 1. Exterior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Construction joints in cast-in-place concrete.
 - b. Control and expansion joints in unit masonry.
 - c. Joints in dimension stone cladding.
 - d. Joints between metal panels.
 - e. Joints between different materials listed above.
 - f. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
- B. Related Sections include the following:
 - 1. Division 4 Section "Unit Masonry Assemblies" for masonry control and expansion joint fillers and gaskets.
 - 2. Division 8 Section "Glazing" for glazing sealants.
 - 3. Division 9 Section "Gypsum Board Assemblies" for sealing perimeter joints of gypsum board partitions to reduce sound transmission.
 - 4. Division 9 Section "Ceramic Tile" for sealing tile joints.
 - 5. Division 9 Section "Acoustical Panel Ceilings" for sealing edge moldings at perimeters of acoustical ceilings.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

- E. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in “Quality Assurance” Article.
- F. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- G. Field Test Report Log: For each elastomeric sealant application.
- H. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.
- I. Warranties: Special warranties specified in this Section.
- 1.5 QUALITY ASSURANCE
- A. Installer Qualifications: Manufacturer’s authorized installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Product Testing: Obtain test results for “Product Test Reports” Paragraph in “Submittals” Article from a qualified testing agency based on testing current sealant formulations within a 36-month period preceding the commencement of the Work.
1. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
 2. Test elastomeric joint sealants according to SWRI’s Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
 3. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.
- D. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates as follows:
1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 2. Conduct field tests for each application indicated below:
 - a. Each type of elastomeric sealant and joint substrate indicated.
 - b. Each type of nonelastomeric sealant and joint substrate indicated.
 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
- E. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:

1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.

1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
2. When joint substrates are wet or dirty.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

PART 2 - PRODUCTS

2.1 SEALANTS

- A. Type A Sealant:

1. Manufacturers:

- a. Euclid Chemical Company "Eucolastic II – Pourable".
- b. Mameco International "Vulkem 245".
- c. Sika Corp. "Sikaflex 2C-SL".
- d. Sonneborn Building Products "Sonolastic Paving Joint Sealant".
- e. Substitution under provisions of Division 1.

- B. Type B Sealant:

1. Manufacturers:

- a. Euclid Chemical Company "Eucolastic I or II – Gun Grade".
- b. Mameco International "Vulkem 921 or 922".
- c. Pecora Corp. "Dynaflex".
- d. Sika Corp. "Sikaflex 1A or 2C-NS".
- e. Sonneborn Building Products "Sonolastic NP I or NP II".
- f. Tremco "Dymonic or Dymeric".

- g. Substitution under provisions of Division 1.
2. Single or multiple component, non-sag, polyurethane-based sealant conforming to ASTM C 920, Type S or M, Grade NS, Class 25.
- C. Type C Sealant:
1. Manufacturers:
- Adco Seal “No. B-100”.
 - Pecora Corp. “BC-158”.
 - PTI Sealants “No. 707”.
 - Tremco “Butyl Sealant”.
 - Substitution under provisions of Division 1.
2. Butyl rubber-based sealant conforming to ASTM C920, Type S, Grade NS, Class 7.5.
- D. Type D Sealant:
1. Manufacturers:
- Pecora Corp. “AC-20”.
 - Sonneborn Building Products “Sonolac”.
 - Tremco “Acrylic Latex Caulk”.
 - Substitution under provisions of Division 1.
2. Latex acrylic-based sealant conforming to ASTM C834.
- E. Type E Sealant:
1. Manufacturers:
- Dow Corning Corp. “No. 795”.
 - General Electric Co. “Silpruf”.
 - Sonneborn Building Products “Omniseal”.
 - Tremco “Spectrum 1”.
 - Substitution under provisions of Division 1.
2. Low modulus silicone sealant conforming to ASTM C920, Type S, Grade NS, Class 50.
- F. Type F Sealant:
1. Manufacturers:
- Sika Chemical Corp. “51NS”.
 - Substitution under provisions of Division 1.
2. Flexibilized Epoxy Sealant: ASTM D 2240 Shore A hardness, 75 minimum; ASTM D732 shear strength, minimum 800 psi at 14 days; ASTM C82 bond strength, 800 psi minimum.

G. Type G (Acoustical) Sealant:

1. Tape:

a. Manufacturers:

- 1) Norton Co. "Norseal V30 Series".
- 2) Arlon "Series 6A".
- 3) Substitution under provisions of Division 1.

- b. Polyvinyl chloride foam tape with pressure-sensitive adhesive on one side, 3/4-inch wide by the thickness required to accommodate unevenness of substrate and completely fill openings between partition framing and building floors and concrete or masonry walls.

2. Compound:

a. Manufacturers:

- 1) Ohio Sealants "Sound Caulk (solvent type)".
- 2) Pecora Corp. "BA-98".
- 3) Tremco "Acoustical Sealant".
- 4) Substitution under provisions of Division 1.

- b. Permanently resilient type manufactured specifically for acoustical applications.

2.2 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F (minus 32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.3 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 4. Provide flush joint configuration where indicated per Figure 5B in ASTM C 1193.
 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 5C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Installation of Preformed Tapes: Install according to manufacturer's written instructions.
- H. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:
1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
 2. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's written instructions and covering a bonding area of not less than 3/8 inch. Hold edge of sealant bead 1/4 inch (6 mm) inside masking tape.

3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
4. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.

- I. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, producing seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in compliance with sealant manufacturer's written instructions.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed elastomeric sealant joints as follows:
 - a. Perform two (2) tests for the first 1000 feet of joint length for each type of elastomeric sealant and joint substrate.
2. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
3. Inspect tested joints and report on the following:
 - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 - b. Whether sealants filled joint cavities and are free of voids.
 - c. Whether sealant dimensions and configurations comply with specified requirements.
4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

- B. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 SCHEDULE

A. Type A

1. Joint in concrete and tile floors, and paved surfaces subject to foot traffic.

B. Type B

1. Exterior and interior vertical joints in concrete, except as otherwise specified.
2. Exterior joints in masonry.
3. Around metal door, window and louver vents frames penetrating exterior concrete and masonry.
4. Interior vertical joints between steel column and CMU wall.
5. Do not use single-component sealants when excessive movement is expected within the curing time of the sealant.

C. Type C

1. Interior wall penetrations for pipe and conduit that will be concealed by escutcheons and other trim and plate, and for lap joints in sheet metal.

D. Type D

1. Joints, voids and penetrations not otherwise specified for interior surfaces exposed to view and requiring painting.
2. Bedding of fixtures, partitions, equipment and accessories fastened to walls and floors, flanges and escutcheons of items penetrating surfaces in kitchens, dining rooms, toilet rooms, changing rooms, and other areas requiring sanitary conditions to eliminate any open joints between contact surface.

E. Type E

1. Exterior and interior joints in contact with organically-coated aluminum and for non-resident-accessible joints between concrete masonry.

F. Type F

1. Construction joints, window and hollow metal frame perimeters, furnishings and equipment at wall, ceiling, and floor surfaces adjacent to concrete or masonry.

G. Type G

1. Perimeter joints around sound-retardant partitions and electrical boxes and other penetrations in such partitions.

END OF SECTION 07920

NOT FOR BIDDING PURPOSES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Clad wood doors.
- B. Glazing and accessories.

1.2 RELATED SECTIONS

- A. Section 06100 - Rough Carpentry: Framed openings.
- B. Section 06200 - Finish Carpentry: Interior wood casing.
- C. Section 07210 - Building Insulation: Batt insulation at window perimeter.
- D. Section 07460 - Siding and trim.
- E. Section 07620 - Flashing and Sheet Metal: Flashing associated with windows and doors.
- F. Section 07900 - Joint Sealers: Perimeter joint sealant and backer rod.

1.3 REFERENCES

- A. AAMA 2604-05 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
- B. ASTM C 1036-06 - Standard Specification for Flat Glass.
- C. ASTM C 1048-04 - Standard Specification for Heat-Treated Flat Glass--Kind HS, Kind FT Coated and Uncoated Glass.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Certification: Evidence of certification to specified ratings.
- D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver units to project site until ready to install, unless indoor storage area is available.

- B. Store products in manufacturer's unopened packaging until ready for installation.

1.6 WARRANTY

- A. Provide manufacturer's standard warranty for:
1. Wood Members: 10 years.
 2. Aluminum Cladding Structural Performance: Lifetime.
 3. Exterior Aluminum Finish: Thermoset siliconized polyester finish 20 years.
 4. Anodized Aluminum Finish: 5 years.
 5. Insulating Glass: 20 years.
 6. Other Components: 10 years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- 1) Basis-of-Design Product: Eagle Window & Door, E-Series Clad Wood Door, or a comparable product of one of the following:
 - a) Marvin Windows and Doors
 - b) Pella Windows and Doors

2.2 WINDOWS AND DOORS - GENERAL

- A. Windows and Doors: Complying with AAMA/WDMA/CSA 101/LS.2/A440-08; factory assembled and glazed, complete with weatherstripping, operating hardware and specified accessories.
1. Total Jamb Depth: As indicated on Drawings; provide factory installed jamb extensions.
 2. NFRC certified thermal performance.

2.3 CLAD WOOD DOORS

- A. Out-Swinging French Doors:
1. Double Standard Doors: Impact Rated with impact resistant glazing.
 2. Jamb Depth: 4-9/16 inches (115 mm).
 3. Panel Configuration:
 - a. Commercial Panel 6-1/2 inch (165 mm) stile width and 12 inch 305 mm) bottom rail height. MATCH DOORTYPES SHOWN ON DRAWINGS.
 4. Swinging Door Hardware and Weatherstripping:
 - a. Out-swing Door Sill: Low-rise saddle type, extruded aluminum with thermal break.
 - 1) Sill Finish: Bronze anodized.
 - b. Weatherstripping: High performance compression weatherstripping on frame stop.
 - c. Out-swinging Doors: Provide extruded drip cap and flange.
 - d. Locks: No lock, no lock preparation.
 - e. Hinges:
 - 1) Type: Commercial grade hinges.
 - 2) Provide 4 hinges on each leaf up to 96 inches (2440 mm) tall.
 - f. Exposed Hardware Finish:

- 1) Color as selected from manufacturer's standard colors.
- B. Wood Frame and Sash Members: Select kiln dried wood, water and insect repellent and preservative treated in accordance with WDMA I.S.4; wood members not fastened or adhered to cladding.
1. Wood Species: Ponderosa pine.
 2. Interior Finish: Factory applied primer and opaque finish.
 - a. Color as selected from manufacturer's full line.
- C. Aluminum Cladding: Aluminum extrusions, 0.045 inch thick minimum on both frame and sash, one piece in any one length; with mitered corners mechanically fastened with corner locks and stainless steel screws; sash cladding applied by sliding onto wood members, not fastened or adhered to wood.
1. Standard Finish: Factory-applied Thermoset siliconized polyester enamel coating complying with AAMA 2604, warranted for 20 years against cracking, checking, peeling, flaking, blistering and loss of adhesion, for 10 years against chalking in excess of number 8 rating in accordance with ASTM D 4214, and for 10 years against color change of more than 5 Delta E units in accordance with ASTM D 2244.
 2. Frame Color:
 - a. As selected from manufacturer's full line of standard colors.
 3. Sash Color:
 - a. As selected from manufacturer's full line.
 4. Provide matching exterior trim in profiles as indicated on the drawings.

2.4 MATERIALS

- A. Insulated Glazing: Sealed insulating glass; glass of thickness recommended by manufacturer for size and application; rated CBA in accordance with ASTM E 774.
1. All windows, without Decorative glass or between-the-glass blinds, shall be covered with a protective film applied to the interior and exterior lites to protect against damage and aid in final cleaning.
 2. Doors and Sidelights: Both lites fully tempered, complying with ASTM C 1036 quality Q3 and ASTM C 1048, Kind FT.
 3. Windows, Unless Indicated as Impact Resistant: Inboard and outboard lite annealed, complying with ASTM C 1036 quality Q3.
 4. Type: Sun 240 Low SHGC; High Performance Low-E4; Titanium Dioxide and Silicone Dioxide hydrophilic low-emissivity coated with Argon gas blend fill and a translucent protective film.
 - a. Performance at Center of Glass: NFRC validated:
 - 1) Thermal Transmission: U-value of 0.26.
 - 2) Solar Heat Gain Coefficient (SHGC): 0.25.
 - 3) Visible Light Transmittance (Vtc): 40 percent.
 - 4) Ultraviolet Transmittance (Tuv): 16 percent.
 - 5) ISO-CIE Damage Weighted Transmission (300 to 700 nm): 35 percent.
 5. Tint: None.
- B. Muntins: Adhered muntins on interior face, muntin bar spacers in air space and muntin bars adhered to exterior face. Muntin width as follows:
1. 5/8 Inch (16 mm).
 2. 7/8 inch (22 mm).

3. 1-1/8 inch (28.6 mm).
 4. 1-1/2 inch (38 mm).
 5. Mixed as follows _____.
- C. Interior Trim and Casings: Profiles as indicated on the drawings; same species as interior frame and sash; finger jointing is acceptable for opaque finishing.
- D. Metal Trim Accessories: Type and configuration as required to make a complete, weatherproof installation; same finish as exterior frame.

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 in accordance with manufacturer's instructions.
- B. After installation adjust units for proper operation, without binding, sticking, or racking.

3.4 PROTECTION

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

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1) Double-Hung windows.

1.2 SYSTEM DESCRIPTION

- A. Basis of Design
 - 1. Manufacturer: Andersen Windows
 - 2. Product: 400 Series Tilt-wash Double-hung
- B. Design and Performance Requirements:
 - 1. Window units shall be designed to comply with ANSI / AAMA / NWWDA 101 / I.S.2-97 and 101 / I.S. 2/ NAFS-02
 - a. Double Hung: (H-LC40 rating up to CN 3036, CN 4026) (H-LC30 Rating up to CN4036)
 - b. Picture: (F-C40 rating up to CN 6878)
 - 2. Air leakage shall not exceed the following when tested at 1.57 according to ASTM E 283: ≤ 0.30 cfm per square foot of frame.
 - 3. No water penetration shall occur when units are tested at the following pressure according to ASTM E 547: (H-LC40 - 6.0) (H-LC30 - 4.5) (F-C40-6.0) (TR-C40-6.0) psf.
 - 4. Window assembly shall withstand the following positive or negative uniform static air pressure difference without damage when tested according to ASTM E 330: (H-LC40 - 60) (H-LC30 - 45) (F-C40-60) (TR-C40-60) psf.

1.3 SUBMITTALS

- A. Shop Drawings: Submit shop drawings under provisions of Section 01 33 23.
- B. Product Data: Submit catalog data under provisions of Section 01 33 23.
- C. Samples:
 - 1. Submit corner section under provisions of Section 01 33 23.
 - 2. Include glazing system, quality of construction, and specified finish.
- D. Quality Control Submittals: Certificates: Submit manufacture's certifications indicating compliance with specified performance and design requirements under provisions of Section 01 33 23.

1.4 QUALITY ASSURANCE

- A. Pre-installation training meeting and periodic inspection of product and installation method during course of construction. Product walk-through check at project completion and product warranty and service information provided to facilities staff.
- B. Installer Qualifications: Utilize an installer having demonstrated experience on projects of similar size and complexity.

C. Certifications:

- 1. Insulating Glass Units: Provide insulating glass units permanently marked with certification label of Insulating Glass Certification Council (IGCC) indicating compliance with ASTM E2190.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. General: Comply with Division 01 Product Requirements Section.
- B. Comply with manufacturer’s ordering instructions and lead time requirements to avoid construction delays.
- C. Delivery: Deliver materials in manufacturer’s original unopened, undamaged containers with identification labels intact.
- D. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
- E. Store materials and accessories off ground, under cover, and protected from weather and construction activities.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimension of openings by field measurement before fabrication. Record measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.
- B. Install units in strict accordance with manufacturer’s safety and weather recommendations.

1.7 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project Warranty provisions.
- B. Manufacturer’s Warranty: Submit for Owner’s acceptance, manufacturer’s standard limited warranty document. Manufacturer’s limited warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.

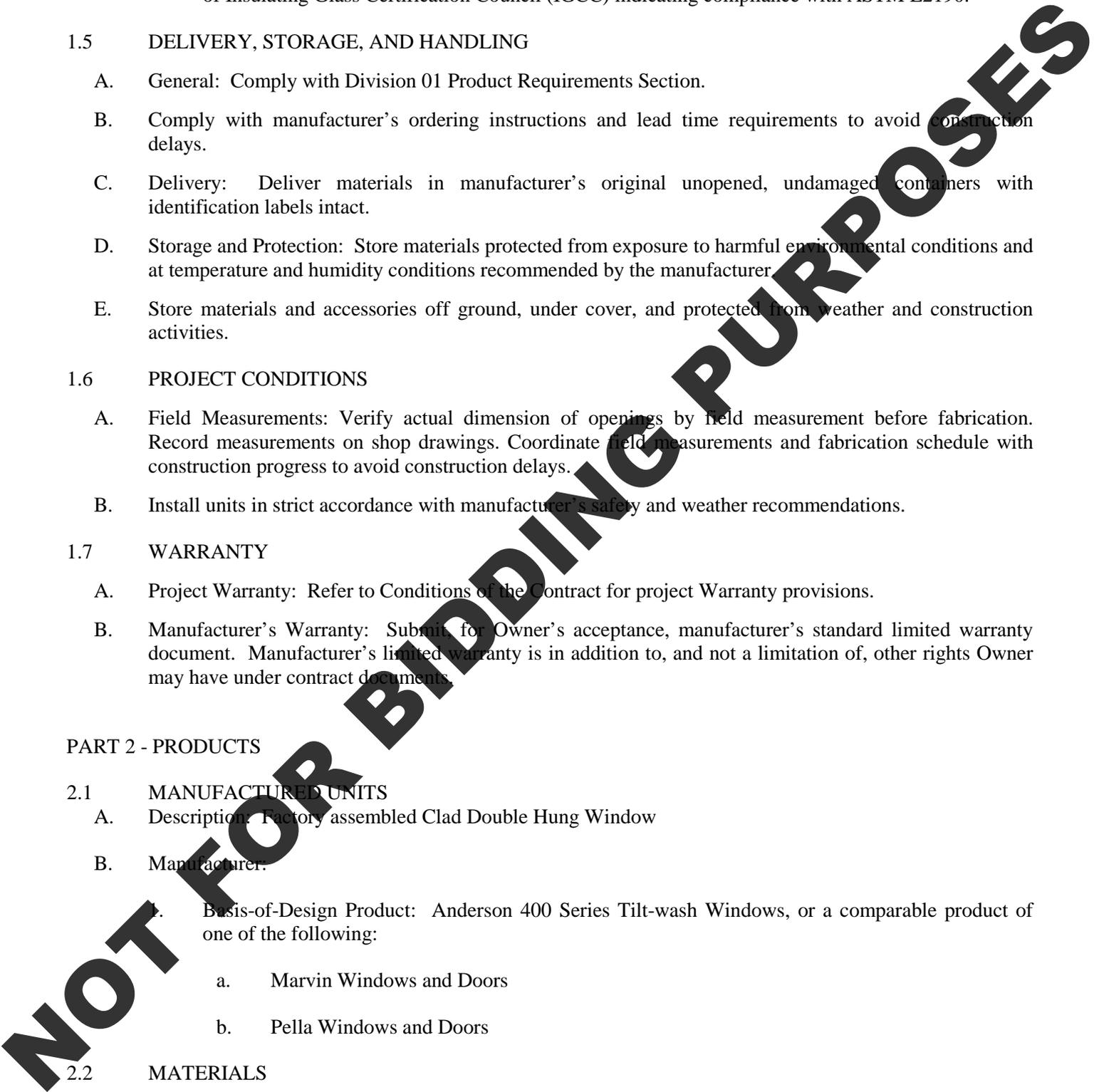
PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

- A. Description: Factory assembled Clad Double Hung Window
- B. Manufacturer:
 - 1. Basis-of-Design Product: Anderson 400 Series Tilt-wash Windows, or a comparable product of one of the following:
 - a. Marvin Windows and Doors
 - b. Pella Windows and Doors

2.2 MATERIALS

- A. Frame and Sash Members: Fabricated from wood species approved in ANSI/AAMA/NWWDA 101/I.S.2.



- B. Head and Jamb Outer Frame Members: Vinyl wrapped wood (PVC) complying with the requirements of ASTM D4216.
 - 1) Color: Selected from manufacturer's standard color options.
- C. Sill Members - Tilt-Wash and Double-Hung Picture Windows: Fibrex® material sill cover over wood species approved in ANSI/AAMA/NWDA 101/I.S.2.
- D. Sash Members: Double-Hung Tilt-Wash units to be constructed from treated wood conforming to WDMA Industry Standard I.S.4.
 - 1) Exterior Sash Surfaces: Electrostatically painted with a 1.5 mil primer and a 1.5 mil Flexacron® finish in the following color:
 - a. Color: Selected from manufacturer's standard color options.
 - 1) Interior Sash Surfaces: Provide interior sash surfaces in the following finish:
 - b. Prefinished white.
- E. Weatherstripping:
 - 1) Tilt-Wash Double-Hung Weatherstripping:
 - b. Head and Sill Weatherstripping: Vinyl covered foam gasket located in top and bottom rails.
 - c. Check Rail Weatherstripping: Compressible bulb.
 - d. Side Jamb Weatherstripping: Polypropylene leaf.
- F. Head, Jamb, and Sill Members: 1-piece frame and sash members constructed of extruded Fibrex® material.

2.3 GLAZING

- A. General: Insulating glass units certified through the Insulating Glass Certification Council as conforming to the requirements of IGCC. Provide dual sealed units consisting of polyisobutylene primary seal and silicone secondary seal. Provide metal spacers with bent or soldered corners.
- B. High-Performance™ Low-E4™ Glass Argon Blend Filled Insulating Glass Units:
 - 1) Glass – Operating Units: Insulating glass units consisting of an outboard lite of clear annealed glass conforming to ASTM C1036, Type 1, Class 1, q3 and an inboard lite of clear heat strengthened glass conforming to ASTM C1048, Type 1, Class 1, q3, Kind HS.
 - 2) Glass – Operating Units: Tempered insulating glass units consisting of an outboard and inboard lite of clear tempered glass conforming to ASTM C1048, Type 1, Class 1, q3, Kind FT.
 - 3) Glass - Fixed Units: Tempered insulating glass units consisting of an outboard and inboard lite of clear tempered glass conforming to ASTM C1048, Type 1, Class 1, q3, Kind FT.
 - 4) Magnetron sputtering vapor deposition (MSVD) TiO2 coating applied to the No. 1 surface.
 - 5) High-Performance™ Low-E4™ Coating: Magnetron sputtering vapor deposition (MSVD) Low-E coating applied to the No. 2 surface.
 - 6) Filling: Fill space between glass lites with argon gas blend.
 - 7) Protective removable polyolefin film applied to glass surfaces No. 1 and No. 4.

2.4 VENTILATING HARDWARE

- A. Double-Hung Window Hardware:
 - 1) Sash Locks and Keepers: Provide 1 sash lock and keeper on standard product.
 - b. Classic Series™ Hardware Locks: Injection molded, glass reinforced polyester sash locks in the following integral color.
 - 1) Color: Stone.

- 2) Sash Lift: Provide 1 hand lift per window unit.
- 3) Hand Lift: Classic Series™ hardware, zinc die cast with baked powder coated finish on chromate protective coating in the following color:
 - c. Color: Stone.
 - 1) Balances: Fit top and bottom sash with concealed sash mounted balances consisting of spring power with block and tackle. Design balances to ensure easy operation of double-hung units
 - 2) Balance Shoes: Provide 4 balance pivots for each window unit. Design balance shoe to lock sash when sash has been tilted in for cleaning. Design balance shoe to release after sash is returned to vertical position.
 - 3) Sash Pivot: Provide 4 balance pivots. Mount 1 sash pivot at lower corners of both sashes. Sash pivot is retained in balance shoe assembly until sash retainer spring is depressed, allowing sash to be removed.
 - 4) Wash Assists: Provide 2 wash assists mounted in center pocket of side jamb liners.

2.5 INSECT SCREENS

- A. Insect Screens: Provide venting sash with an insect screen, including attachment hardware.
 - 1) Frames: Full height 0.024 inch (0.61 mm) rolled aluminum frame with chromate conversion coating. Provide matching corner locks and latch retainers.
 - b. Insect Screen Cloth: 18 by 16 aluminum mesh, gunmetal finish.
 - c. Frame Finish: High-bake polyester finish in the following color:
 - 1) Color: Selected from manufacturer's standard color options.

2.6 ACCESSORIES

- A. Grilles:
 1. Full Divided Light Grilles: Fixed exterior and interior grilles with an anodized aluminum muntin bar, 1/2 inch (12.7 mm) wide, to match spacer within insulated glass unit where indicated on Drawings.
 - a. Exterior Grille: Provide Fibrex® material exterior grilles where indicated on Drawings. Install grilles on exterior of glass with adhesive tape to simulate true divided light muntin bars in the following color:
 - 1) Color: Selected from manufacturer's standard color options.
 - b. Interior grille: Provide profiled wood grilles applied with adhesive tape to interior glass surface.
 - 1) Grille Type: Prefinished white Maple.
 - c. Width: 3/4 inch (19.1 mm).
 - d. Pattern as indicated on Drawings.

2.7 FABRICATION

- A. Preservative Treatment: Treat wood sash and frame members after machining with a water repellent preservative in accordance with WDMA I.S.4.
- B. Head and Jamb Outer Frame Units: Vinyl wrapped wood over bonded to wood interior frame. Seal corners with silicone. Provide vinyl corner flashing.
- C. Sills: Fabricate sills to comply with the following:
 1. Tilt-Wash and Picture units (Fibrex® material) laminated to wood sub-sill core with PVC end caps. Bond outer frame members and sill cover to wood base frame with adhesive.
- D. Jamb Liners:

1. Head Jamb Liners: 0.045 inch (1.14 mm) thick, rigid vinyl head jamb liner extrusion secured with screws.
 2. Side Jamb Liners: 0.060 inch (1.52 mm) thick, compressible rigid vinyl side jamb liner extrusion secured in pocket of side jamb assembly.
- E. Sash: Treat sash members with preservative, water repellent, conductive solution in accordance with WDMA I.S.4.
1. Double-Hung Sash:
 - a. Stabilizer Coating: Apply minimum 1.5 mil dry thickness primer to surfaces to be finish coated.
 - b. Finish Coating: Apply minimum 1.5 mil dry thickness Flexacron® finish coat over stabilized exterior surfaces.
 - c. Glazing: Factory glazed with high quality glazing sealant and snap-in rigid vinyl glazing bead.
- F. Glazing: Factory glazed with high quality glazing sealant and snap-in rigid vinyl glazing bead.

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with the instructions and recommendations of the window manufacturer.

3.2 EXAMINATION

- A. Site Verification of Conditions: Verify that site conditions are acceptable for installation of units, including the following:
1. Concrete surfaces are dry and free of excess mortar, rocks, sand, and other construction debris.
 2. Rough openings are square and dimensions are correct.
 3. Sill plates are level.
 4. Wood frame walls are dry, clean, sound, and well nailed or glued, free of voids and without offsets at joints.
 5. Nail heads are driven flush with surfaces in openings and within 3 inches (75 mm) of rough opening.
- B. Do not proceed with installation of units until unacceptable conditions are corrected.

3.3 INSTALLATION

- A. General:
1. Remove unit components, parts, accessories, and installation guides from carton.
 2. Inspect unit components and verify that components are not damaged and that parts are included before disposing of carton.
 3. Shop-assemble multiple units before installation in accordance with manufacturer's installation guides.
 4. guides.
- B. Interface With Other Work:
1. Perform installation in accordance with Manufacturer's instructions.
 2. Install units level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
 3. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

- 4. Install insulation in shim space around unit perimeter to maintain continuity of building insulation. Do not overfill.
 - 5. Hold back exterior siding or other finish materials from edge of unit to allow for expansion and contraction and installation of proper joint sealant with backing materials. Seal perimeter of unit after exterior finish is applied per requirements of Division 07 "Joint Sealants" Section.
 - 6. Finish interior units per requirements specified in related sections. Refer to, and comply with, additional requirements in manufacturer's installation guides.
 - 7. Install optional hardware and unit accessories after cleaning.
- C. Site Tolerances:
- 1. Adjust operation, insect screens, hardware, and accessories for a tight fit at contact points and weatherstripping for smooth operation and weathertight closure.

3.4 CLEANING

- A. Clean units using cleaning material and methods specifically recommended by window manufacturer.
- B. Remove excess sealants, glazing materials, dirt, and other substances.
- C. Avoid damaging protective coatings and finishes.
- D. Protect unit surfaces from masonry cleaning solution that could damage insulation glass panels or hardware.
- E. Remove debris from work site and properly dispose of debris.

SPECIFIER NOTE: SPECIFY PROVISIONS FOR PROTECTING WORK AFTER INSTALLATION BUT PRIOR TO ACCEPTANCE BY THE OWNER. COORDINATE ARTICLE BELOW WITH DIVISION 01 EXECUTION REQUIREMENTS SECTION.

3.5 PROTECTION

- A. Protect installed work from damage due to subsequent construction activity on the site.

END OF SECTION

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SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.
2. Exterior gypsum board for ceilings and soffits.
3. Tile backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

2.2 INTERIOR GYPSUM BOARD

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

1. American Gypsum.
2. CertainTeed Corp.
3. Georgia-Pacific Gypsum LLC.
4. Lafarge North America Inc.
5. National Gypsum Company.
6. PABCO Gypsum.
7. Temple-Inland.
8. USG Corporation.

- B. Gypsum Wallboard: ASTM C 1396/C 1396M.

- C. Gypsum Board, Type X: ASTM C 1396/C 1396M.

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.

- D. Moisture- and Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.
1. Core: 5/8 inch (15.9 mm), Type X.
 2. Long Edges: Tapered.
 3. Mold Resistance: ASTM D 3273, score of 10.

2.3 EXTERIOR GYPSUM BOARD FOR CEILINGS AND SOFFITS

- A. Exterior Gypsum Soffit Board: ASTM C 1396/C 1396M, with manufacturer's standard edges.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Gypsum.
 - b. CertainTeed Corp.
 - c. Georgia-Pacific Gypsum LLC.
 - d. Lafarge North America Inc.
 - e. National Gypsum Company.
 - f. PABCO Gypsum.
 - g. Temple-Inland.
 - h. USG Corporation.
 2. Core: 5/8 inch (15.9 mm), Type X.

2.4 TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A118.9 and ASTM C 1288 or 1325, with manufacturer's standard edges.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed Corp.; FiberCement BackerBoard.
 - b. James Hardie Building Products, Inc.; Hardiebacker.
 - c. National Gypsum Company, Permabase Cement Board.
 - d. USG Corporation; DUROCK Cement Board.
 2. Thickness: 5/8 inch (15.9 mm).
 3. Mold Resistance: ASTM D 3273, score of 10.

2.5 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.

- B. Exterior Trim: ASTM C 1047.
 - 1. Material: Hot-dip galvanized steel sheet, plastic, or rolled zinc.
- C. Aluminum Trim: ASTM B 221 (ASTM B 221M), Alloy 6063-T5.

2.6 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
 - 2. Exterior Gypsum Soffit Board: Paper.
 - 3. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

2.7 AUXILIARY MATERIALS

- A. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
- C. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing).
- D. Thermal Insulation: As specified in Division 07 Section "Thermal Insulation."
- E. Vapor Retarder: As specified in Division 07 Section "Thermal Insulation."

PART 3 - EXECUTION

3.1 APPLYING AND FINISHING PANELS

- A. Comply with ASTM C 840.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- D. Install trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

1. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- E. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- G. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 2. Level 2: Panels that are substrate for tile.
 3. Level 3: Where indicated on Drawings.
 4. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in other Division 09 Sections.
- H. Protect adjacent surfaces from drywall compound and texture finishes and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- I. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 092900

SECTION 095123 - ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes acoustical tiles and concealed suspension systems for ceilings.

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Evaluation reports.
- C. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to NVLAP.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Comply with ASTM E 1264 for **Class A** materials.

2.2 ACOUSTICAL TILE CEILINGS, GENERAL

- A. Acoustical Tile Standard: Comply with ASTM E 1264.

- B. Metal Suspension System Standard: Comply with ASTM C 635.
- C. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

2.3 ACOUSTICAL TILES

- A. Manufacturers: Subject to compliance with requirements, **provide products by one of the following:**
- B. Acoustical Tile (Type ACT-1): High Acoustics, Fine Fissured, #1729, ASTM E1264, Type III, Form 2, conforming to the following:
 - 1. Surface Texture: Medium
 - 2. Composition: Mineral Fiber
 - 3. Color: As chosen by architect from manufacturers full range of color options.
 - 4. Size: 24in by 24in by 5/8in or as indicated on Drawings.
 - 5. Edge Profile: Square Lay-In for interface with Prelude ML 15/16" Exposed Tee.
 - 6. Noise Reduction Coefficient (NRC): ASTM C 423; Classified with UL label on product carton, 0.55.
 - 7. Ceiling Attenuation Class (CAC): ASTM C 1414, Classified with UL label on product carton, 35
 - 8. Articulation Class (AC): ASTM E 1111; Classified with UL label on product carton N/A.
 - 9. Flame Spread: ASTM E 1264; Class A (UL)
 - 10. Light Reflectance (LR): ASTM E 1477; White Panel: Light Reflectance: 0.85.
 - 11. Dimensional Stability: HumiGuard Plus - temperatures up to 120 degrees F and high humidity excluding only exterior use, use over standing water, and direct contact with moisture .
 - 12. Mold/Mildew Inhibitor: The front and back of the product have been treated with BioBlock, a paint that contains a special biocide that inhibits or retards the growth of mold or mildew. ASTM D 3273.
- C. Acoustical Tile (Type ACT-2, In "Kitchenette"): Ceramaguard (unperforated), Design #605 conforming to the following:
 - 1. Surface Texture: Medium
 - 2. Fire Hazard Classification: Fire-resistive.
 - 3. Composition: Ceramic and mineral fiber composite.
 - 4. Size: 24-inches by 48-inches by 5/8-inch or 2 feet by 2 feet as indicated on drawings.
 - 5. Edge Profile: Square Lay-In for interface with Prelude ML 15/16-inch Exposed Tee.
 - 6. Noise Reduction Coefficient (NRC): Minimum 0.10.
 - 7. Ceiling Attenuation Class (CAC): Minimum 40
 - 8. Light Reflectance (LR): Minimum 0.88.
 - 9. Dimensional Stability: HumiGuard Max.
 - 10. Surface Finish: Scrubbable factory-applied plastic finish.
 - 11. Dimensional Stability: HumiGuard Plus - temperatures up to 120 degrees F and high humidity excluding only exterior use, use over standing water, and direct contact with moisture.

12. Mold/Mildew Inhibitor: The front and back of the product shall be treated with BioBlock, a paint that contains a special biocide that inhibits or retards the growth of mold or mildew, ASTM D 3273.

2.4 METAL SUSPENSION SYSTEM

A. ACT-1:

1. Product: Prelude ML 15/16-inch Exposed Tee.
 - a. Components: All main beams and cross tees shall be commercial quality hot-dipped galvanized steel as per ASTM A 653. Main beams and cross tees are double-web steel construction with type exposed flange design. Exposed surfaces chemically cleansed, capping pre-finished galvanized steel in baked polyester paint. Main beams and cross tees shall have rotary stitching.
 - b. Structural Classification: ASTM C 635 Intermediate Duty.
 - c. Color: Match the actual color of the selected ceiling tile, unless noted otherwise.
 - d. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung unless otherwise indicated.
 - e. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft temper, pre-stretched, with a yield stress load of at least three times design load, but not less than 12 gauge.
 - f. Edge Moldings and Trim: Metal or extruded aluminum of types and profiles indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations, including light fixtures, that fit type of edge detail and suspension system indicated. Provide moldings with exposed flange of the same width as exposed runner.
2. Hold Down Clips: Provide at all rooms in inmate areas. Provide one on each side of ceiling tile to prevent unauthorized access to above ceiling spaces. Owner will designate one tile that will be accessible.

B. ACT-2:

1. Product: AL Prelude Plus - All Aluminum
 - a. Components: All main beams and cross tees shall be commercial quality aluminum as per ASTM A 653. Main beams and cross tees are double-web construction with type exposed flange design. Exposed surfaces chemically cleansed, capping pre-finished aluminum in baked polyester paint.
 - b. High Humidity Finish: Comply with ASTM C 635 requirements for Coating Classification for Severe Environment Performance where high humidity finishes are indicated.
 - c. Structural Classification: ASTM C 635 duty class.
 - d. Color: White aluminum
 - e. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung unless otherwise indicated.
 - f. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft temper, pre-stretched, with a yield stress load of at least three times design load, but not less than 12 gauge.

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Vinyl composition floor tile.

1.2 SUBMITTALS

- A. Samples: Full-size units of each color and pattern of floor tile required.
- B. Maintenance data.

1.3 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer in spaces to receive floor tile.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer.
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 SOLID VINYL TILE

- A. Products: Subject to compliance with requirements, provide the following:
 1. Centiva: Event Plank
 2. Approved equal.
- B. Thickness: 0.120 inch (3 mm).
- C. Size: 6 by 36 inches.
- D. Colors and Patterns: WP 3550-E Smoked Oak.
- E. Surface Texture: RU

2.2 VINYL COMPOSITION FLOOR TILE

- A. Products: Subject to compliance with requirements, provide the following:
 - 1. Armstrong Commercial: Imperial Texture Standard Excelon
 - 2. Approved equal.
- B. Thickness: 0.125 inch (3.2 mm).
- C. Size: 12 by 12 inches (305 by 305 mm).
- D. Colors and Patterns: As selected by Architect from full range of industry colors.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit floor tile and substrate conditions indicated.
- C. Floor Polish: Provide protective liquid floor polish products as recommended by manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
 - 4. Moisture Testing: Perform tests recommended by floor covering manufacturer. Proceed with installation only after substrates pass testing.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until they are same temperature as space where they are to be installed.
 - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.

- E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.2 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 - 1. Lay tiles square with room axis.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
 - 1. Lay tiles with grain running in one direction.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.
- G. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.3 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of floor tile.
- B. Floor Polish: Remove soil, visible adhesive, and surface blemishes from floor tile surfaces before applying liquid floor polish.
 - 1. Apply three coat(s).
- C. Cover floor tile until Substantial Completion.

END OF SECTION 096519

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SECTION 096813 - TILE CARPETING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes modular carpet tile.

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

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

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.
- B. Fire-Test-Response Characteristics: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104.

1.7 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.

1.8 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 2. Failures include, but are not limited to, more than 10 percent edge raveling, snags, runs, dimensional stability, excess static discharge, loss of face fiber, and delamination.
 3. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 WALK-OFF CARPET

- A. Products: Subject to compliance with basis of design product:
1. Tandus; Abrasive Action II 02578
 - a. Color: Charcoal
 2. Approved equal.

2.2 CARPET TILE

- A. Products: Subject to compliance with basis of design product:
1. Tandus; River's Edge 03936
 - a. Color: Goldcrest
 2. Approved equal.

2.3 INSTALLATION ACCESSORIES

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

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710, as well as Manufacturer Requirements and Testing Recommendations.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
- D. Preparation: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- E. Installation: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.
- F. Installation Method: As recommended in writing by carpet tile manufacturer.
- G. Maintain dye lot integrity. Do not mix dye lots in same area.
- H. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- I. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- J. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- K. Install pattern parallel to walls and borders.
- L. Perform the following operations immediately after installing carpet tile:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- M. Protect installed carpet tile to comply with CRI 104, Section 16, "Protecting Indoor Installations."

END OF SECTION 096813

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
1. Plastic trim fabrications.
 2. Exterior gypsum board.

1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- E. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and each color and gloss of topcoat.
- C. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide product listed in other Part 2 articles for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- D. Colors: As selected by Architect from manufacturer's full range.

2.3 PRIMERS/SEALERS

- A. Primer, Alkali Resistant, Water Based:
 - 1. Sherwin-Williams Adhesion Primer.

2.4 WATER-BASED PAINTS

- A. Latex, Exterior Semi-Gloss (Gloss Level 5):
 - 1. Sherwin-Williams Emerald Exterior Latex Paint.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099113

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates.

1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and in each color and gloss of topcoat.
- C. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Sherwin-Williams Company (The).
 2. Duron, Inc.
 3. M.A.B. Paints.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: Match Architect's Sample

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent.
 2. Masonry (Clay and CMU): 12 percent.
 3. Wood: 15 percent.
 4. Gypsum Board: 12 percent.
 5. Plaster: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

- A. Wood – new
 - Primer: MAB Rich Lux Latex Sealer Undercoater
 - 1st coat: MAB Rich Lux Low Lustre Latex Enamel
 - 2nd coat: MAB Rich Lux Low Lustre Latex Enamel
- B. Concrete – new
 - Primer: MAB Rich Lux Latex Sealer Undercoater
 - 1st coat: MAB Rich Lux Low Lustre Latex Enamel
 - 2nd coat: MAB Rich Lux Low Lustre Latex Enamel
- C. Drywall and Plaster – new

Primer: MAB Rich Lux Latex Sealer Undercoater
1st coat: MAB Rich Lux Low Lustre Latex Enamel
2nd coat: MAB Rich Lux Low Lustre Latex Enamel

D. Ferrous Metal – new

Primer: MAB Rust-O-Lastic HydroPrime
1st coat: MAB Rust-O-Lastic DTM Low Sheen
2nd coat: MAB Rust-O-Lastic DTM Low Sheen

E. Galvanized Metal – new

Primer: MAB Rust-O-Lastic HydroPrime
1st coat: MAB Rust-O-Lastic DTM Low Sheen
2nd coat: MAB Rust-O-Lastic DTM Low Sheen

END OF SECTION 099123

NOT FOR BIDDING PURPOSES

SECTION 104413 - FIRE EXTINGUISHER CABINETS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes fire protection cabinets for fire extinguishers.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For fire protection cabinets. Include plans, elevations, sections, details, and attachments to other work.
- C. Maintenance data.

1.3 QUALITY ASSURANCE

- A. Fire-Rated, Fire Protection Cabinets: Listed and labeled to comply with requirements in ASTM E 814 for fire-resistance rating of walls where they are installed.
- B. Coordinate size of fire protection cabinets to ensure that type and capacity of fire extinguishers indicated are accommodated.
- C. Coordinate sizes and locations of fire protection cabinets with wall depths.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B.
- B. Transparent Acrylic Sheet: ASTM D 4802, Category A-1 (cell-cast sheet), 3 mm thick, with Finish 1 (smooth or polished).
- C. Acrylic Bubble: One piece.

2.2 FIRE PROTECTION CABINET >

- A. Cabinet Type: Suitable for fire extinguisher.
 - 1. Products: Subject to compliance with requirements, provide the following:

- a. Larsen's Manufacturing Company; 2409-6R.
- B. Cabinet Construction: Nonrated.
- C. Cabinet Material: Steel sheet.
- D. Semirecessed Cabinet: Cabinet box partially recessed in walls of sufficient depth to suit style of trim indicated; with one-piece combination trim and perimeter door frame overlapping surrounding wall surface with exposed trim face and wall return at outer edge (backend). Provide where walls are of insufficient depth for recessed cabinets but are of sufficient depth to accommodate semirecessed cabinet installation.
1. Rolled-Edge Trim: 2-1/2-inch (64-mm).
- E. Surface-Mounted Cabinet: Cabinet box fully exposed and mounted directly on wall with no trim. Provide where walls are of insufficient depth for semirecessed cabinet installation.
- F. Cabinet Trim Material: Steel sheet.
- G. Door Material: Steel sheet.
- H. Door Style: Fully glazed, frameless, backless, acrylic panel with frame.
- I. Door Glazing: Acrylic sheet.
1. Acrylic Sheet Color: Clear transparent acrylic sheet.
- J. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated.
- K. Accessories:
1. Mounting Bracket: Manufacturer's standard steel, designed to secure fire extinguisher to fire protection cabinet, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.
 2. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as directed by Architect.
 - a. Identify fire extinguisher in fire protection cabinet with the words "FIRE EXTINGUISHER."
- L. Finishes:
1. Steel: Baked enamel or powder coat.
 - a. Color and Gloss: As selected by Architect from manufacturer's full range.

2.3 FABRICATION

- A. Fire Protection Cabinets: Provide manufacturer's standard box (tub), with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated. Miter and weld joints and grind smooth.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Examine walls and partitions for suitable framing depth and blocking where semirecessed cabinets will be installed and prepare recesses as required by type and size of cabinet and trim style.
- B. Install fire protection cabinets in locations and at mounting heights indicated or, if not indicated, at heights acceptable to authorities having jurisdiction.
- C. Fire Protection Cabinets: Fasten cabinets to structure, square and plumb.
- D. Adjust fire protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.
- E. Replace fire protection cabinets that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 104413

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SECTION 104416 - FIRE EXTINGUISHERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes portable, hand-carried fire extinguishers.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Operation and maintenance data.
- C. Warranty: Sample of special warranty.

1.3 QUALITY ASSURANCE

- A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
- B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.
- C. Coordinate type and capacity of fire extinguishers with fire protection cabinets to ensure fit and function.

1.4 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Failure of hydrostatic test according to NFPA 10.
 - b. Faulty operation of valves or release levers.
 - 2. Warranty Period: Six years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

- A. Fire Extinguishers: Type, size, and capacity for each fire protection cabinet and mounting bracket indicated.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. J. L. Industries, Inc.; a division of Activar Construction Products Group.
 - b. Kidde Residential and Commercial Division; Subsidiary of Kidde plc.
 - c. Larsen's Manufacturing Company.
 - d. Moon-American.
 - e. Pem All Fire Extinguisher Corp.; a division of PEM Systems, Inc.
 - f. Potter Roemer LLC.
 - g. Pyro-Chem; Tyco Safety Products.
 2. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B.
- B. Multipurpose Dry-Chemical Type: UL-rated 10 lb nominal capacity, with monoammonium phosphate-based dry chemical in manufacturer's standard enameled container.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Examine fire extinguishers for proper charging and tagging.
1. Remove and replace damaged, defective, or undercharged fire extinguishers.
- B. Install fire extinguishers in locations indicated and in compliance with requirements of authorities having jurisdiction.

END OF SECTION 104416

SECTION 22 00 00- PLUMBING DESIGN/BUILD PERFORMANCE SPECIFICATIONS

PART 1 - GENERAL

1.1 CODES AND STANDARDS

- A. 2009 International Plumbing Code
- B. 2009 International Energy Conservation Code
- C. 2009 International Fuel Gas Code.
- D. NFPA, National Fire Protection Association Standards
- E. NEC, National Electric Code

1.2 PERFORMANCE REQUIREMENTS

- A. The Contractor shall have plans designed, signed and sealed by a Professional Engineer licensed and authorized to perform engineering in the State of Delaware.
- B. The Contractor shall secure and pay for all required permits associated with their work
- C. Sanitary and vent systems shall consist of Schedule 40 PVC piping. Vent penetrations through the roof shall be located on the Southeast roof.
- D. All domestic water piping shall be Type L copper. All piping shall be run parallel to building lines. Insulate piping per the 2009 IECC.
- E. Domestic hot water shall be provided by a natural gas fired water heater with a minimum of 82% efficiency. The equipment shall be Energy Star rated. Provide required piping from the facility propane distribution system.
- F. Contractor shall provide a water filtration and water softening system sized for the full flow capacity of the facility.
- G. All lavatories shall be wall hung and all water closets shall be tank type. Fixtures shall be ADA compliant and accessible.
- H. Provide a high/low combination drinking fountain. Fixtures shall be ADA compliant and accessible.
- I. Provide and install an ADA accessible shower in the Staff Shower
- J. A mop sink shall be provided in the Utility Room. Provide stainless steel wall guard, mop hanger, stainless steel bumper guard and exposed yoke, wall mounted utility faucet.

- K. Provide floor drains in the following rooms: Bathrooms, Staff Shower, Utility Room, Equipment & Tool Shop and Wet Lab. Floor drains shall be provided with automatic trap primers.
- L. Provide frost-proof wall hydrants adjacent to the outdoor condensing units and at the Outdoor Interpretive patio area.
- M. Provide cold water and sanitary/vent rough-in for a cold water supply and floor sink to be located in the fish tank cabinets adjacent to the Meeting Room.
- N. Provide a domestic well water bladder tank and all required controls for the well pump.
- O. All work shall be coordinated with other trades and shall be installed in a neat workmanlike manner.
- P. Provide electronic and (3) hard copies of As-Built drawings, Operation and Maintenance manuals.
- Q. Provide (4) hours of on-site Owner training.
- R. All work shall be guaranteed (parts & labor) for a period of (2) years.

PART 2 - PRODUCTS- NOT USED

PART 3- EXECUTION- NOT USED

END OF SECTION 22 0000

SECTION 22 05 00-COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.

B. The requirements of this Section shall apply to all sections of Division 22.

1.2 Definitions:

- A. 1. Exposed: Piping and equipment exposed to view in finished rooms.

- B. 2. Option or optional: Contractor's choice of an alternate material or method.

1.3 QUALITY ASSURANCE

A. PRODUCTS CRITERIA

1. Standard Products: Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products for at least 3 years. However, digital electronics devices, software and systems such as controls, instruments, computer work station, shall be the current generation of technology and basic design that has a proven satisfactory service record of at least three years.
2. Equipment Service: There shall be permanent service organizations, authorized and trained by manufacturers of the equipment supplied, located within 100 miles of the project.
3. All items furnished shall be free from defects that would adversely affect the performance, maintainability and appearance of individual components and overall assembly.
4. The products and execution of work specified in Division 22 shall conform to the referenced codes and standards as required by the specifications. Local codes and amendments enforced by the local code official shall be enforced, if required by local authorities such as the natural gas supplier. If the local codes are more stringent, then

the local code shall apply. Any conflicts shall be brought to the attention of the Engineer.

5. Multiple Units: When two or more units of materials or equipment of the same type or class are required, these units shall be products of one manufacturer.
 6. Assembled Units: Manufacturers of equipment assemblies, which use components made by others, assume complete responsibility for the final assembled product.
 7. Nameplates: Nameplate bearing manufacturer's name or identifiable trademark shall be securely affixed in a conspicuous place on equipment, or name or trademark cast integrally with equipment, stamped or otherwise permanently marked on each item of equipment.
- B. Manufacturer's Recommendations: Where installation procedures or any part thereof are required to be in accordance with the recommendations of the manufacturer of the material being installed, copies of these recommendations shall be furnished to the Engineer prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.
- C. Execution (Installation, Construction) Quality:
1. All items shall be applied and installed in accordance with manufacturer's written instructions. Conflicts between the manufacturer's instructions and the contract drawings and specifications shall be referred to the Engineer for resolution. Written hard copies or computer files of manufacturer's installation instructions shall be provided to the Engineer at least two weeks prior to commencing installation of any item.
 2. Complete layout drawings shall be required. Construction work shall not start on any system until the layout drawings have been approved.

1.4 SUBMITTALS

- A. Submittals shall be submitted in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, and SAMPLES.

- B. Information and material submitted under this section shall be marked "SUBMITTED UNDER SECTION 22 05 11, COMMON WORK RESULTS FOR PLUMBING", with applicable paragraph identification.
- C. Contractor shall make all necessary field measurements and investigations to assure that the equipment and assemblies will meet contract requirements.
- D. If equipment is submitted which differs in arrangement from that shown, provide drawings that show the rearrangement of all associated systems. Approval will be given only if all features of the equipment and associated systems, including accessibility, are equivalent to that required by the contract.
- E. Prior to submitting shop drawings for approval, contractor shall certify in writing that manufacturers of all major items of equipment have each reviewed drawings and specifications, and have jointly coordinated and properly integrated their equipment and controls to provide a complete and efficient installation.
- F. Manufacturer's Literature and Data: Manufacturer's literature shall be submitted under the pertinent section rather than under this section.
1. Electric motor data and variable speed drive data shall be submitted with the driven equipment.
 2. Equipment and materials identification.
 3. Fire stopping materials.
 4. Hangers, inserts, supports and bracing. Provide load calculations for variable spring and constant support hangers.
 5. Wall, floor and ceiling plates.
- G. Coordination Drawings: Complete consolidated and coordinated layout drawings shall be submitted for all new systems, and for existing systems that are in the same areas. The drawings shall include plan views, elevations and sections of all systems and shall be on a scale of not less than 1:32 (3/8-inch equal to one foot). Clearly identify and dimension the proposed locations of the principal items of equipment. The drawings shall clearly show the proposed location and adequate clearance for all equipment, piping, pumps, valves and other items. All valves, trap primer valves, water hammer arrestors, strainers, and equipment requiring service shall be provided with an access door sized for the complete removal of plumbing device, component, or equipment. Equipment foundations shall not be installed until equipment or piping

until layout drawings have been approved. Detailed layout drawings shall be provided for all piping systems. In addition, details of the following shall be provided.

1. Mechanical equipment rooms.
 2. Hangers, inserts, supports, and bracing.
 3. Pipe sleeves.
 4. Equipment penetrations of floors, walls, ceilings, or roofs.
- I. Maintenance Data and Operating Instructions:
1. Maintenance and operating manuals in accordance with Section 01 00 00 GENERAL REQUIREMENTS, Article, INSTRUCTIONS, for systems and equipment.
 2. Listing of recommended replacement parts for keeping in stock supply, including sources of supply, for equipment shall be provided.
 3. The listing shall include belts for equipment: Belt manufacturer, model number, size and style, and distinguished whether of multiple belt sets.

1.5 DELIVERY, STORAGE AND HANDLING

A. Protection of Equipment:

1. Equipment and material placed on the job site shall remain in the custody of the Contractor until phased acceptance, whether or not the Owner has reimbursed the Contractor for the equipment and material. The Contractor is solely responsible for the protection of such equipment and material against any damage.
2. Damaged equipment shall be replaced with an identical unit. Such replacement shall be at no additional cost to the Owner.
3. Interiors of new equipment and piping systems shall be protected against entry of foreign matter.

B. Cleanliness of Piping and Equipment Systems:

1. Care shall be exercised in the storage and handling of equipment and piping material to be incorporated in the work. Debris arising from cutting, threading and welding of piping shall be removed.
2. Piping systems shall be flushed, blown or pigged as necessary to deliver clean systems.
3. The interior of all tanks shall be cleaned prior to delivery and beneficial use by the Owner. All piping shall be tested in accordance with the specifications and

the International Plumbing Code (IPC), 2009. All filters, strainers, fixture faucets shall be flushed of debris prior to final acceptance.

4. Contractor shall be fully responsible for all costs, damage, and delay arising from failure to provide clean systems.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Hangers and Supports for Plumbing Piping Equipment:

1. Structural Performance: Hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
 - a. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
 - b. Design seismic-restraint hangers and supports for piping and equipment and obtain approval from authorities having jurisdiction.

2.2 SLEEVES AND SLEEVE SEALS

- #### A. Galvanized-Steel-Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, with plain ends.

2.3 GROUT

- #### A. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
1. Characteristics: Nonshrink; recommended for interior and exterior applications.
 2. Design Mix: 5000-psi, 28-day compressive strength.
 3. Packaging: Premixed and factory packaged.

2.4 ESCUTCHEONS AND FLOOR PLATES

- #### A. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with chrome-plated finish and spring-clip fasteners.
- #### B. One-Piece, Stamped-Steel Type: With chrome-plated finish and spring-clip fasteners.

2.5 HANGERS AND SUPPORTS FOR PLUMBING PIPING EQUIPMENT

A. Copper Pipe Hangers:

1. Description: MSS SP-58, Types 1 through 58, copper-coated-steel, factory-fabricated components.
2. Hanger Rods: Continuous-thread rod, nuts, and washer made of copper-coated steel.
3. Fasteners: Wood Screws or Lag Bolts

2.6 EQUIPMENT AND MATERIALS IDENTIFICATION

- A. Use symbols, nomenclature and equipment numbers specified, shown on the drawings, or shown in the maintenance manuals.
- B. Equipment: Engraved nameplates, with letters not less than 3/16 inch, rigid black plastic with white letters shall be permanently fastened to the equipment. Unit components such as water heaters, tanks, filters, etc. shall be identified.
- C. Exterior (Outdoor) Equipment: Brass nameplates, with engraved black filled letters, not less than 3/16 inch high riveted or bolted to the equipment.
- D. Control Items: All temperature, pressure, and controllers shall be labeled and the component's function identified. Identify and label each item as they appear on the control diagrams.
- E. Valve Tags and Lists:
1. Plumbing: All valves shall be provided with valve tags and listed on a valve list (Fixture stops not included).
 2. Valve tags: Engraved black filled numbers and letters not less than 1/2 inch high for number designation, and not less than 1/4 inch for service designation on 19 gage, 38 mm 1 1/2 inches round brass disc, attached with brass "S" hook or brass chain.
 3. Valve lists: Valve lists shall be created and printed on plastic coated cards. The plastic coated valve list card(s), shall show valve tag number, valve function and area of control for each service or system. The valve list shall be in a punched 3 ring binder notebook. A copy of the valve list shall be mounted in picture frames for mounting to a wall in the utility room.
- F. A detailed plan for each floor of the building indicating the location and valve number for each valve shall be provided. Each valve location shall be identified with a color coded sticker or thumb tack in ceiling.

PART 3 - EXECUTION

3.1 GENERAL PIPING INSTALLATIONS

- A. Install piping free of sags and bends.
- B. Install fittings for changes in direction and branch connections.

C. Sleeves:

1. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.
2. Install sleeves for pipes passing through interior partitions.
3. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in Section 078446 "Penetration Firestopping."

D. Escutcheons and Floor Plates:

1. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.
2. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.
3. Install floor plates for piping penetrations of equipment-room floors.
4. Install floor plates with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

3.2 HANGERS AND SUPPORTS

- A. Comply with MSS SP-69 and MSS SP-89. Install building attachments within concrete or to structural steel.
- B. Install hangers and supports to allow controlled thermal and seismic movement of piping systems.
- C. Load Distribution: Install hangers and supports so piping live and dead loading and stresses from movement will not be transmitted to connected equipment.
- D. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
 1. Pipe Hangers (MSS Type 5): For suspension of pipes, NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.

3.3 GENERAL EQUIPMENT INSTALLATIONS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

3.4 OPERATION AND MAINTENANCE MANUALS

- A. Provide four bound copies. The Operations and maintenance manuals shall be delivered to Owner not less than 30 days prior to completion or final inspection.
- B. All new and temporary equipment and all elements of each assembly shall be included.
- C. Data sheet on each device listing model, size, capacity, pressure, speed, horsepower, impeller size, and other information shall be included.
- D. Manufacturer's installation, maintenance, repair, and operation instructions for each device shall be included. Assembly drawings and parts lists shall also be included. A summary of operating precautions and reasons for precautions shall be included in the Operations and Maintenance Manual.
- E. Lubrication instructions, type and quantity of lubricant shall be included.
- F. Schematic diagrams and wiring diagrams of all control systems corrected to include all field modifications shall be included.
- G. Set points of all interlock devices shall be listed.
- H. Trouble-shooting guide for the control system troubleshooting guide shall be inserted into the Operations and Maintenance Manual.
- I. The combustion control system sequence of operation corrected with submittal review comments shall be inserted into the Operations and Maintenance Manual.
- J. Emergency procedures.

END OF SECTION 22 0500

SECTION 22 05 23-GENERAL-DUTY VALVES FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.

B. SUBMITTALS

1. Manufacturer's Literature and Data:
2. Valves.
3. All items listed in Part 2 – Products

C. DELIVERY, STORAGE, AND HANDLING

1. Valves shall be prepared for storage as follows:
 - a. Maintain valve end protection.
 - b. Store valves indoors and maintain at higher than ambient dew point temperature.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. ASME Compliance: ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
- B. NSF Compliance: NSF 61 for valve materials for potable-water service.

2.2 GENERAL DUTY VALVES

- A. Valve Sizes: Same as upstream piping unless otherwise indicated.
- B. Valves in Insulated Piping: With 2-inch stem extensions.
- C. End Connections: Solder-joint connections shall comply with ANSI B16.18.
- D. One-Piece, Copper-Alloy Ball Valves: Brass or bronze body with chrome-plated bronze ball, PTFE or TFE seats, and 400-psig minimum CWP rating.

2.3 CHECK VALVES

- A. Check valves 3 inches and smaller shall be class 125, bronze swing check valves with non metallic Buna-N disc. The check valve shall meet MSS SP-80 Type 4 standard. The check valve shall have a CWP rating of 200 psig. The check valve shall have a Y pattern horizontal

body design with bronze body material conforming to ASTM B 62, solder joints, and PTFE or TFE disc.

2.4 EQUIPMENT AND MATERIALS IDENTIFICATION

- A. Use symbols, nomenclature and equipment numbers specified, shown on the drawings, or shown in the maintenance manuals.
- B. Equipment: Engraved nameplates, with letters not less than 3/16 inch, rigid black plastic with white letters shall be permanently fastened to the equipment. Unit components such as water heaters, tanks, filters, etc. shall be identified.
- C. Exterior (Outdoor) Equipment: Brass nameplates, with engraved black filled letters, not less than 3/16 inch high riveted or bolted to the equipment.
- D. Control Items: All temperature, pressure, and controllers shall be labeled and the component's function identified. Identify and label each item as they appear on the control diagrams.
- E. Valve Tags and Lists:
 1. Plumbing: All valves shall be provided with valve tags and listed on a valve list (Fixture stops not included).
 2. Valve tags: Engraved black filled numbers and letters not less than 1/2 inch high for number designation, and not less than 1/4 inch for service designation on 19 gage, 38 mm 1 1/2 inches round brass disc, attached with brass "S" hook or brass chain.
 3. Valve lists: Valve lists shall be created and printed on plastic coated cards. The plastic coated valve list card(s), shall show valve tag number, valve function and area of control for each service or system. The valve list shall be in a punched 3 ring binder notebook. A copy of the valve list shall be mounted in picture frames for mounting to a wall in the utility room.
- F. A detailed plan for each floor of the building indicating the location and valve number for each valve shall be provided. Each valve location shall be identified with a color coded sticker or thumb tack in ceiling.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use ball valves for shutoff duty.
- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves for each fixture and item of equipment.
- D. Install valves in a position to allow full stem movement.

3.2 EXAMINATION

- A. Valve interior shall be examined for cleanliness, freedom from foreign matter, and corrosion. Special packing materials shall be removed, such as blocks, used to prevent disc movement during shipping and handling.
- B. Valves shall be operated in positions from fully open to fully closed. Guides and seats shall be examined and made accessible by such operations.
- C. Threads on valve and mating pipe shall be examined for form and cleanliness.
- D. Do not attempt to repair defective valves; replace with new valves.
- E. 3.2 VALVE INSTALLATION
- F. Install valves with unions at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- G. Valves shall be located for easy access and shall be provided with separate support. Valves shall be accessible with access doors when installed inside partitions or above hard ceilings.
- H. Valves shall be installed in horizontal piping with stem at or above center of pipe
- I. Valves shall be installed in a position to allow full stem movement.
- J. Check valves shall be installed for proper direction of flow and as follows:
 - 1. Swing Check Valves: In horizontal position with hinge pin level.

3.3 ADJUSTING

- A. Valve packing shall be adjusted or replaced after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves shall be replaced if persistent leaking occurs.

END OF SECTION 22 (523)

SECTION 22 07 00-PLUMBING INSULATION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.
2. For adhesives and sealants, documentation including printed statement of VOC content and chemical components.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less according to ASTM E 84.

2.2 INSULATION MATERIALS

- A. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- B. Flexible Elastomeric: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.
- C. Thermal Conductivity: 0.25 Btu/Hr./SF/Inch at 75 degrees F at 1" thickness.
- D. Surface Burning Characteristics: Flame Spread=25, Smoke Developed=50

2.3 ADHESIVES

- A. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.
 1. For indoor applications, adhesive shall have a VOC content of 50 g/L or less.

2.4 PIPE INSULATION SUPPORT SYSTEM

- A. Provide wood dowel pipe insulation supports at each support location.
- B. Support shall have PVC adhesive disc to adhere to the insulation and retain vapor barrier.

- C. Wherever pipe insulation passes through a hanger location, install the insulation support system. The length of the insulation support must be the same length as the pipe insulation thickness. Follow manufacturer's recommendations for supports needed.

PART 3 - EXECUTION

3.1 PIPE INSULATION INSTALLATION

- A. Comply with requirements of the Midwest Insulation Contractors Association's "National Commercial & Industrial Insulation Standards" for insulation installation on pipes and equipment.
- B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- C. Insulation Installation at Fire-Rated Wall, Partition, and Floor Penetrations: Install insulation continuously through penetrations. Seal penetrations. Comply with requirements in Section 078413 "Penetration Firestopping."
- D. Flexible Elastomeric Insulation Installation
 - 1. Seal longitudinal seams and end joints with adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
 - 2. Insulation Installation on Pipe Fittings and Elbows: Install mitered sections of pipe insulation. Secure insulation materials and seal seams with adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- E. Interior Piping System Applications: Insulate the following piping systems:
 - 1. Domestic Cold Water.
 - 2. Domestic Hot Water

3.2 INDOOR PIPING INSULATION SCHEDULE

- A. Unless otherwise indicated, do not install insulation on the following:
 - 1. Drainage piping located in crawlspaces.
 - 2. Underground piping.
 - 3. Chrome-plated pipes and fittings unless there is a potential for personnel injury.
- B. Domestic Cold Water:
 - 1. 1-1/2 and Smaller: Insulation shall be the following:
 - a. Flexible Elastomeric: 3/4 inch thick.

C. Domestic Hot Water:

1. 1-1/2 and Smaller: Insulation shall be the following:
 - a. Flexible Elastomeric: 1 inch thick.

END OF SECTION 22 0700

NOT FOR BIDDING PURPOSES

SECTION 22 11 16-DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For transition fittings and dielectric fittings.
2. Product for solvent cements and adhesive primers, documentation including printed statement of VOC content.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Potable-water piping and components shall comply with NSF 14 and NSF 61.

2.2 PIPE AND FITTINGS

- A. Hard Copper Tubing: ASTM B 88, Type L, water tube, drawn temper with wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.
1. Copper Unions: Cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
 2. Joining Materials: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with requirements in Section 22 0500 "Common Work Results for Plumbing" for basic piping installation requirements.
- B. Install domestic water piping with 0.25 percent slope downward toward drain for horizontal piping and plumb for vertical piping.
- C. Comply with requirements in Section 220500 "Common Work Results for Plumbing" for basic piping joint construction.
1. Soldered Joints: Comply with procedures in ASTM B 828 unless otherwise indicated.

- D. Comply with requirements in Section 220500 "Common Work Results for Plumbing" for pipe hanger and support devices.
 - 1. Install hangers for steel piping with the following maximum horizontal spacing and minimum rod diameters:
 - a. NPS 1-1/4 and Smaller: 84 inches with 3/8-inch rod.

3.2 INSPECTING AND CLEANING

- A. Inspect and test piping systems as follows:
 - 1. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
 - 2. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired.
- B. Flushing & Cleaning
 - 1. Flush the system clean of all flux and debris
 - 2. Clean the system with a chlorine based sanitizer. Allow cleaner to sit per the manufacturer's recommendations.
 - 3. Re-flush the system to remove traces of all sanitizer.

3.3 PIPING SCHEDULE

- A. Aboveground Distribution Piping: Type L hard copper tubing.

END OF SECTION 22 1116

SECTION 22 13 16 -SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.
2. For solvent cements and adhesive primers, documentation including printed statement of VOC content.
3. Seismic Qualification Certificates: For waste and vent piping, accessories, and components, from manufacturer.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:
 1. Soil, Waste, and Vent Piping: 10-foot head of water
 2. Waste, Force-Main Piping: 100 psig
- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- C. Comply with NSF/ANSI 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components.

2.2 PIPES AND FITTINGS

- A. PVC Plastic, DWV Pipe and Fittings: ASTM D 2665, Schedule 40, plain ends with PVC socket type DWV pipe fittings.
 1. Adhesive Primer: ASTM F 656.
 - a. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 2. Solvent Cement: ASTM D 2564.
 - a. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

- A. Comply with requirements in Section 220500 "Common Work Results for Plumbing" for basic piping installation requirements.
- B. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.
- C. Lay buried building drainage piping beginning at low point of each system. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream. Install required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab in piping and pull past each joint as completed.
- D. Install soil and waste drainage and vent piping at the following minimum slopes, unless otherwise indicated:
1. Building Sanitary Drain: 2 percent downward in direction of flow for piping NPS 3 and smaller; 1 percent downward in direction of flow for piping NPS 4 and larger.
 2. Horizontal Sanitary Drainage Piping: 2 percent downward in direction of flow.
 3. Vent Piping: 1 percent down toward vertical fixture vent or toward vent stack.
- E. Install PVC soil and waste drainage and vent piping according to ASTM D 2665.
- F. Install underground PVC soil and waste drainage piping according to ASTM D 2321.
- G. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.
- H. Comply with requirements in Section 220500 "Common Work Results for Plumbing" for basic piping joint construction.
- I. Comply with requirements in Section 220500 "Common Work Results for Plumbing" for pipe hanger and support devices.

3.2 PIPE SCHEDULE

- A. Aboveground Applications: PVC plastic, DWV pipe and fittings with solvent-cemented joints
- B. Belowground Applications: PVC plastic, DWV pipe and drainage-pattern fittings with cemented joints.

END OF SECTION 221316

NOT FOR BIDDING PURPOSES

SECTION 22 31 00-DOMESTIC WATER SOFTENERS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Description:

Provide sodium cycle, cation exchange, pressure type, water softening equipment complete with piping services, electrical services, controls, accessories and auxiliary equipment.

B. Related Work:

1. Section 22 05 11, COMMON WORK RESULTS FOR PLUMBING.

C. Submittals:

1. Product Data: For each type of product indicated.
2. Manufacturer's Literature and Data:
3. Softener tank construction, coatings and linings.
4. Tank distribution system design.
5. Main operating valve.
6. Control system and flow meter.
7. Exchange resin.
8. Brine system.
9. Accessories including pressure gages and test kit.
10. Performance data including normal and maximum flow and pressure drop. Certification that required performance will be achieved.
11. Piping.
12. Complete detailed layout, setting, arrangement, and installation drawings including electrical/pneumatic controls. Drawings shall also show all parts of the apparatus including relative positions, dimensions, and sizes and general arrangement of connecting piping.

PART 2 - PRODUCTS

2.1 Manufacturers:

- A. Ecowater Model 3502R50S (Delmarva Water Solutions)
- B. Approved Equivalent

2.2 Softening System:

- A. Vertical, counter-current, pressure type with automatic controls to operate on a sodium cycle.
- B. Multi-wrap fiberglass reinforced polymeric resin tank which is resistant to deterioration, corrosion or rust.
- C. Self-cleaning distributors.
- D. Stratified resin bed for iron removal. Exchanger material shall not wash out of apparatus during any softening run regardless of rate of flow.
- E. Washed quartz underbedding.
- F. Electronic digital demand module shall record usage patterns and control regeneration frequency based upon predicted needs.
- G. Two way, battery operated remote control shall provide usage data and report low salt level.
- H. 300 lb. Salt storage tank.
- I. Energy Star Rated

2.3 Brine Piping:

- A. Polyvinyl chloride (PVC), ASTM D2665, Schedule 80 with solvent welded joints.

PART 3 - EXECUTION

3.1 REQUIRED TECHNICAL SERVICES:

- A. Provide services of a qualified manufacturer's representative to check complete installation for conformance to manufacturer's recommendation, put system into service, make all adjustments required for full conformance to design and specified requirements, and perform all demonstrations and tests.
- B. Provide raw water and conditioned water tests and results to the Owner with the following:

Influent Water Analysis:

Calcium, Ca: _____ppm

Magnesium, Mg: _____ppm

Total Hardness: _____ppm

Iron, Fe: _____ppm
Manganese, Mn: _____ppm
Total Dissolved Solids: _____ppm
Turbidity, NTU _____
Color: _____
PH: _____

C. Demonstration and Training

1. Provide services of manufacturer's technical representative for two hours to instruct in operation and maintenance of units.

END OF SECTION 23 3100

NOT FOR BIDDING PURPOSES

SECTION 22 32 00-DOMESTIC WATER FILTRATION EQUIPMENT

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Related Work:

1. Section 22 05 11, COMMON WORK RESULTS FOR PLUMBING.

B. Submittals:

1. Product Data: For each type of product indicated.
2. Manufacturer's Literature and Data:
3. Filter housing construction
4. Product Dimensional drawings

PART 2 - PRODUCTS

2.1 Manufacturers:

- A. DuPont
- B. Everpure
- C. Filtrene

2.2 High-Capacity, Single-Stage Water Sediment Filtration System.

- A. Simplex, in-line wall-mounting housing with replaceable element for removing suspended particles from water.
- B. Corrosion resistant housing deigned to separate feed water from filtrate and to direct feed water through the filter element.
 1. Wall bracket support
 2. 1" threaded pipe connections
- C. Replaceable element shaped to fit housing
- D. Provide (2) sets of additional filters after system flushing.
- E. Warranty: 3-year manufacturer's warranty.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Install shut off valves and unions on the inlet and outlet of each filter.
- B. Install filters to facilitate removal of filter housing and filter without taking the other filter out of service.

END OF SECTION 23 3100

NOT FOR BIDDING PURPOSES

SECTION 22 34 00-FUEL-FIRED DOMESTIC WATER HEATERS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type and size of domestic-water heater indicated.
2. Documentation indicating that units comply with applicable requirements in ASHRAE/IESNA 90.1, Section 7, "Service Water Heating."
3. Seismic Qualification Certificates: For fuel-fired, domestic-water heaters, accessories, and components, from manufacturer.
4. Domestic-Water Heater Labeling: Certified and labeled by testing agency acceptable to authorities having jurisdiction.
5. Operation and maintenance data.

- B. Warranties: Submit a written warranty executed by manufacturer agreeing to repair or replace water heaters that fail in materials or workmanship within five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASHRAE/IESNA Compliance: Fabricate and label fuel-fired, domestic-water heaters to comply with ASHRAE/IESNA 90.1.
- C. NSF Compliance: Fabricate and label equipment components that will be in contact with potable water to comply with NSF 61, "Drinking Water System Components - Health Effects."
- D. Gas-Fired Water Heaters: Bear AGA certification label.
- E. Comply with requirements of applicable NSF, AWWA, or FDA and EPA regulatory standards for tasteless and odorless, potable-water-tank linings.
- F. Comply with performance efficiencies prescribed in ASHRAE 90.2, "Energy Efficient Design of New Low-Rise Residential Buildings."

2.2 WATER HEATERS, GENERAL

- A. Insulation: Suitable for operating temperature and required insulating value. ASHRAE/IESNA 90.1. Surround entire tank except connections and controls.

- B. Anode Rods: Factory installed, replaceable magnesium.
- C. Combination Temperature and Pressure Relief Valve: ANSI Z21.22/CSA 4.4-M. Include relieving capacity at least as great as heat input and pressure setting less than water heater working-pressure rating. Select relief valve with sensing element that extends into tank.
- D. Drain Valve: ASSE 1005. Factory or field installed.

2.3 GAS-FIRED WATER HEATERS

- A. Manufacturers:
 - 1. Bradford White Corporation.
 - 2. Lochinvar Corporation.
 - 3. Rheem Manufacturing Company.
 - 4. Smith, A. O. Water Products Co.; a division of A. O. Smith Corporation.
- B. Condensing Gas Water Heaters: ANSI Z21.10.1/CSA 4.1, 38 gallon capacity and 36 kBtu/ input burner; steel with 150-psig working-pressure rating; with adjustable thermostat; automatic gas-ignition system, draft hood; and power direct vent system interlocked with burner.
- C. Energy Star Rating.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install heaters on 4" concrete housekeeping pad.
 - 1. Maintain manufacturer's recommended clearances.
 - 2. Arrange units so controls and devices that require servicing are accessible.
- B. Install temperature and pressure relief valves and extend to closest floor drain.
- C. Install vacuum relief valves in cold-water-inlet piping.
- D. Install shutoff valves and unions at hot- and cold-water piping connections.
- E. Make piping connections with dielectric fittings where dissimilar piping materials are joined.
- F. Connect gas water heaters according to NFPA 54.
- G. Provide concentric vent kit and terminate a minimum of 12" above roof line. Coordinate with the roofing manufacturer/installer for required waterproofing devices.

END OF SECTION 223400

SECTION 22 40 00-PLUMBING FIXTURES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data for each type of plumbing fixture, including trim, fittings, accessories, appliances, appurtenances, equipment, and supports.
2. Documentation indicating flow and water consumption requirements.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with requirements in ICC A117.1, "Accessible and Usable Buildings and Facilities" for plumbing fixtures for people with disabilities.
- B. Regulatory Requirements: Comply with requirements in Public Law 102-486, "Energy Policy Act," about water flow and consumption rates for plumbing fixtures.
- C. NSF Standard: Comply with NSF 61, "Drinking Water System Components - Health Effects," for fixture materials that will be in contact with potable water.

2.2 WATER CLOSET (WC-1)

- A. Vitreous-China Water Closet: Elongated, floor-mounted, floor outlet with gravity-type tank.

1. Manufacturers:

- a. American Standard Companies, Inc.
- b. Crane Plumbing, L.L.C./Fiat Products.
- c. Eljer.
- d. Kohler Co.
- e. Sterling Plumbing Group, Inc.
- f. TOTO USA, Inc.

2.3 LAVATORY (L-1)

- A. Vitreous-China Lavatory: Accessible, wall-mounting, 20"X27"

1. Manufacturers:

- a. American Standard Companies, Inc.

- b. Eljer.
- c. Kohler Co.
- d. American Standard Companies, Inc.
- e. Crane Plumbing, L.L.C./Fiat Products.
- f. Kohler Co.
- g. Sterling Plumbing Group, Inc.
- h. TOTO USA, Inc.

B. Faucets: Electronic Proximity Lavatory shall feature a vandal resistant all brass body with single inlet, and in line strainer. Shall also feature a low energy use electronically operated solenoid valve and microprocessor controlled proximity sensors. Shall meet ANSI A112.18.1 and ANSI 117.1 codes.

1. Manufacturers:

- a. American Standard Companies, Inc.
- b. Delta Faucet Company.
- c. Eljer.
- d. Elkay Manufacturing Co.
- e. Kohler Co.
- f. Moen, Inc.
- g. Speakman Company.

2. Type: 4-inch Center set with single inlet and with pop-up waste.
3. Finish: Polished chrome-plate.
4. Maximum Flow Rate: 0.5 gpm

C. Drain: Grid strainer with 1-1/4 offset waste

D. Trap: Chrome-plated with slip joint inlet and wall flange.

E. Supply and Drain Insulation: Soft-plastic covering; removable at stops.

F. Fixture Support: Concealed arm for wall-mounting, lavatory-type fixture. Include rectangular steel uprights and feet.

2.4 SHOWER (S-1):

A. Shower Enclosure: Steel reinforced Acrylic, front access. 41"x36"

1. Manufacturers:

- a. Comfort Designs
- b. Crane Plumbing, L.L.C./Fiat Products.
- c. Kohler
- d. American Standard

2. Accessibility Options: Include L grab bar, grab bar vertical on the valve wall, white frameless HDPE fold-up seat, molded soap ledge, 1" 18 gauge white curtain rod, open top design, 7/8" threshold.

3. Provide pressure balanced mixing valve, factory installed plumbing and hand held shower assembly with slide bar, vacuum breaker and 60: hose.
4. Include ball, gate, or globe valves on supplies if check stops are not included with faucet.

B. Drain: Included with enclosure 2", nickel-bronze-strainer, floor drain.

2.5 HAND SINK (HS-1):

A. Stainless-Steel Sink: Counter-mounting type, one bowl.

1. Manufacturers:
 - a. Elkay Manufacturing Co.
 - b. Just Manufacturing Company.
 - c. Elkay Manufacturing Co.
 - d. Eljer.
 - e. Kohler Co.
 - f. American Standard Companies, Inc.

B. Bowl:

1. Dimensions: 18"x16"
2. Drain(s): 1-1/2-inch grid strainer with 3-1/2-inch grid strainer with NPS 1-1/2 tubular-brass tailpiece.
3. Drain location: Centered in bowl.

C. Faucet: Solid brass with lever handles. Maximum 1.5-gpm flow rate.

1. Manufacturers:
 - a. American Standard Companies, Inc.
 - b. Delta Faucet Company.
 - c. Eljer.
 - d. Elkay Manufacturing Co.
 - e. Kohler Co.
 - f. Moen, Inc.
 - g. Speakman Company.
2. Type: Widespread with inlets on 8-inch centers.
3. Finish: Polished brass.
4. Handle(s): Dual lever.
5. Spout: Swing with aerator, 1-1/2-gpm laminar flow.

2.6 MOP SINK (MS-1)

A. Molded Stone, Service Sink: Floor-mounting type, 24"X24" x10" high.

1. Manufacturers:
 - a. Crane
 - b. American Standard Companies, Inc.

- c. Eljer.
 - d. Kohler Co.
- B. Faucet: Exposed yolk wall mount, widespread, solid brass, chrome plated, with supplies on 8-inch adjustable centers. Wall braced spout with integral vacuum breaker, pail hook, and hose-thread outlet.
 - C. Mounting: Floor.
 - D. Rim Guard: Vinyl.
 - E. Drain: 3" with grid strainer.
 - F. Mop Hanger

2.7 DRINKING FOUNTAIN (DF-1)

- A. High-efficiency electric, Stainless Steel, wall-hanging, bi-level wheelchair-accessible type.
 - 1. Manufacturers:
 - a. Elkay Manufacturing Co.
 - b. Halsey Taylor.
 - c. Crane Plumbing, L.L.C.
 - d. Kohler Co.
 - 2. ADA Compliant
 - 3. Self-closing controls on front and right & left hand sides.
 - 4. 8 GPH of 50° F water at 90° ambient and 80° inlet water temperatures.
 - 5. Stainless steel basin with integral drain.
 - 6. 115V/60Hz, 3.6 FLA

PART 3 - EXECUTION

3.1 INSTALLATIONS

- A. Install fitting insulation kits on fixtures for people with disabilities.
- B. Install fixtures with flanges and gasket seals.
- C. Install tanks for accessible, tank-type water closets with lever handle mounted on wide side of compartment.
- D. Fasten wall-hanging plumbing fixtures securely to supports attached to building substrate when supports are specified, and to building wall construction where no support is indicated.

- E. Fasten floor-mounted fixtures to substrate. Fasten fixtures having holes for securing fixture to wall construction, to reinforcement built into walls.
- F. Fasten wall-mounted fittings to reinforcement built into walls.
- G. Secure supplies to supports or substrate within pipe space behind fixture.
- H. Set shower receptors and mop basins in leveling bed of cement grout.
- I. Install individual supply inlets, supply stops, supply risers, and tubular brass traps with cleanouts at fixture.
- J. Install water-supply stop valves in accessible locations.
- K. Install traps on fixture outlets. Omit traps on fixtures having integral traps.
- L. Install escutcheons at wall, floor, and ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons where required to conceal protruding pipe fittings.
- M. Seal joints between fixtures and walls, floors, and counters using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color.
- N. Install piping connections between plumbing fixtures and piping systems and plumbing equipment. Install insulation on supplies and drains of fixtures for people with disabilities.

END OF SECTION 22 4000

SECTION 23 00 00- MECHANICAL DESIGN/BUILD PERFORMANCE SPECIFICATIONS

PART 1 - GENERAL

1.1 CODES AND STANDARDS

- A. 2009 International Mechanical Code
- B. 2009 International Energy Conservation Code
- C. 2009 International Fuel Gas Code.
- D. NFPA, National Fire Protection Association Standards
- E. NEC, National Electric Code

1.2 PERFORMANCE REQUIREMENTS

- A. The Contractor shall have plans designed, signed and sealed by a Professional Engineer licensed and authorized to perform engineering in the State of Delaware.
- B. The Contractor shall secure and pay for all required permits associated with their work
- C. The Contractor shall provide HVAC systems for (3) separate zones: Meeting Room, Office Area & Admin/Reception. (See attached Load Calculations at the end of this Section).
- D. The HVAC systems shall consist of air to air heat pumps with 98% efficient propane furnace back up heat. Provide secondary drain pans with water detector for units located on the mezzanine. Each system shall be controlled by a programmable thermostat with battery back-up and a condensate neutralization kit. Systems over 54,000 BTU/H cooling capacity shall be equipped with an economizer. All equipment shall be Energy Star rated. Provide start-up of all systems.
- E. Outdoor heat pump units shall have a minimum efficiency of 14 SEER. All outdoor units shall be placed level on an outdoor pad made of concrete or UV resistant pad. Provide ACR tubing for refrigerant services.
- F. Provide condensate piping as required by the 2009 IMC.
- G. Ductwork systems shall be constructed of galvanized sheet metal and designed per SMACNA standards. Fiberboard duct systems are not acceptable. Ductwork shall be insulated with blanket type fiberglass insulation with aluminum foil facing reinforced with fiberglass scrim. R-Value shall correspond with the requirements of the 2009 IECC.
- H. All grilles, registers and diffusers shall be constructed of aluminum. Provide flexible duct connections to all supply and return diffusers.
- I. Exhaust systems shall be provided for all Bathrooms, Utility Room, IT Closet and Electrical Rooms. Fans shall be direct drive. The IT Room exhaust system shall be controlled by a line

voltage thermostat. Other systems shall be controlled by a local wall switch (for single zone fans) or by a centralized time clock.

- J. All exterior wall penetrations shall include a low-leakage, motorized damper.
- K. Unit heaters shall be provided for tempering of the Mezzanine space to maintain 60° F.
- L. Propane shall be distributed with steel piping on the interior and Polyethylene piping on the exterior from a new propane tank (provided by the Owner's Propane supplier. Provide a manual shut off valve on the exterior of the building. All piping shall be run parallel to building lines.
- M. The Contractor shall hire a NEBB or TAB certified, third-party, balancing contractor to balance the system airflows (+/- 10%).
- N. All work shall be coordinated with other trades and shall be installed in a neat workmanlike manner.
- O. Provide electronic and (3) hard copies of As-Built drawings, Operation and Maintenance manuals.
- P. Provide (4) hours of on-site Owner training
- Q. All work shall be guaranteed (parts & labor) for a period of (2) years.

PART 2 - PRODUCTS- NOT USED

PART 3- EXECUTION- NOT USED

PART 4- LOAD CALCULATIONS

Zone Checksums

By Diamond State Engineering

ZONE 1-ADMIN

COOLING COIL PEAK					CLG SPACE PEAK			HEATING COIL PEAK			TEMPERATURES		
Peaked at Time:		Mo/Hr: 7 / 16			Mo/Hr: 7 / 16			Mo/Hr: Heating Design					
Outside Air:		OADB/WB/HR: 88 / 76 / 117			OADB: 88			OADB: 11					
Space Sens. + Lat.	Plenum Sens. + Lat	Net Total	Percent Of Total (%)	Space Sensible	Percent Of Total (%)	Space Peak	Coil Peak	Percent Of Total	SADB	Cooling	Heating		
Btu/h	Btu/h	Btu/h		Btu/h		Space Sens	Tot Sens						
Envelope Loads					Envelope Loads								
Skylite Solar	0	0	0	0	0	0	0	0.00	SADB	54.3	94.1		
Skylite Cond	0	0	0	0	0	0	0	0.00	Ra Plenum	72.0	70.0		
Roof Cond	2,433	0	2,433	14	2,433	21	-2,781	13.92	Return	72.7	70.0		
Glass Solar	1,282	0	1,282	8	1,282	11	0	0.00	Ret/OA	74.5	63.3		
Glass/Door Cond	827	0	827	5	827	7	-3,072	15.38	Fn MtrTD	0.0	0.0		
Wall Cond	2,285	0	2,285	14	2,285	20	-3,533	17.69	Fn BidTD	0.0	0.0		
Partition/Door	1,528	0	1,528	9	1,528	13	-5,768	28.88	Fn Frict	0.0	0.0		
Floor	0	0	0	0	0	0	-447	2.24					
Adjacent Floor	0	0	0	0	0	0	0	0.00					
Infiltration	0	0	0	0	0	0	0	0.00					
Sub Total ==>	8,354	0	8,354	50	8,354	73	-15,600	78.11					
Internal Loads					Internal Loads								
Lights	1,892	473	2,365	14	1,892	17	0	0.00					
People	2,181	0	2,181	13	1,212	11	0	0.00					
Misc	0	0	0	0	0	0	0	0.00					
Sub Total ==>	4,073	473	4,546	27	3,104	27	0	0.00					
Ceiling Load	0	0	0	0	0	0	0	0.00					
Ventilation Load	0	0	3,958	24	0	0	-4,372	21.89					
Adj Air Trans Heat	0	0	0	0	0	0	0	0.00					
Dehumid. Ov Sizing	0	0	0	0	0	0	0	0.00					
Ov/Undr Sizing	0	0	0	0	0	0	0	0.00					
Exhaust Heat	0	-54	-54	0	0	0	0	0.00					
Sup. Fan Heat	0	0	0	0	0	0	0	0.00					
Ret. Fan Heat	0	0	0	0	0	0	0	0.00					
Duct Heat Pkup	0	0	0	0	0	0	0	0.00					
Underflr Sup Ht Pkup	0	0	0	0	0	0	0	0.00					
Supply Air Leakage	0	0	0	0	0	0	0	0.00					
Grand Total ==>	12,427	419	16,803	100.00	11,458	100.00	-15,600	100.00					

AIRFLOWS

	Cooling	Heating
Diffuser	575	575
Terminal	575	575
Main Fan	575	575
Sec Fan	0	0
Nom Vent	66	66
AHU Vent	66	66
Infil	0	0
MinStop/Rh	0	0
Return	575	575
Exhaust	66	66
Rm Exh	0	0
Auxiliary	0	0
Leakage Dwn	0	0
Leakage Ups	0	0

ENGINEERING CKS

	Cooling	Heating
% OA	11.4	11.4
cfm/ft²	0.83	0.83
cfm/ton	410.63	
ft²/ton	494.90	
Btu/hr-ft²	24.25	-28.82
No. People	5	

COOLING COIL SELECTION

	Total Capacity ton	Sens Cap. MBh	Coil Airflow cfm	Enter DB/WB/HR °F °F	Leave DB/WB/HR °F °F
Main Clg	1.4	16.8	575	74.5 62.5	64.8 54.3
Aux Clg	0.0	0.0	0	0.0 0.0	0.0 0.0
Opt Vent	0.0	0.0	0	0.0 0.0	0.0 0.0
Total	1.4	16.8			

AREAS

	Gross Total	Glass ft² (%)
Floor	693	
Part	252	
Int Door	0	
ExFlr	87	
Roof	990	0 0
Wall	1,002	75 7
Ext Door	42	0 0

HEATING COIL SELECTION

	Capacity MBh	Coil Airflow cfm	Ent °F	Lvg °F
Main Htg	-20.0	575	63.3	94.1
Aux Htg	0.0	0	0.0	0.0
Preheat	0.0	0	0.0	0.0
Humidif	0.0	0	0.0	0.0
Opt Vent	0.0	0	0.0	0.0
Total	-20.0			

Zone Checksums

By Diamond State Engineering

ZONE 2-OFFICES

COOLING COIL PEAK					CLG SPACE PEAK			HEATING COIL PEAK			TEMPERATURES		
Peaked at Time:		Mo/Hr: 8 / 15			Mo/Hr: 7 / 16			Mo/Hr: Heating Design					
Outside Air:		OADB/WB/HR: 88 / 77 / 120			OADB: 88			OADB: 11					
Space Sens. + Lat.	Plenum Sens. + Lat	Net Total	Percent Of Total (%)	Space Sensible	Percent Of Total (%)	Space Peak	Coil Peak	Percent Of Total	SADB	Cooling	Heating		
Btu/h	Btu/h	Btu/h		Btu/h		Space Sens	Tot Sens						
Envelope Loads					Envelope Loads								
Skylite Solar	0	0	0	0	0	0	0	0.00	Skylite Solar	0	0	0.00	
Skylite Cond	0	0	0	0	0	0	0	0.00	Skylite Cond	0	0	0.00	
Roof Cond	7,559	0	7,559	14	7,431	23	-8,494	18.27	Roof Cond	-8,494	-8,494	18.27	
Glass Solar	6,302	0	6,302	12	6,453	20	0	0.00	Glass Solar	0	0	0.00	
Glass/Door Cond	937	0	937	2	1,010	3	-3,748	8.06	Glass/Door Cond	-3,748	-3,748	8.06	
Wall Cond	3,515	0	3,515	7	3,255	10	-4,823	10.37	Wall Cond	-4,823	-4,823	10.37	
Partition/Door	1,311	0	1,311	2	1,528	5	-5,768	12.40	Partition/Door	-5,768	-5,768	12.40	
Floor	0	0	0	0	0	0	-606	1.30	Floor	-606	-606	1.30	
Adjacent Floor	0	0	0	0	0	0	0	0.00	Adjacent Floor	0	0	0.00	
Infiltration	7,735	0	7,735	14	2,493	8	-8,930	19.20	Infiltration	-8,930	-8,930	19.20	
Sub Total ==>	27,360	0	27,360	51	22,170	69	-32,368	69.61	Sub Total ==>	-32,368	-32,368	69.61	
Internal Loads					Internal Loads								
Lights	6,116	1,529	7,645	14	6,116	19	0	0.00	Lights	0	0	0.00	
People	7,049	0	7,049	13	3,916	12	0	0.00	People	0	0	0.00	
Misc	0	0	0	0	0	0	0	0.00	Misc	0	0	0.00	
Sub Total ==>	13,165	1,529	14,694	27	10,032	31	0	0.00	Sub Total ==>	0	0	0.00	
Ceiling Load	0	0	0	0	0	0	0	0.00	Ceiling Load	0	0	0.00	
Ventilation Load	0	0	12,243	23	0	0	-14,133	30.39	Ventilation Load	0	-14,133	30.39	
Adj Air Trans Heat	0	0	0	0	0	0	0	0	Adj Air Trans Heat	0	0	0	
Dehumid. Ov Sizing	0	0	0	0	0	0	0	0.00	Ov/Undr Sizing	0	0	0.00	
Ov/Undr Sizing	0	0	0	0	0	0	0	0.00	Exhaust Heat	0	0	0.00	
Exhaust Heat	-308	-308	-1	0	0	0	0	0.00	OA Preheat Diff.	0	0	0.00	
Sup. Fan Heat	0	0	0	0	0	0	0	0.00	RA Preheat Diff.	0	0	0.00	
Ret. Fan Heat	0	0	0	0	0	0	0	0.00	Additional Reheat	0	0	0.00	
Duct Heat Pkup	0	0	0	0	0	0	0	0.00	System Plenum Heat	0	0	0.00	
Underflr Sup Ht Pkup	0	0	0	0	0	0	0	0.00	Underflr Sup Ht Pkup	0	0	0.00	
Supply Air Leakage	0	0	0	0	0	0	0	0.00	Supply Air Leakage	0	0	0.00	
Grand Total ==>	40,525	1,221	53,989	100.00	32,202	100.00	-32,368	100.00	Grand Total ==>	-32,368	-46,501	100.00	

	Cooling	Heating
SADB	54.0	88.1
Ra Plenum	72.0	70.0
Return	72.8	70.0
Ret/OA	74.8	62.1
Fn MtrTD	0.0	0.0
Fn BidTD	0.0	0.0
Fn Frict	0.0	0.0

AIRFLOWS		
	Cooling	Heating
Diffuser	1,589	1,589
Terminal	1,589	1,589
Main Fan	1,589	1,589
Sec Fan	0	0
Nom Vent	213	213
AHU Vent	213	213
Infil	134	134
MinStop/Rh	0	0
Return	1,723	1,723
Exhaust	347	347
Rm Exh	0	0
Auxiliary	0	0
Leakage Dwn	0	0
Leakage Ups	0	0

ENGINEERING CKS		
	Cooling	Heating
% OA	13.4	13.4
cfm/ft²	0.71	0.71
cfm/ton	353.11	
ft²/ton	497.88	
Btu/hr-ft²	24.10	-20.76
No. People	16	

COOLING COIL SELECTION										
	Total Capacity	Sens Cap.	Coil Airflow	Enter DB/WB/HR			Leave DB/WB/HR			
	ton	MBh	cfm	°F	°F	gr/lb	°F	°F	gr/lb	
Main Clg	4.5	54.0	37.1	1,589	74.8	64.0	71.3	54.0	52.7	56.5
Aux Clg	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Opt Vent	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Total	4.5	54.0								

AREAS			
	Gross Total	Glass	
		ft²	(%)
Floor	2,240		
Part	252		
Int Door	0		
ExFlr	118		
Roof	3,024	0	0
Wall	1,353	88	6
Ext Door	63	0	0

HEATING COIL SELECTION				
	Capacity	Coil Airflow	Ent	Lvg
	MBh	cfm	°F	°F
Main Htg	-46.5	1,589	62.1	88.1
Aux Htg	0.0	0	0.0	0.0
Preheat	0.0	0	0.0	0.0
Humidif	0.0	0	0.0	0.0
Opt Vent	0.0	0	0.0	0.0
Total	-46.5			

Zone Checksums

By Diamond State Engineering

ZONE 3-CONFERENCE

COOLING COIL PEAK					CLG SPACE PEAK			HEATING COIL PEAK			TEMPERATURES		
Peaked at Time:		Mo/Hr: 7 / 15			Mo/Hr: 7 / 16		Mo/Hr: Heating Design						
Outside Air:		OADB/WB/HR: 89 / 77 / 118			OADB: 88		OADB: 11						
Space Sens. + Lat.	Plenum Sens. + Lat	Net Total	Percent Of Total (%)	Space Sensible	Percent Of Total (%)	Space Peak	Coil Peak	Percent Of Total	SADB	Cooling	Heating		
Btu/h	Btu/h	Btu/h		Btu/h		Space Sens	Tot Sens						
Envelope Loads					Envelope Loads								
Skylite Solar	0	0	0	0	0	0	0	0.00	SADB	54.0	84.7		
Skylite Cond	0	0	0	0	0	0	0	0.00	Ra Plenum	72.0	70.0		
Roof Cond	3,401	0	3,401	7	3,185	12	-3,640	8.59	Return	72.4	70.0		
Glass Solar	3,934	0	3,934	8	4,009	15	0	0.00	Ret/OA	76.0	57.1		
Glass/Door Cond	1,140	0	1,140	2	1,145	4	-4,239	10.00	Fn MtrTD	0.0	0.0		
Wall Cond	1,766	0	1,766	3	2,010	7	-3,291	7.76	Fn BidTD	0.0	0.0		
Partition/Door	2,679	0	2,679	5	2,911	11	-10,987	25.92	Fn Frict	0.0	0.0		
Floor	0	0	0	0	0	0	-452	1.07					
Adjacent Floor	0	0	0	0	0	0	0	0.00					
Infiltration	0	0	0	0	0	0	0	0.00					
Sub Total ==>	12,919	0	12,919	25	13,260	48	-22,608	53.35					
Internal Loads					Internal Loads								
Lights	2,621	655	3,276	6	2,621	9	0	0.00					
People	19,200	0	19,200	37	11,760	43	0	0.00					
Misc	0	0	0	0	0	0	0	0.00					
Sub Total ==>	21,821	655	22,476	43	14,381	52	0	0.00					
Ceiling Load	0	0	0	0	0	0	0	0.00					
Ventilation Load	0	0	16,820	32	0	0	-19,773	46.65					
Adj Air Trans Heat	0	0	0	0	0	0	0	0					
Dehumid. Ov Sizing	0	0	0	0	0	0	0	0.00					
Ov/Undr Sizing	0	0	0	0	0	0	0	0.00					
Exhaust Heat	0	-143	-143	0	0	0	0	0.00					
Sup. Fan Heat	0	0	0	0	0	0	0	0.00					
Ret. Fan Heat	0	0	0	0	0	0	0	0.00					
Duct Heat Pkup	0	0	0	0	0	0	0	0.00					
Underflr Sup Ht Pkup	0	0	0	0	0	0	0	0.00					
Supply Air Leakage	0	0	0	0	0	0	0	0.00					
Grand Total ==>	34,740	512	52,072	100.00	27,641	100.00	-22,608	-42,381	100.00				

AIRFLOWS

	Cooling	Heating
Diffuser	1,364	1,364
Terminal	1,364	1,364
Main Fan	1,364	1,364
Sec Fan	0	0
Nom Vent	298	298
AHU Vent	298	298
Infil	0	0
MinStop/Rh	0	0
Return	1,364	1,364
Exhaust	298	298
Rm Exh	0	0
Auxiliary	0	0
Leakage Dwn	0	0
Leakage Ups	0	0

ENGINEERING CKS

	Cooling	Heating
% OA	21.8	21.8
cfm/ft²	1.42	1.42
cfm/ton	314.26	
ft²/ton	221.23	
Btu/hr-ft²	54.24	-44.15
No. People	48	

COOLING COIL SELECTION

	Total Capacity ton	Sens Cap. MBh	Coil Airflow cfm	Enter DB/WB/HR °F °F	Leave DB/WB/HR °F °F
Main Clg	4.3	52.1	1,364	76.0 65.5	76.6 54.0 53.0 58.0
Aux Clg	0.0	0.0	0	0.0 0.0	0.0 0.0 0.0
Opt Vent	0.0	0.0	0	0.0 0.0	0.0 0.0 0.0
Total	4.3	52.1			

AREAS

	Gross Total	Glass ft² (%)
Floor	960	
Part	480	
Int Door	0	
ExFlr	88	
Roof	1,296	0 0
Wall	951	88 9
Ext Door	105	0 0

HEATING COIL SELECTION

	Capacity MBh	Coil Airflow cfm	Ent °F	Lvg °F
Main Htg	-42.4	1,364	57.1	84.7
Aux Htg	0.0	0	0.0	0.0
Preheat	0.0	0	0.0	0.0
Humidif	0.0	0	0.0	0.0
Opt Vent	0.0	0	0.0	0.0
Total	-42.4			

NOT FOR BIDDING PURPOSES

END OF SECTION 23 0000

SECTION 23 05 00-COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

1.1 DESCRIPTION

A. The requirements of this Section shall apply to all sections of Division 23.

B. DEFINITIONS:

1. Exposed: Piping, ductwork, and equipment exposed to view in finished rooms.

C. QUALITY ASSURANCE

1. Mechanical, electrical and associated systems shall be safe, reliable, efficient, durable, easily and safely operable and maintainable, easily and safely accessible, and in compliance with applicable codes as specified. The systems shall be comprised of high quality institutional-class and industrial-class products of manufacturers that are experienced specialists in the required product lines. All construction firms and personnel shall be experienced and qualified specialists in industrial and institutional HVAC
2. Flow Rate Tolerance for HVAC Equipment, Section 23 05 93, TESTING, ADJUSTING, AND BALANCING FOR HVAC.
3. Products Criteria:
 - a. Standard Products: Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products for at least 3 years (or longer as specified elsewhere). The design, model and size of each item shall have been in satisfactory and efficient operation on at least three installations for approximately three years. However, digital electronics devices, software and systems such as controls, instruments, computer work station, shall be the current generation of technology and basic design that has a proven satisfactory service record of at least three years. See other specification sections for any exceptions and/or additional requirements.
 - b. All items furnished shall be free from defects that would adversely affect the performance, maintainability and appearance of individual components and overall assembly.
 - c. Conform to codes and standards as required by the specifications. Conform to local codes, if required by local authorities such as the propane gas supplier, if the local codes are more stringent than those specified. Refer any conflicts to the Engineer.
 - d. Multiple Units: When two or more units of materials or equipment of the same type or class are required, these units shall be products of one manufacturer.
 - e. Assembled Units: Manufacturers of equipment assemblies, which use components made by others, assume complete responsibility for the final assembled product.
 - f. Nameplates: Nameplate bearing manufacturer's name or identifiable trademark shall be securely affixed in a conspicuous place on equipment, or name or trademark cast integrally with equipment, stamped or otherwise permanently marked on each item of equipment.
4. Equipment Service Organizations:

- a. HVAC: Products and systems shall be supported by service organizations that maintain a complete inventory of repair parts and are located within 50 miles to the site.
5. Execution (Installation, Construction) Quality:
 - a. Apply and install all items in accordance with manufacturer's written instructions. Refer conflicts between the manufacturer's instructions and the contract drawings and specifications to the Engineer for resolution. Provide written hard copies or computer files of manufacturer's installation instructions to the Engineer at least two weeks prior to commencing installation of any item. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations is a cause for rejection of the material.
6. Upon request by Government, provide lists of previous installations for selected items of equipment. Include contact persons who will serve as references, with telephone numbers and e-mail addresses.

D. Submittals:

- a. Product Data: For each type of product indicated.
- b. Contractor shall make all necessary field measurements and investigations to assure that the equipment and assemblies will meet contract requirements.
- c. If equipment is submitted which differs in arrangement from that shown, provide drawings that show the rearrangement of all associated systems. Approval will be given only if all features of the equipment and associated systems, including accessibility, are equivalent to that required by the contract.
- d. Prior to submitting shop drawings for approval, contractor shall certify in writing that manufacturers of all major items of equipment have each reviewed drawings and specifications, and have jointly coordinated and properly integrated their equipment and controls to provide a complete and efficient installation.
- e. Submittals and shop drawings for interdependent items, containing applicable descriptive information, shall be furnished together and complete in a group. Coordinate and properly integrate materials and equipment in each group to provide a completely compatible and efficient.
- f. Layout Drawings:
 - 1) Submit complete consolidated and coordinated layout drawings for all new systems.
 - 2) The drawings shall include plan views, elevations and sections of all systems and shall be on a scale of not less than 1:32 (3/8-inch equal to one foot). Clearly identify and dimension the proposed locations of the principal items of equipment. The drawings shall clearly show locations and adequate clearance for all equipment, piping, valves, control panels and other items. Show the access means for all items requiring access for operations and maintenance. Provide detailed layout drawings of all piping and duct systems.
 - 3) Do not install equipment foundations, equipment or piping until layout drawings have been approved.
 - 4) In addition, for HVAC systems, provide details of the following:
 - a) Mechanical equipment rooms.
 - b) Hangers, inserts, supports, and bracing.
 - c) Pipe sleeves.
 - d) Duct or equipment penetrations of floors, walls, ceilings, or roofs.

- g. Manufacturer's Literature and Data: Submit under the pertinent section rather than under this section.
 - 1) Submit electric motor data and variable speed drive data with the driven equipment.
 - 2) Equipment and materials identification.
 - 3) Fire-stopping materials.
 - 4) Hangers, inserts, supports and bracing. Provide load calculations for variable spring and constant support hangers.
 - 5) Wall, floor, and ceiling plates.
- h. HVAC Maintenance Data and Operating Instructions:
 - 1) Maintenance and operating manuals in accordance with Section 01 00 00, GENERAL REQUIREMENTS, Article, INSTRUCTIONS, for systems and equipment.
 - 2) Provide a listing of recommended replacement parts for keeping in stock supply, including sources of supply, for equipment. Include in the listing belts for equipment: Belt manufacturer, model number, size and style, and distinguished whether of multiple belt sets.
- i. Provide copies of approved HVAC equipment submittals to the Testing, Adjusting and Balancing Subcontractor.

E. DELIVERY, STORAGE AND HANDLING

1. Protection of Equipment:

- a. Equipment and material placed on the job site shall remain in the custody of the Contractor until phased acceptance, whether or not the Owner has reimbursed the Contractor for the equipment and material. The Contractor is solely responsible for the protection of such equipment and material against any damage.
- b. Place damaged equipment in first class, new operating condition; or, replace same as determined and directed by the Engineer. Such repair or replacement shall be at no additional cost to the Owner.
- c. Protect interiors of new equipment and piping systems against entry of foreign matter. Clean both inside and outside before placing equipment in operation.

2. Cleanliness of Piping and Equipment Systems:

- a. Exercise care in storage and handling of equipment and piping material to be incorporated in the work. Remove debris arising from cutting, threading and welding of piping.
- b. Piping systems shall be flushed, blown or pigged as necessary to deliver clean systems.
- c. Contractor shall be fully responsible for all costs, damage, and delay arising from failure to provide clean systems.

PART 2 - PRODUCTS

2.1 FACTORY-ASSEMBLED PRODUCTS

- A. Provide maximum standardization of components to reduce spare part requirements.

- B. Manufacturers of equipment assemblies that include components made by others shall assume complete responsibility for final assembled unit.
- C. All components of an assembled unit need not be products of same manufacturer.
- D. Constituent parts that are alike shall be products of a single manufacturer.
- E. Components shall be compatible with each other and with the total assembly for intended service.
- F. Contractor shall guarantee performance of assemblies of components, and shall repair or replace elements of the assemblies as required to deliver specified performance of the complete assembly.
- G. Components of equipment shall bear manufacturer's name and trademark, model number, serial number and performance data on a name plate securely affixed in a conspicuous place, or cast integral with, stamped or otherwise permanently marked upon the components of the equipment.
- H. Major items of equipment, which serve the same function, must be the same make and model. Exceptions will be permitted if performance requirements cannot be met.
- I.

2.2 EQUIPMENT AND MATERIALS IDENTIFICATION

- A. Use symbols, nomenclature and equipment numbers specified, shown on the drawings and shown in the maintenance manuals.
- B. Interior (Indoor) Equipment: Engraved nameplates, with letters not less than 3/16 inch high rigid black plastic with white letters permanently fastened to the equipment.
- C. Exterior (Outdoor) Equipment: Brass nameplates, with engraved black filled letters, not less than 3/16 inch high riveted or bolted to the equipment.
- D. Control Items: Label all temperature and humidity sensors, controllers and control dampers. Identify and label each item as they appear on the control diagrams.
- E. Valve Tags and Lists:
 - 1. HVAC: Provide for all valves.
 - 2. Valve tags: Engraved black filled numbers and letters not less than 1/2 inch high for number designation, and not less than 1/4 inch for service designation on 19 gage 1 1/2 inches round brass disc, attached with brass "S" hook or brass chain.
 - 3. Printed plastic coated card(s), 8 1/2 inches by 11 inches showing tag number, valve function and area of control, for each service or system. Punch sheets for a 3 ring notebook.
 - 4. Provide detailed plan for each floor of the building indicating the location and valve number for each valve. Identify location of each valve with a color coded thumb tack in ceiling.

2.3 PERFORMANCE REQUIREMENTS

A. Hangers and Supports for Plumbing Piping Equipment:

1. Structural Performance: Hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
 - a. Design supports for multiple pipes capable of supporting combined weight of supported systems, and system contents.
 - b. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
 - c. Design seismic-restraint hangers and supports for piping and equipment and obtain approval from authorities having jurisdiction.

2.4 SLEEVES AND SLEEVE SEALS

- A. Galvanized-Steel Pipe Sleeves: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.

2.5 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.

2.6 HANGERS AND SUPPORTS FOR HVAC

- A. Hangers Supporting Multiple Pipes (Trapeze Hangers): Galvanized, cold formed, lipped steel channel horizontal member, not less than 1 5/8 inches by 1 5/8 inches, No. 12 gage, designed to accept special spring held, hardened steel nuts.

1. Allowable hanger load: Manufacturers rating less 91kg (200 pounds).
2. Guide individual pipes on the horizontal member of every other trapeze hanger. Provide insulation shield, or pre-insulated shield for insulated piping at each hanger.
3. Fastener Systems:
 - a. Verify suitability of fasteners in this article for use in lightweight concrete or concrete slabs less than 4 inches thick.
 - b. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
 - c. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
 - d. Attachment to Wood Construction: Wood screws or lag bolts.

- B. Copper Tube:

1. Hangers, clamps and other support material in contact with tubing shall taped with non adhesive isolation tape to prevent electrolysis.
2. For vertical runs use plastic coated riser clamps.

3. Insulated Lines: Provide pre-insulated shields sized for copper tube.

C. Miscellaneous Materials:

1. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.
2. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
 - a. Properties: Nonstaining, noncorrosive, and nongaseous.
 - b. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 ARRANGEMENT AND INSTALLATION OF EQUIPMENT AND PIPING

- A. Coordinate location of piping, sleeves, inserts, hangers, ductwork and equipment. Locate piping, sleeves, inserts, hangers, ductwork and equipment clear of windows, doors, openings, light outlets, and other services and utilities. Prepare equipment layout drawings to coordinate proper location and personnel access of all facilities. Submit the drawings for review as required by Part 1. Follow manufacturer's published recommendations for installation methods not otherwise specified.
- B. Operating Personnel Access and Observation Provisions: Select and arrange all equipment and systems to provide clear view and easy access, for maintenance and operation of all devices including, but not limited to: all equipment items, valves, filters, strainers, transmitters, sensors, control devices. All gages and indicators shall be clearly visible by personnel standing on the floor or on permanent platforms. Do not reduce or change maintenance and operating space and access provisions that are shown on the drawings.
- C. Equipment and Piping Support: Coordinate structural systems necessary for pipe and equipment support with pipe and equipment locations to permit proper installation.
- D. Location of pipe sleeves, trenches and chases shall be accurately coordinated with equipment and piping locations.
- E. Cutting Holes:
 1. Locate holes to avoid interference with structural members. Holes shall be laid out in advance. If the Contractor considers it necessary to drill through structural members, this matter shall be referred to Engineer for approval.
 2. Do not penetrate membrane waterproofing.
- F. Minor Piping: Generally, small diameter pipe runs from drips and drains, water cooling, and other service are not shown but must be provided.
- G. Protection and Cleaning:

1. Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items in the opinion of the Engineer, shall be replaced.
 2. Protect all finished parts of equipment, such as shafts and bearings where accessible, from rust prior to operation by means of protective grease coating and wrapping. Close pipe openings with caps or plugs during installation. Tightly cover and protect fixtures and equipment against dirt, water chemical, or mechanical injury. At completion of all work thoroughly clean fixtures, exposed materials and equipment.
- H. Servicing shall not require dismantling adjacent equipment or pipe work.
- I. Switchgear/Electrical Equipment Drip Protection: Every effort shall be made to eliminate the installation of pipe above electrical and telephone switchgear.
- J. Inaccessible Equipment:
1. Where the Owner determines that the Contractor has installed equipment not conveniently accessible for operation and maintenance, equipment shall be removed and reinstalled or remedial action performed as directed at no additional cost to the Owner.
 2. The term "conveniently accessible" is defined as capable of being reached without the use of ladders, or without climbing or crawling under or over obstacles such as motors, fans, pumps, belt guards, transformers, high voltage lines, piping, and ductwork.

3.2 GENERAL PIPING INSTALLATIONS

- A. Install piping free of sags and bends.
- B. Sleeves:
1. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.
 2. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.
 - a. Using grout, seal the space outside of sleeves in slabs and walls without sleeve-seal system.
 3. Exterior Wall, Pipe Penetrations: Mechanical sleeve seals installed in steel or cast-iron pipes for wall sleeves.
- C. Install unions at final connection to each piece of equipment.
- D. Install dielectric unions and flanges to connect piping materials of dissimilar metals in gas piping.

3.3 HANGERS AND SUPPORTS

- A. Comply with MSS SP-69 and MSS SP-89. Install building attachments within concrete or to structural steel.

- B. Install hangers and supports to allow controlled thermal and seismic movement of piping systems.
- C. Install powder-actuated fasteners and mechanical-expansion anchors in concrete after concrete is cured. Do not use in lightweight concrete or in slabs less than 4 inches thick.
- D. Load Distribution: Install hangers and supports so piping live and dead loading and stresses from movement will not be transmitted to connected equipment.

3.4 GENERAL EQUIPMENT INSTALLATIONS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

3.5 IDENTIFICATION SIGNS

- A. Provide laminated plastic signs, with engraved lettering not less than 5 mm 3/16-inch high, designating functions, for all equipment, switches, motor controllers, relays, meters, control devices, including automatic control valves. Nomenclature and identification symbols shall correspond to that used in maintenance manual, and in diagrams specified elsewhere. Attach by chain, adhesive, or screws.
- B. Factory Built Equipment: Metal plate, securely attached, with name and address of manufacturer, serial number, model number, size, performance.

END OF SECTION 23 0500

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

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Certified TAB reports.
2. Documentation of work performed per ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
3. Documentation of work performed per ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

B. TAB Firm Qualifications: AABC OR NEBB certified.

C. TAB Report Forms: Standard TAB contractor's forms approved by Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
- B. Examine the approved submittals for HVAC systems and equipment.
- C. Examine systems for installed balancing devices, such as manual volume dampers. Verify that locations of these balancing devices are accessible.
- D. Examine system and equipment installations and verify that field quality-control testing, clearing, and adjusting specified in individual Sections have been performed.
 1. Integrity of dampers and valves for free and full operation and for tightness of fully closed and fully open positions.
- E. Report deficiencies discovered before and during performance of test and balance procedures.

3.2 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and in this Section.

- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish.
- C. Mark equipment and balancing devices, including damper-control positions with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.3 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare schematic diagrams of systems' "as-built" duct layouts.
- B. Determine the best locations in main and branch ducts for accurate duct airflow measurements.
- C. Check for airflow blockages.
- D. Check for proper sealing of air duct system.

3.4 TOLERANCES

- A. Set HVAC system airflow and water flow rates within the following tolerances:
 - 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 5 percent.
 - 2. Air Outlets and Inlets: Plus or minus 10 percent.

END OF SECTION 23 0593

SECTION 23 07 00-HVAC INSULATION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.
2. For adhesives and sealants, documentation including printed statement of VOC content.

B. Quality Assurance: Labeled with maximum flame-spread index of 25 and maximum smoke-developed index of 50 according to ASTM E 84.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics:

1. Indoor Insulation and related materials: To be factory labeled designating maximum flame-spread index of 25 or less, and smoke-developed index of 50 or less according to ASTM E 84.

2.2 PIPING INSULATION MATERIALS

- A. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- B. Flexible Elastomeric: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.
- C. Thermal Conductivity: 0.25 Btu/Hr./SF/Inch at 75 degrees F at 1" thickness.
- D. Surface Burning Characteristics: Flame Spread=25, Smoke Developed=50

2.3 DUCT INSULATION MATERIALS

- A. Insulate concealed supply and return air ductwork with fiberglass duct wrap bonded with resins, 1.5 pcf density, aluminum foil facing reinforced with fiberglass scrim, laminated to Kraft, 2" thick.
 1. Thermal Conductivity: 0.25 Btu/Hr./SF/Inch at 75 degrees F. Min. installed "R" value w/ 25% compression shall be R-8.

2. Surface Burning Characteristics: Flame Spread=25, Smoke Developed=50

2.4 PIPE INSULATION SUPPORT SYSTEM

- A. Provide wood dowel pipe insulation supports at each support location.
- B. Support shall have PVC adhesive disc to adhere to the insulation and retain vapor barrier.
- C. Wherever pipe insulation passes through a hanger location, install the insulation support system. The length of the insulation support must be the same length as the pipe insulation thickness. Follow manufacturer's recommendations for supports needed.

PART 3 - EXECUTION

3.1 INSULATION INSTALLATION

- A. Comply with requirements of the Midwest Insulation Contractors Association's "National Commercial & Industrial Insulation Standards" for insulation installation on pipes and equipment.
- B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- C. Install duct insulation tightly butted. Tape all joints with pressure sensing tape.
- D. Seal all piping insulation joints and seams with adhesive to create a vapor barrier around the pipe.

3.2 DUCT AND PLENUM INSULATION SCHEDULE

- A. Ducts Requiring Insulation:
 1. Concealed Supply Air Ductwork: 2 inch thick

3.3 HVAC PIPING INSULATION SCHEDULE

- A. Refrigerant Suction and Hot-Gas Flexible Tubing: Insulation shall be the following:
 1. Flexible Elastomeric: 3/4 inch thick.
- B. Condensate Piping:
 1. Flexible Elastomeric: 1/2 inch thick.

END OF SECTION 23 0700

SECTION 23 08 00-COMMISSIONING OF HVAC SYSTEMS

PART 1 - GENERAL

1.1 DESCRIPTION

The requirements of this Section apply to all sections of Division 23.

1.2 SUMMARY

This Section includes requirements for commissioning the Facility exterior closure related subsystems and related equipment.

1.5 COMMISSIONED SYSTEMS

- A. Commissioning of a system or systems specified in Division 23 is part of the construction process. Documentation and testing of these systems, as well as training of the Owner's Operation and Maintenance personnel is required in cooperation with the Owner

1.6 SUBMITTALS

- A. The commissioning process requires review of selected Submittals that pertain to the systems to be commissioned. The Contractor will provide a list of submittals that will be reviewed by the Engineer. This list will be reviewed and approved by the Owner prior to forwarding to the Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CONSTRUCTION INSPECTIONS

- A. Commissioning of HVAC systems will require inspection of individual elements of the HVAC systems construction throughout the construction period.
- B. The Contractor shall coordinate with the Engineer to schedule HVAC systems inspections as required to support the Commissioning Process.

3.2 PRE-FUNCTIONAL CHECKLISTS

- A. The Contractor shall complete Pre-Functional Checklists to verify systems, subsystems, and equipment installation is complete and systems are ready for Systems Functional Performance Testing.

- B. The Contractor will prepare Pre-Functional Checklists to be used to document equipment installation. The Contractor shall complete the checklists. Completed checklists shall be submitted to the Owner and Engineer for review. The Engineer may spot check a sample of completed checklists. If the Engineer determines that the information provided on the checklist is not accurate, the Engineer will return the marked-up checklist to the Contractor for correction and resubmission. If the Engineer determines that a significant number of completed checklists for similar equipment are not accurate, the Engineer will select a broader sample of checklists for review. If the Engineer determines that a significant number of the broader sample of checklists is also inaccurate, all the checklists for the type of equipment will be returned to the Contractor for correction and resubmission.

3.3 CONTRACTORS TESTS

- A. Contractor tests shall be scheduled and documented. All testing shall be incorporated into the project schedule. Contractor shall provide no less than 7 calendar days' notice of testing. The Engineer will witness selected Contractor tests at the sole discretion of the Engineer. Contractor tests shall be completed prior to scheduling Systems Functional Performance Testing.

3.4 SYSTEMS FUNCTIONAL PERFORMANCE TESTING:

- A. The Commissioning Process includes Systems Functional Performance Testing that is intended to test systems functional performance under steady state conditions, to test system reaction to changes in operating conditions, and system performance under emergency conditions.
- B. The Contractor will prepare detailed Systems Functional Performance Test procedures for review and approval by the Engineer. The Contractor shall review and comment on the tests prior to approval.

- C. The Contractor shall provide the required labor, materials, and test equipment identified in the test procedure to perform the tests. The Engineer will witness and document the testing. The Contractor shall sign the test reports to verify tests were performed.

3.5 TRAINING OF PERSONNEL

- A. Training of the operation and maintenance personnel is required in cooperation with the Owner and Engineer.
- B. Provide competent, factory authorized personnel to provide instruction to operation and maintenance personnel concerning the location, operation, and troubleshooting of the installed systems.
- C. Contractor shall submit training agendas and trainer resumes. The instruction shall be scheduled in coordination with the Owner after submission and approval of formal training plans.

3.6 OPERATION AND MAINTENANCE MANUALS

- A. Provide (3) hard copies in binders and (1) disc containing Adobe PDF file containing the following:
1. Installation, Operation and Maintenance manuals.
 2. Include all valve charts
 3. Filter size list
 4. Recommended spare parts

END SECTION 23 0800

SECTION 23 11 26-FACILITY LIQUEFIED-PETROLEUM GAS PIPING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.
2. Seismic qualification certificates.

B. Comply with NFPA 58 and with International Fuel Gas Code.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Minimum Operating-Pressure Ratings:

1. Piping and Valves Containing Only Vapor: 125 psig minimum unless otherwise indicated.

2.2 PIPES, TUBES, AND FITTINGS

A. Steel Pipe: ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.

1. Malleable-Iron Threaded Fittings: ASME B16.3, Class 150, standard pattern.
2. Wrought-Steel Welding Fittings: ASTM A 234/A 234M for butt welding and socket welding.
3. Unions: ASME B16.39, Class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends.
4. Protective Coating for Underground Piping: Factory-applied, three-layer coating of epoxy, adhesive, and PE.

B. Corrugated, Stainless-Steel Tubing: Comply with ANSI/IAS LC 1; include flame-retardant polyethylene coating, copper-alloy threaded ends, and striker plates.

C. Drawn-Temper Copper Tube: ASTM B 88, Type L, water tube, with streamline, wrought-copper fittings and brazed joints.

1. Brazing Filler Metals: AWS A5.8/A5.8M, with melting point greater than 1000 deg F, and not more than 0.05 percent phosphorus.

D. PE Pipe: ASTM D 2513, SDR 11.

1. PE Fittings: ASTM D 2683, socket-fusion type or ASTM D 3261, butt-fusion type with dimensions matching PE pipe.
2. PE Transition Fittings: Factory-fabricated fittings with PE pipe complying with ASTM D2513, SDR 11 and steel pipe complying with ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.

2.3 SPECIALTIES

- A. Flexible Piping Joints: Stainless-steel bellows with woven, flexible, bronze, wire-reinforcing protective jacket; approved for LPG service. Minimum working pressure of 250 psig and 250 deg F operating temperature.
- B. Appliance Flexible Connectors:
 1. Indoor, Fixed-Appliance Flexible Connectors: Comply with ANSI Z21.24.
 2. Indoor, Movable-Appliance Flexible Connectors: Comply with ANSI Z21.69.
 3. Outdoor, Appliance Flexible Connectors: Comply with ANSI Z21.75.
 4. Corrugated stainless-steel tubing with polymer coating.
- C. Strainers: ASTM A 126, Class B, cast-iron body, Y-pattern, full size of connecting piping, CWP rating of 125 psig. Include 40-mesh startup strainer, and perforated stainless-steel basket.
- D. Detectable Warning Tape: PE film warning tape 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection; colored yellow.

2.4 VALVES

1. CWP Rating: 125 psig.
- B. One-Piece, Bronze Ball Valve with Bronze Trim: MSS SP-110.
 1. Body: Bronze, complying with ASTM B 584.
 2. Ball: Chrome-plated brass.
 3. Stem: Bronze; blowout proof.
 4. Seats: Reinforced TFE; blowout proof.
 5. Packing: Separate packnut with adjustable stem packing threaded ends.
 6. CWP Rating: 600 psig .
 7. Listing: Valves 1" and smaller shall be listed and labeled by an NRTL acceptable to authorities having jurisdiction.
 8. Service: Suitable for natural-gas service with "WOG" indicated on valve body.
- C. PE Ball Valves: Comply with ASME B16.40.
- D. Valve Boxes: Cast iron, two sections, with base to fit over valve and barrel a minimum of 5 inches in diameter and cover with "GAS" lettering.

PART 3 - EXECUTION

3.1 OUTDOOR PIPING INSTALLATION

- A. Comply with requirements in Section 230500 "Common Work Results for HVAC" for basic piping installation requirements.
- B. Install underground, LPG piping buried at least 36 inches below finished grade.
 - 1. If LPG piping is installed less than 36 inches below finished grade, install it in containment conduit.
- C. Install underground, PE, LPG piping according to ASTM D 2774.
- D. Install shutoff valve, downstream from gas regulator, outside building at gas service entrance.
- E. Install wall penetration system at each service pipe penetration through foundation wall. Make installation watertight. Comply with requirements in Section 230500 "Common Work Results for HVAC" for wall penetration systems.
- F. Install pressure gage downstream from each service regulator. Pressure gages are specified in Section 230500 "Common Work Results for HVAC."

3.2 INDOOR PIPING INSTALLATION

- A. Comply with requirements in Section 230500 "Common Work Results for HVAC" for basic piping installation requirements.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- C. Install escutcheons at penetrations of interior walls, ceilings, and floors.
- D. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements in Section 078413 "Penetration Firestopping."
- E. Install LPG piping at uniform slope of 2 percent down toward drip and sediment traps.
- F. Use eccentric reducer fittings to make reductions in pipe sizes. Install fittings with level side down.
- G. Connect branch piping from top or side of horizontal piping.
- H. Install unions in pipes 2" and smaller, adjacent to each valve, at final connection to each piece of equipment. Unions are not required at flanged connections.
- I. Install strainer on inlet of each line pressure regulator and automatic or electrically operated valve.

- J. Connect gas piping to equipment and appliances with shutoff valves and unions. Install gas valve upstream from and within 72 inches of each appliance using gas. Install union or flanged connections downstream from valves.
- K. Extend relief vent connections for service regulators, line regulators, and overpressure protection devices to the outdoors and terminate with weatherproof vent cap.
- L. Do not use LPG piping as grounding electrode.

3.3 PIPING JOINT CONSTRUCTION

- A. Threaded Joints: Thread pipe with tapered pipe threads complying with ASME B1.20.1.
- B. Joints in Steel Piping with Protective Coating: Apply joint cover kits to pipe after joining to cover, seal, and protect joints.
- C. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter.
- D. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
 - 1. Plain-End Pipe and Fittings: Use butt fusion.
 - 2. Plain-End Pipe and Socket Fittings: Use socket fusion.

3.4 VALVE INSTALLATION

- A. Install manual gas shutoff valve for each gas appliance ahead of corrugated stainless-steel tubing, aluminum, or copper connector.
- B. Install underground valves with valve boxes.
- C. Install regulators and overpressure protection devices with maintenance access space adequate for servicing and testing.
- D. Install anode for metallic valves in underground PE piping.

3.5 OUTDOOR PIPING SCHEDULE

- A. Underground, LPG vapor piping shall be the following:
 - 1. PE pipe and fittings joined by heat-fusion, or mechanical couplings; service-line risers with tracer wire terminated in an accessible location.
- B. Aboveground, LPG vapor piping shall be the following:
 - 1. Steel pipe with malleable-iron fittings and threaded joints.

3.6 INDOOR PIPING SCHEDULE

- A. Aboveground, branch piping 1" and smaller shall be one of the following:
 - 1. Annealed-temper copper tube with wrought-copper fittings and brazed joints.
 - 2. Steel pipe with malleable-iron fittings and threaded joints.
- B. Aboveground, distribution piping shall be one of the following:
 - 1. Steel pipe with malleable-iron fittings and threaded joints.
 - 2. Drawn-temper copper tube with wrought-copper fittings and brazed joints.

3.7 ABOVEGROUND MANUAL GAS SHUTOFF VALVE SCHEDULE

- A. Aboveground Liquid Piping:
 - 1. Two-piece, full-port, bronze ball valves with bronze trim.
- B. Valves pipe sizes 2" and smaller shall be one of the following:
 - 1. One-piece, bronze ball valve with bronze trim.
 - 2. Two-piece, full-port, bronze ball valves with bronze trim.
- C. Valves in branch piping for single appliance shall be one of the following:
 - 1. One-piece, bronze ball valve with bronze trim.
 - 2. Two-piece, full-port, bronze ball valves with bronze trim.

END OF SECTION 231126

SECTION 23 23 00-REFRIGERANT PIPING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of valve and refrigerant piping specialty indicated. Include pressure drop based on manufacturer's test data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME B31.5, "Refrigerant Piping," and with ASHRAE 15, "Safety Code for Mechanical Refrigeration."

2.2 TUBES AND FITTINGS

- A. Copper Tube: ASTM B 88, Types K and L and ASTM B 280, Type ACR.
- B. Solder Filler Metals: ASTM B 32. Use 95-5 tin antimony or alloy HB solder to join copper socket fittings on copper pipe.
- C. Brazing Filler Metals: AWS A5.8.

2.3 VALVES AND SPECIALTIES

- A. Moisture/Liquid Indicators: 500-psig operating pressure, 240 deg F operating temperature; with replaceable, polished, optical viewing window and color-coded moisture indicator.
- B. Refrigerant: ASHRAE 34, R-410A.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with requirements in Section 230500 "Common Work Results for HVAC" for basic piping installation requirements.
- B. Install wall penetration system at each pipe penetration through foundation wall. Make installation watertight. Comply with requirements in Section 230500 "Common Work Results for HVAC" for wall penetration systems.

- C. Install refrigerant piping and charge with refrigerant according to ASHRAE 15.
- D. Insulate suction lines to comply with Section 230700 "HVAC Insulation."
- E. Slope refrigerant piping as follows:
 - 1. Install horizontal suction lines with a uniform slope downward to compressor.
 - 2. Liquid lines may be installed level.
- F. Install thermostatic expansion valves as close as possible to distributors on evaporator coils.
- G. Install moisture/liquid indicators in liquid line at the inlet of the thermostatic expansion valve or at the inlet of the evaporator coil capillary tube.
- H. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.

3.2 PIPING APPLICATIONS FOR REFRIGERANT R-410A

- A. Suction Lines: Copper, ACR and wrought-copper fittings with brazed joints.
- B. Hot-Gas and Liquid Lines: Copper, ACR, and wrought-copper fittings with brazed joints.

END OF SECTION 232300

SECTION 23 31 00-HVAC DUCTS AND CASINGS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. DESCRIPTION

1. Ductwork and accessories for HVAC including the following:
 - a. Supply air, return air, outside air, exhaust, make-up air, and relief systems.
2. Definitions:
 - a. SMACNA Standards as used in this specification means the HVAC Duct Construction Standards, Metal and Flexible.
 - b. Seal or Sealing: Use of liquid or mastic sealant, with or without compatible tape overlay, or gasketing of flanged joints, to keep air leakage at duct joints, seams and connections to an acceptable minimum.
 - c. Duct Pressure Classification: SMACNA HVAC Duct Construction Standards, Metal and Flexible.
 - d. Exposed Duct: Exposed to view in a finished room

B. QUALITY ASSURANCE

1. Fire Safety Code: Comply with NFPA 90A.
2. Duct System Construction and Installation: Referenced SMACNA Standards are the minimum acceptable quality.
3. Duct Sealing, Air Leakage Criteria, and Air Leakage Tests: Ducts shall be sealed as per duct sealing requirements of SMACNA HVAC Air Duct Leakage Test Manual for duct pressure classes shown on the drawings.
4. Duct accessories exposed to the air stream, such as dampers of all types and access openings, shall be of the same material as the duct or provide at least the same level of corrosion resistance.

C. SUBMITTALS

1. Product Data: For each type of product indicated.
2. Documentation indicating that duct systems and accessories comply with ASHRAE 62.1, Section 5 - "Systems and Equipment."
3. Documentation indicating that duct systems comply with ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air Conditioning." and Section 6.4.4 - "HVAC System Construction and Insulation."
4. Documentation of work performed for compliance with ASHRAE 62.1, Section 7.2.4 - "Ventilation System Start-up."
5. For adhesives and sealants, documentation including printed statement of VOC content.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Structural Performance: Duct hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible".
- C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- D. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."
- E. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."
- F. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- G. Comply with UL 181 for ducts and closures.

2.2 DUCTS

- A. Joint and Seam Tape, and Sealant: Comply with UL 181A.
- B. Rectangular Metal Duct Fabrication: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 ACCESSORIES

- A. Volume Dampers: Single-blade and multiple opposed-blade dampers, standard leakage rating, and suitable for horizontal or vertical applications; factory fabricated and complete with required hardware and accessories.
- B. Flexible Ducts: Factory-fabricated, insulated, round duct, with an outer jacket enclosing 1-inch-thick, glass-fiber insulation around a continuous inner liner complying with UL 181, Class 1.

C. FLEXIBLE DUCT CONNECTIONS

Where duct connections are made to fans and air handling units, install a non-combustible flexible connection neoprene coated fiberglass fabric approximately 4 inches wide. Burning characteristics shall conform to NFPA 90A. Securely fasten flexible connections to round ducts with stainless steel or zinc coated iron draw bands with worm gear fastener. For rectangular connections, crimp fabric to sheet metal and fasten sheet metal to ducts by screws 2 inches on center. Fabric shall not be stressed other than by air pressure. Allow at least one inch slack to insure that no vibration is transmitted.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":
1. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
- C. Conceal ducts from view in finished and occupied spaces.
- D. Support ducts to comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 4, "Hangers and Supports."
- E. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- F. Install volume and control dampers in lined duct with methods to avoid damage to liner and to avoid erosion of duct liner.
- G. Seal openings around duct penetrations of floors and fire rated partitions with fire stop material as required by NFPA 90A.
- H. Flexible duct installation: Refer to SMACNA Standards, Chapter 3. Ducts shall be continuous, single pieces not over 1.5 m (5 feet) long (NFPA 90A), as straight and short as feasible, adequately supported. Centerline radius of bends shall be not less than two duct diameters. Make connections with clamps as recommended by SMACNA. Clamp per SMACNA with one clamp on the core duct and one on the insulation jacket. Flexible ducts shall not penetrate floors, or any chase or partition designated as a fire barrier. Support ducts SMACNA Standards.
- I. Where diffusers, registers and grilles cannot be installed to avoid seeing inside the duct, paint the inside of the duct with flat black paint to reduce visibility.
- J. Control Damper Installation:
1. Provide necessary blank off plates required to install dampers that are smaller than duct size. Provide necessary transitions required to install dampers larger than duct size.
 2. Assemble multiple sections dampers with required interconnecting linkage and extend required number of shafts through duct for external mounting of damper motors.
 3. Provide necessary sheet metal baffle plates to eliminate stratification and provide air volumes specified. Locate baffles by experimentation, and affix and seal permanently in place, only after stratification problem has been eliminated.
- K. Install all damper control/adjustment devices on stand-offs to allow complete coverage of insulation.

- L. Protection and Cleaning: Adequately protect equipment and materials against physical damage. Place equipment in first class operating condition, or return to source of supply for repair or replacement, as determined by the Engineer. Protect equipment and ducts during construction against entry of foreign matter to the inside and clean both inside and outside before operation.

END OF SECTION 23 3100

NOT FOR BIDDING PURPOSES

SECTION 23 34 00-HVAC FANS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. QUALITY ASSURANCE

1. Performance ratings: Conform to AMCA standard 211 and 311. Fans must be tested in accordance with ANSI/AMCA Standard 210-99 and AMCA Standard 300-96 in an AMCA accredited laboratory. Fans shall be certified to bear the AMCA label for air and sound performance seal
2. Classification for Spark Resistant Construction Conform to AMCA 99
3. Each fan shall be given a balancing analysis which is applied to wheels at the outside radius. The maximum allowable static and dynamic imbalance is 0.05 ounces (Balance grade of G6.3)
4. Comply with the National Electrical Manufacturers Association (NEMA), standards for motors and electrical accessories
5. The High Wind models shall be analyzed and stamped by a state license P.E. to the ASCE 7-02 Standard which meets the IBC, Florida and Miami-Dade codes
6. Each High Wind model is subject to be certified by a third party to the ASTM E330 Static Pressure Difference Standard
7. All High Wind models shall be analyzed using Computational Fluid Dynamics (CFD). The CFD simulates the flow of high speed (150MPH) winds over the surface of objects
8. The Finite Element Analysis (FEA) is the results from the CFD and it can accurately predict the stress, strain, and deflection resulting from high wind loads

B. DELIVERY, STORAGE, AND HANDLING

1. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly indicating manufacturer, material, products included, and location of installation
2. Storage: Store materials in a dry area indoor, protected from damage, and in accordance with manufacturer's instructions. For long term storage follow manufacturer's Installation, Operations, and Maintenance Manual
3. Handling: Handle and lift fans in accordance with the manufacturer's instructions. Protect materials and finishes during handling and installation to prevent damage. Follow all safety warnings posted by the manufacturer

C. WARRANTY

1. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents

- a) The warranty of this equipment is to be free from defects in material and workmanship for a period of one year from the purchase date. Any units or parts which prove defective during the warranty period will be replaced at the Manufacturer's option when returned to Manufacturer, transportation prepaid.
- b) Motor Warranty is warranted by the motor manufacturer for a period of one year. Should motors furnished by us prove defective during this period, they should be returned to the nearest authorized motor service station.

D. Submittals:

1. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Products shall be licensed to use the AMCA-Certified Ratings Seal.
- B. Power ventilators shall comply with UL 705.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 DIRECT DRIVEN BACKWARD INCLINED CENTRIFUGAL INLINE FANS

A. General Description:

1. Base fan performance at standard conditions (density 0.075 Lb/ft³)
2. Performance capabilities up to 5,000 cubic feet per minute (cfm) and static pressure to 1.75 inches of water gauge
3. Fans are available in thirteen sizes with nominal wheel diameters ranging from 8 inches through 16 inches (60 - 160 unit sizes)
4. Normal operating temperature up to 130 Fahrenheit (54.4 Celsius)
5. Applications include: intake, exhaust, return, or make-up air systems
6. Each fan shall bear a permanently affixed manufacturer's engraved metal nameplate containing the model number and individual serial number

B. Wheel:

1. Non-overloading, backward inclined centrifugal wheel
2. Constructed of aluminum
3. Statically and dynamically balanced in accordance to AMCA Standard 204-05

4. The wheel cone and fan inlet will be matched and shall have precise running tolerances for maximum performance and operating efficiency
5. Single thickness blades are securely riveted or welded to a heavy gauge back plate and wheel cone.

C. Motors:

1. Electronically Commutated Motor
 - a. Motor enclosures: Open type
 - b. Motor to be a DC electronic commutation type motor (ECM) specifically designed for fan applications. AC induction type motors are not acceptable. Examples of unacceptable motors are: Shaded Pole, Permanent Split Capacitor (PSC), Split Phase, Capacitor Start and 3 phase induction type motors.
 - c. Motors are permanently lubricated, heavy duty ball bearing type to match with the fan load and pre-wired to the specific voltage and phase.
 - d. Internal motor circuitry to convert AC power supplied to the fan to DC power to operate the motor.
 - e. Motor shall be speed controllable down to 20% of full speed (80% turndown). Speed shall be controlled by either a potentiometer dial mounted at the motor or by a 0-10 VDC signal.
 - f. Motor shall be a minimum of 85% efficient at all speeds.

D. Housing/Cabinet Construction

1. Construction material: Galvanized
2. Square design constructed of heavy gauge galvanized steel and shall include square duct mounting collars
3. Housing and bearing supports shall be constructed of heavy gauge bolted and welded steel construction to prevent vibration and to rigidly support the shaft and bearing assembly.

E. Housing Supports and Drive Frame:

1. Housing supports are constructed of structural steel with formed flanges
2. Drive frame is welded steel which supports the motor

F. Disconnect Switches:

1. NEMA 1: indoor application no water. Factory standard.
2. Positive electrical shut-off
3. Wired from fan motor to junction box

G. Duct Collars:

1. Square design to provide a large discharge area
2. Inlet and discharge collars provide easy duct connection

H. Options/Accessories:

1. Dampers:
 - a. Type: Motorized
 - b. Galvanized frames with prepunched mounting holes

- c. Balanced for minimal resistance to flow
 - 2. Insulated Housing
 - a. Thickness: 0.5 inches
 - b. For noise reduction and condensation control
 - c. Constructed of fiberglass liner
 - 3. Isolation:
 - a. Neoprene/Rubber Mount: Type 2, (1/4inch to 1/2inch deflection), Steel top plate, base plate embedded in oil resistant neoprene, tapped hole in center.
 - b. Sized to match the weight of each fan
 - 4. Motor Cover:
 - a. Constructed of galvanized steel
 - b. Covers motor and drives for safety
 - c. Standard on unit specified with UL
- I. Accessories:
- 1. Variable-Speed Controller: Solid-state control to reduce speed from 100 to less than 50 percent.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install units with clearances for service and maintenance.
- B. Follow manufacturer's installation instructions for sidewall ventilators.

3.2 ADJUSTING

- A. Adjust exhaust fans to function properly
- B. Adjust Belt Tension
- C. Lubricate bearings
- D. Adjust drive for final system balancing
- E. Check wheel overlap

3.3 CLEANING

- A. Clean as recommended by manufacturer. Do not use material or methods which may damage finish surface or surrounding construction

3.4 PROTECTION

- B. Protect installed product and finished surfaces from damage during construction

- C. Protect installed exhaust fans to ensure that, except for normal weathering, fans will be without damage or deterioration at time of substantial completion

END OF SECTION 23 3423

NOT FOR BIDDING PURPOSES

SECTION 23 37 13-AIR INLETS AND OUTLETS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated, including color charts for factory finishes.

PART 2 - PRODUCTS

2.1 OUTLETS AND INLETS

A. Supply Diffusers (SD):

1. Diffusers shall have steel or aluminum perforated face with 3/16" diameter holes on 1/4" staggered centers and no less than 51% free area.
2. The backpan shall be heavy gauge steel construction with Margin styles and sizes shown per plans. The depth of the backpan must allow full adjustment of the curved blade deflectors.
3. The perforated face must be hinged to the backpan to provide access for the pattern control adjustment and also be removable for cleaning.
4. Finish shall be white (WH) electrocoat finish. The finish shall be an anodic acrylic paint, baked at 315°F for 30 minutes with a pencil hardness of HB to H.
5. The manufacturer shall provide published performance data tested in accordance with ANSI/ASHRAE Standard 70-1991 at isothermal conditions
6. Manufacturers:
 - a. Tuttle & Bailey.
 - b. Price Industries.
 - c. Titus.

B. Supply Grilles (SG-1) & Exhaust Grilles (EG-1)

1. Aluminum single deflection supply grille shall have horizontal blades. The grille shall have individually adjustable blades on 3/4" centers.
2. Construction shall consist of extruded aluminum blades and an extruded aluminum frame with a 1-1/4" wide margin on all sides with mitered corners. The grille shall be available with countersunk screw holes for a clean, unobtrusive appearance.
3. The finish shall be the baked White

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install diffusers, registers, and grilles level and plumb.
- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel unless otherwise indicated. Where architectural features or other items conflict with installation, notify Engineer for a determination of final location.
- C. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 23 3713

NOT FOR BIDDING PURPOSES

SECTION 23 54 00-FURNACES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.
2. Documentation indicating that units comply with ASHRAE 62.1, Section 5 - "Systems and Equipment."
3. For solvent cements and adhesive primers, documentation including printed statement of VOC content.

- B. Warranties: Submit a written warranty executed by manufacturer agreeing to repair or replace furnaces that fail in materials or workmanship within 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

B. ASHRAE Compliance:

1. Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
2. Minimum Efficiency: Comply with ASHRAE/IESNA 90.1.

2.2 GAS-FIRED FURNACES, CONDENSING

A. Manufacturers:

1. Johnson Controls/York International Corp.
2. Carrier Corporation
3. Trane

- B. Comply with AGA Z21.47 and NFPA 54, and bear AGA label.

1. Type of Gas: Propane.
2. Fan Motor: Modulating ECM
3. Heat Exchanger: Tubular aluminized steel primary heat exchanger with stainless-steel tube/aluminum fin secondary heat exchanger

4. Burner Controls: Electronic hot surface ignition modulating gas valve, modulating inducer and modulating circulator blower. Modulating operation from 100% to 35% input in 100 increments with nearly constant temperature rise .
5. Automatic Controls: Solid-state board to delay fan start and shutdown.
6. Configuration: Multi-position
7. Heating Capacity: As scheduled.
8. Cooling Capacity: As scheduled.
9. Accessories:
 - a. Condensate neutralization kit
 - b. Concentric vent kit.

2.3 ACCESSORIES

- A. Filters: 2" MERV 8 type in sheet metal rack.

2.4 REFRIGERATION COMPONENTS

- A. Evaporator Coil: Comply with ARI 210/240. Match size with furnace. Match remote condensing unit specified in Section 236200 "Packaged Compressor and Condenser Units" with type, capacity, pressure-drop ratings, restricted distributor, or expansion valve. Include condensate drain pan with drain outlet.
- B. Evaporator Coil Enclosure: As required to suit furnace and cooling coil. Steel cabinet with access panel and flanges for integral mounting at or on furnace cabinet. Thermally insulated with foil faced insulation.
- C. Evaporator coil drain pan: Rust proof plastic.
- D. TXV Kits

2.5 CONTROLS

- A. Thermostat: 24-V ac, 7-Day Programmable, Communicating Thermostats, microprocessor-based, wall-mounted unit with automatic switching from heating to cooling, heat anticipator, minimum four temperature presets selectable by day and time, and battery backup protection of program settings against power failure.
- B. Supplemental Heat Control: Outdoor thermostat to allow furnace operation as supplemental heat at 40 degree outdoor-air temperature.
- C. GF-2: Enthalpy economizer kit consisting of controller, sensors, actuators and dampers. Manufactured by Belimo or Honeywell
- D. GF-3: CO2 Sensor and modulating outside air damper.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install and connect gas-fired furnaces and associated fuel and vent features and systems according to NFPA 54, applicable local codes and regulations, and manufacturer's written installation instructions.
- B. Install oil-fired furnaces and associated fuel and vent piping according to NFPA 31.
- C. Vents, Outside-Air Pipe Connections, and Drains: Install vent terminal designed to protect against birds, insects, and dirt.
- D. Connect condensate drains to indirect waste using PVC drainage piping. Extend to nearest equipment drain or floor drain. Construct vented, deep trap at connection to drain pan and install cleanouts at changes in direction. Terminate to suit local code requirements.
- E. Suspended Units: Suspend from structure using threaded rods, spring hangers, and building attachments. Secure rods to unit hanger attachments. Adjust hangers so unit is level and plumb.
- F. Base-Mounted Units: Secure units to substrate. Provide optional bottom closure base where installation conditions require.
- G. Controls: Install thermostats and humidistats adjacent to light switches at approximately 60 inches above finished floor.

END OF SECTION 235400

SECTION 23 62 00-PACKAGED COMPRESSOR AND CONDENSER UNITS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.
2. Documentation indicating that units comply with applicable requirements in ASHRAE/IESNA 90.1.

- B. Warranties: Submit a written warranty, signed by manufacturer, agreeing to repair or replace components that fail within five years after Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Verify performance according to ARI 210/240.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with ASHRAE 15.
- D. ASHRAE/IESNA 90.1-2004 Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

2.2 AIR-COOLED HEAT PUMP UNITS

- A. Description: Factory assembled and tested, air cooled; consisting of compressors, condenser coils, fans, motors, reversing valve, refrigerant reservoirs, and operating controls.
1. Manufacturers:
 - a. Johnson Controls/York
 - b. Carrier Corporation
 - c. Trane
 2. Compressor: Hermetically sealed and isolated for vibration. Include thermal-, current-, and temperature-sensitive overload devices, start capacitor, relay, and contactor.
 3. Refrigerant Charge: R-410A
 4. Condenser Coil: Copper-tube, aluminum-fin coil, with liquid sub-cooler.
 5. Condenser Fan: Direct-drive, swept wing fan; with permanently lubricated motor with thermal-overload protection.
 6. Accessories: Include the following:

- a. Valves for service and charging.
- b. Factory installed filter-drier.
- c. High- and low-pressure safety switches.
- d. Crankcase heater.
- e. Automatic reset timer to prevent compressor rapid cycle.
- f. Reversing valve.
- g. Defrost control sequence.

2.3 WARRANTY

- A. Provide extended 10 Year limited parts warranty.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install units level and plumb. Maintain recommended clearances.
- B. Install ground-mounted units on 4-inch thick, reinforced-concrete base. Anchor unit to base using inserts or anchor bolts.
- C. Install electrical devices according to NFPA 70.

END OF SECTION 236200

NOT FOR BIDDING PURPOSES

SECTION 26 04 99
COMMON WORK RESULTS FOR MECHANICAL & ELECTRICAL

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. Refer specifically to DIVISION 00 for PROCUREMENT AND CONTRACT REQUIREMENTS.
- B. Refer specifically to DIVISION 01 for GENERAL REQUIREMENTS.
- C. Electrical Contractors are bound by provisions of Conditions as described above.
- D. Two (2) Contractors will be covered by these General Requirements.
 - 1. Electrical.
 - 2. Mechanical
- E. For simplicity, these Sub-Contracts and Sub-Contractors will be referred to further herein as the Electrical Contracts or Contractors.

1.02 DRAWINGS AND SPECIFICATIONS

- A. It is the intent of the specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.
- B. Any apparatus, machinery, small items not mentioned in detail which may be found necessary to complete or perfect any portion of the installation in a substantial manner and in compliance with the requirements stated, implied or intended shall be furnished without extra cost to the Owner. This shall include all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and installed by the Electrical Contractors.
- C. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.
- D. In the case of a conflict between the specifications and the drawings, not clarified by addendum, the better quality or greater quantity shall be provided without exception. If determined during construction that the lesser quality product is required by the Engineer, a credit change order will be obtained for the difference in cost.

- E. Any work called for in the specifications, but not mentioned or shown on the drawings, or called for on the drawings, but not mentioned in the specifications, shall be furnished as though called for in both.
- F. When any device or part of equipment is herein referred to in the singular number, such as "the motor" such reference shall be deemed to apply to as many such devices as required to complete the installation.
- G. The term "Provide" shall mean "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" shall mean to obtain and deliver on the job for installation by other trades.

1.03 LAWS, ORDINANCES, REGULATIONS AND PERMITS

- A. The entire Electrical Systems in all and or part shall conform to all pertinent laws, ordinances and regulations of all bodies having jurisdiction, notwithstanding anything in these drawings or specifications to the contrary.
- B. Each Contractor shall pay all fees and obtain and pay for all permits and inspections required by any authority having jurisdiction in connection with their work.
- C. Electrical work shall comply with the requirements of the National Electrical Code, National Electric Safety Code, NFPA and other boards and departments having local jurisdiction. Electrical Contractor shall obtain and pay for Certifications of Inspection by an authorized Electrical Inspection Agency and by local, municipal and state approving agencies.

1.04 CONNECTIONS TO UTILITIES

- A. Apply for and obtain services from Utility Companies and municipalities. All charges for which Utility Companies and municipalities must be reimbursed shall be paid for by the respective Contractor at no additional cost to the Owner.

1.05 TESTS

- A. The following requirements are supplementary to tests specified for individual equipment or systems in Electrical work sections.
 - 1. Give written notice of date of test in ample time to all concerned.
- B. Concealed work shall remain uncovered until all required tests have been completed; but if construction schedule requires, arrange for prior tests on parts of systems as approved.

- C. As soon as conditions permit, conduct preliminary tests of equipment to ascertain compliance with specified requirements. Make needed changes, adjustments and or replacements as preliminary tests may indicate, prior to acceptance tests.
- D. Conduct performance and operating tests as specified or required for each system or equipment unit in presence of the Engineer as well as a representative of agencies having jurisdiction.
- E. Obtain Certificates of Approval and/or Acceptance as specified or required in compliance with regulations of agencies having jurisdiction. Work shall not be deemed complete until such Certificates have been delivered to the Engineer.
- F. Testing shall prove conclusively that Electrical systems operate properly, efficiently and quietly in accordance with intent of drawings and specifications.

1.06 CLEANING

- A. Each Contractor and/or Sub-Contractor who is responsible for execution of individual sections of work shall be responsible for the following:
 - 1. Removal of all lumber, refuse, metal, piping and debris from site resulting from their work.
 - 2. Cleaning drippings resulting from their work, etc., from finished work of other trades.
 - 3. Cleaning, polishing, waxing of their work as required.
- B. After testing, and acceptance of all work by the Engineer and the Owner, each Contractor shall thoroughly clean all equipment and material involved in their Contract to the satisfaction of the Engineer.

1.07 INSTRUCTING OWNER'S PERSONNEL

- A. After all tests and adjustments have been made, each Contractor shall fully instruct the representatives of the Owner in all details of operation of the equipment installed under their contract.
- B. Each Contractor shall operate their equipment for sufficient length of time to satisfy Engineer that requirements of Contract Documents have been fulfilled.

1.08 OPERATING AND MAINTENANCE MANUALS

- A. Each Contractor shall provide three (3) copies of printed instructions to the Engineer upon completion of installation. Instructions shall be bound in separate, hardback, 3-ring loose leaf binders.
- B. Instruction books shall be prepared by sections and contain detailed operating and maintenance instructions for all components of all systems, including wiring, and schematic diagrams necessary for clarity. The cover of each binder shall be identified with the name of the project and the words "Operating and Maintenance Manuals".
- C. Each section shall have labeled tabs and be clearly marked with equipment or system name and contain detailed parts list data, ordering information therefore and the name, address and telephone number of the closest supply source.
- D. All instructional data shall be neatly and completely prepared to the satisfaction of the Engineer.
- E. One (1) copy of each final, Approved shop drawing shall be included in each Operating & Maintenance Manual.
- F. One (1) copy of the Operating and Maintenance Manual shall be provided in electronic format on CD/DVD. Everything included in the bound O&M Manual shall be included in electronic format.

1.09 GUARANTEE

- A. All material, equipment and workmanship provided by each Contractor shall be in first class operating condition in every respect at time of acceptance by Owner. Acceptance by the Owner shall be by letter to this effect written to each Contractor.
- B. Each Contractor shall unconditionally guarantee in writing all materials, equipment and workmanship for a period of two (2) years from date of acceptance by Owner. During the guarantee period each Contractor shall repair or replace, at their own expense, any materials, equipment or workmanship in which defects may develop and he shall also provide free service for all equipment and systems involved in his contract during this guarantee period.
- C. Guarantee shall also include restoration to its original condition of all adjacent work that must be disturbed in fulfilling this guarantee.
- D. All such repairs and/or replacements shall be made without delay and at the convenience of the Owner.

- E. Guarantees furnished by Sub-Contractors and/or equipment manufacturers shall be counter-signed by the related Contractor for joint and/or individual responsibility for subject item.
- F. Manufacturers' equipment guarantees or warranties extending beyond the guarantee period described above shall be transferred to the Owner along with the contractor's guarantees.

1.10 ENTRANCE OF EQUIPMENT

- A. Each Contractor shall perform all necessary rigging required for completion of work under their contract.

1.11 VISIT TO SITE

- A. Due to the nature of the work involved under this contract, all bidders are required to thoroughly examine the site.
- B. Bidding Contractors shall thoroughly review Contract Documents prior to visiting the site, take Contract Documents to site and thoroughly explore to any extent necessary, the existing conditions as relating to fulfilling the requirements of this Contract.
- C. If discrepancies are noted between requirements of Contract Documents and existing conditions, Contractor shall so indicate to Engineer during bidding period and receive clarification before bidding. Failure to comply with this requirement will result in Engineer's interpretation during the construction period and Engineer's decision will be final and binding as the sole interpreter of the contract requirements.
- D. Extras will not be considered for any work relating to connections with existing systems or adaptability of new systems to existing structures.
- E. Submission of proposals shall be considered evidence that Contractors have complied with the requirements of this Article.

1.12 AS-BUILT DRAWINGS

- A. During the course of the work, maintain a record set of drawings on which shall be marked the actual physical location of all underground, above ground and crawl space conduit, outlets, wiring devices, lighting fixtures, panelboards, access panels, junction boxes, circuit breakers, disconnect switches, starters, transformers, and all

other components of the work performed by the Division 26 (Electrical) contractor and their subcontractors.

- B. As built drawings shall be maintained by the contractor and updated on a daily basis. Current As-Built drawings shall be brought to each construction meeting.
- C. Include on the record set, all formal modifications to the contract documents including but not limited to: addendum items, responses to RFI's (field directives), ASI's, change order items and underground obstructions.
- D. At project completion, obtain a READ ONLY set of contract documents from the Engineer in AutoCAD 2010 (or later) .dwg format. Copy the source documents and create new documents, modifying the original files by incorporating all items noted on the record drawings onto the source AutoCAD files.
- E. For each drawing, make one (1) .dwg file and one (1) pdf file and copy all files onto a single Digital Video Disk (DVD). Make one (1) additional copy of the DVD. Using the new AutoCAD files, make four (4) prints of the As Built drawings. Incorporate one set of prints in each O&M manual.
- F. In cases where the prime contractor or subcontractors are required to design and/or submit original shop drawing documents, prepared by the respective contractors for submission to State Agencies (i.e.: sprinkler, fire alarm, etc.), each respective contractor or subcontractor shall revise their drawings accordingly and include all As-Built information, thereon. Submit As-Built in the same format, (i.e.: Two (2) DVD's and three (3) prints) as with the project As-Built information contained thereon.

1.13 SERVICING OF EQUIPMENT AND SYSTEMS

- A. After work has been completed under the Electrical contract, and prior to final acceptance tests, each Contractor shall have manufacturers or their authorized agents of the equipment and material installed, completely check their equipment and put it into actual operation. In each case, the respective Contractor shall have the manufacturers thoroughly check the complete installation of the equipment produced by him for proper and correct operation under the service intended.
- B. Six months after final acceptance of the work under the Electrical contract, each Contractor shall have the manufacturers again check their equipment for proper operation. Coincidentally, this contractor shall assure that the building custodian is properly instructed in the servicing of the equipment.

- C. Prior to expiration of the guarantee period, each contractor shall check all equipment, materials and systems installed under his contract, make necessary adjustments and/or replacements, and leave systems in first class operating condition.

1.14 CONTINUITY OF SERVICES

- A. Generally, no action shall be taken by the Electrical Contractor that will interrupt any of the existing building services for this building or any other building until previously arranged with the Engineer and Owner or their authorized representative.
- B. Should any service be interrupted by this Contractor, the Contractor causing such interruption shall provide immediately all labor, including overtime if necessary, and all material and equipment necessary for restoration of such service.

1.15 MANUFACTURER'S AND SUB-CONTRACTORS LIST

- A. Before ordering any material or equipment unit, and not later than twenty (20) working days after signing of contracts each Contractor shall submit a list of Manufacturers, Sub-Contractors and Suppliers showing make, type, manufacturers name and trade designation of all materials, and equipment, proposed for use under this contract. List shall be prepared by reference to specifications.
- B. The list, when accepted, shall be supplementary to specifications, and no variations therefrom will be permitted except with the approval of the Engineer.
- C. No shop drawings will be processed until the Contractor has satisfactorily completed the requirements of this Article.

1.16 SHOP DRAWINGS

- A. In general, shop drawings will be processed electronically. For each shop drawing submitted, submit a high quality color original in Adobe(.pdf) format and attach a separate Letter of Transmittal for each submission. On all shop drawings that are based on a drawing format greater than 8.5" x 11" (letter size paper), submit five (5) paper copies at full scale. All drawing submissions shall be made in both electronically and hard copy formats.
- B. All shop drawings shall be submitted in ample time to coordinate features of construction with the fabrication and installation requirements of the project. Allow fourteen (14) days for Drawings required for General Construction and fourteen (14) days for Drawings required for Mechanical or Electrical work.

- C. Where a Shop Drawing or sample is required by the Specifications, any related work performed prior to ENGINEER's review of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.
1. Prior to submission of shop drawings, the Contractor shall notify the Engineer of any site conditions differing from those indicated or specified.
 2. Prepare shop drawings by careful reference to drawings and specifications.
 3. Identify each shop drawing by Job Name and reference to applicable Specification Article number.
- D. Shop drawing data for all equipment, shall include, but not be limited to, the following:
1. Manufacturers' catalog designation, photographs and specifications.
 2. Full electrical data, including specifically, electrical characteristics.
 3. Dimensions, capacities, ratings, material and finish.
 4. Such other detailed information as required for proper evaluation.
- E. Review Time:
1. Allow two (2) weeks for the Engineer's processing of each submittal, exclusive of Owner or others in the processing chain. Allow a longer time period where processing must be delayed for coordination with subsequent submittals.
- F. Submission of shop drawings for electric motor starters shall include a tabulation listing:
1. The equipment the starter is intended to control.
 2. Horsepower.
 3. Voltage.
 4. Phase.
 5. Full load amperes.

6. The manufacturer's number or type.
7. Overload heater numbers and amperage.
8. Quantity of auxiliary contacts.
9. Pushbutton arrangement.
10. Pilot light arrangement if applicable.

G. Each Contractor shall examine all shop drawings before submission for review. Each Contractor shall then forward all shop drawings with their initialed approval shop drawing stamp and by so doing the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data, has notified the Engineer of site conditions varying from those indicated or specified, and that he has checked and coordinated each item with other applicable accepted shop drawings and the contract requirements. Shop drawings and catalog data submitted without the contractor's stamp of acceptance will be returned to the Contractor without review.

1. Shop drawings smaller than 8-1/2 x 11 shall be secured to letter size paper of this size.
2. Material and equipment installed or used without shop drawing review are subject to rejection by the Engineer.

3. Corrections or comments made on shop drawings during review by the Engineer do not relieve the contractor from compliance with requirements of the drawings and specifications. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Engineer review partial submissions or those for which submissions for correlated items have not been received. The Contractor is responsible for: confirming and correlating all quantities, clearance and dimensions, selecting fabrication processes and techniques of construction coordinating work with that of all other trades, and performing their work in a safe and satisfactory manner.

1.17 ENERGY STAR COMPLIANCE

- A. All electrical products furnished under this contract shall carry the Energy Star label indicating compliance with the State of Delaware Code, that all products be Energy Star compliant. In the case where a product or assembly is not offered or available as being Energy Star compliant, the most efficient product or assembly shall be furnished.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. All materials and equipment shall be new and shall conform to the grade, quality and standards specified herein.
- B. All equipment offered under these specifications shall be limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive literature made available to the public and in effect at the time of opening of bids.
- C. Items such as motors, starting equipment, vibration isolating devices, and all other equipment and material, where applicable and practicable, shall each be of one manufacturer.
- D. Equipment shall be installed in strict accordance with manufacturer's instructions for type and capacity of each piece of equipment used. These contractors shall obtain these instructions which will be considered part of these specifications.

Type, capacity and application of equipment shall be suitable and shall operate satisfactorily for the purpose intended in the Electrical System.

2.02 EQUIPMENT SUBSTITUTIONS (VARIATIONS)

- A. The materials and products mentioned in these specifications are given to establish a standard of quality, design and performance. The phrases "equivalent acceptable", "or equal", and "equal to" shall be used to indicate that other similar products may be used provided such substitutes are accepted by the Engineer as meeting all standards necessary to perform the function intended. Where 3 or more manufacturers are mentioned for an item, selection shall be made from among those manufacturers. Specific products listed without reference to equals or substitutions shall be provided as specified, unless a written request for substitution is submitted to the Engineer for approval ten (10) days prior to the date for receipt of bids. Such requests shall include a complete description of the proposed substitute, along with sufficient documentation and other information necessary for a complete evaluation of the proposed substitution. If approved, substitute products will be listed in an addendum so that all bidders are alerted to it.
- B. The Contract Documents have been prepared to provide for the incorporation of at least one of the specified items or assemblies of every category of materials, products or pieces of equipment. In the event that the incorporation into the work of an approved substituted item or assembly will require revisions or additions to the contractual requirements of either the contractor proposing the substitution or any other contractor, the contractor proposing the substitution shall bear the cost of such revisions or additions to the work of all trades affected, and shall pay for all engineering or architectural services required at no change in the contract sum.

2.03 VIBRATION ELIMINATION

- A. The Electrical Contractor shall provide vibration isolation support provisions for all moving or rotating equipment, machinery and transformers when such provisions are not furnished and/or integrally mounted by the equipment manufacturers. Equal to Amber/Booth Company or Korfund Company, Inc., installed in accordance with vibration isolation manufacturers' recommendations unless specified otherwise herein.
- B. Provide all rotating or moving machinery or equipment suspended from building structure with approved resilient suspension mountings.
- C. All final electrical connections to moving or vibrating equipment, such as motors, generators, transformers, etc., shall be made by use of flexible metallic conduit.

- D. No rigid conduit or other extended machine assemblies connected to vibration isolated equipment shall be tied in directly with the building construction. Such elements shall be connected to the equipment through flexible fittings, and be supported by isolating equipment as required.
- E. All systems shall operate free from objectionable vibration and noise resulting therefrom, and each Contractor shall take all necessary steps required to achieve this result without additional cost to the Owner.

2.04 INSERTS, HANGER SUPPORTS, CLAMPS, FASTENINGS

- A. All materials, designs and types of inserts, hanger supports and clamps shall meet the requirements of the Manufacturers Standardization Society Document MSS-SP-58, latest edition and also Underwriters Laboratories, Inc., National Electrical Code and Factory Mutual Engineering Division Standards where applicable. Insert, hanger support and clamp types referenced herein are shown in MSS-SP-58.
- B. Each Contractor shall be responsible for and provide all necessary inserts, hanger supports, fastenings, clamps and attachments necessary for support of his work. The types of all inserts, hanger supports, fastenings, clamps and attachments to be used shall be selected to suit both new and existing building construction conditions and applied specifically for the purposes intended.
- C. In new overhead cast-in-place concrete construction, provide type 18 steel concrete inserts and fasten to form work before concrete is cast. For cast concrete floor or roof sections too thin to permit the use of inserts extend the hanger rod through the slab and terminate with a nut and large washer, recessed into the top face of the slab as approved by the Engineer.
- D. Clamps and attachments shall be selected on the basis of the required load to be supported. Provide all necessary steel angle iron or channel between bar joists, or steel beams where direct attachment cannot be made. No holes are to be drilled or burned in structural building steel for hanger rod supports.
- E. Metallic masonry anchors shall be provided for all pre-cast concrete, masonry and cast concrete construction, and may be provided as an alternate for cast-in-place construction]. Locate in pre-cast and cast-in-place concrete as directed by the Engineer. Dynabolt, Ram-In and/or Tru-Bolt masonry anchors as manufactured by Ramset shall be provided as recommended by the anchor manufacturer for the various applications, stresses and services involved. Redhead, Hilti or Wej-It equivalents acceptable. Installation of masonry anchors shall be accomplished by pre-drilling concrete or masonry to diameters and depths required to properly accommodate anchor bolts.

- F. Toggle bolts may be used in dry wall and lath and block plaster walls. The use of toggle bolts shall be restricted to the weight limitations imposed by the toggle bolt manufacturer for the size used.
- G. Except where noted otherwise herein, attachment to wood or material of similar fibrous nature shall be made with lag screws and/or wood screws of required size.
- H. Screws with wooden or plastic plugs, or lead caulking anchors are not acceptable.

2.05 ACCESS DOORS AND PANELS

- A. Each Electrical Contractor shall furnish and locate for installation under General Construction all access doors and panels for concealed portion of Electrical work requiring accessibility for operation and maintenance of their installed work.
- B. Minimum door size of 24" x 18" unless shown, specified or approved otherwise.
- C. Sixteen (16) gauge minimum doors with screw fasteners and painted finish. Equal to Inryco/Milcor as follows:

<u>WALL OR CEILING SURFACES</u>	<u>STYLE</u>
Drywall	DW
Hard Plaster & Ceramic Type	K
Unplastered Masonry & Concrete	M
Acoustic Tile	AT

- D. Underwriters "B" label access doors where required for access to shafts, corridors, and where located in fire walls and partitions.
- E. No access panels shall be installed without specific approval of the Engineer as to location. The proposed location of panels of each Contractor shall be reviewed with the Engineer by the General Contractor's Job Superintendent before installation of equipment or panels. Controversies must be resolved at no cost to the Owner.

2.06 ANCHOR BOLTS

- A. Electrical Contractor shall provide and set in place at the time foundations, bases or curbs are poured or formed, all necessary anchor bolts as required for the various equipment specified herein. Hook type anchor bolts of proper size and length to suit the apparatus. Set bolts in pipe sleeves of approximately twice the bolt diameter and of length equal to the embedded length of the bolt, with sleeves terminating flush with finished surfaces of foundations, bases or curbs.

- B. When the equipment is set in its proper position and aligned with the anchor bolts, the space between the anchor bolts and the inside wall of the sleeves shall be completely filled with non-shrink cementitious grout equal to crystex as manufactured by L & M Construction Chemicals, Inc., Master Builders or approved equal.
- C. Each Contractor shall assume all responsibility for the location of all anchor bolts for the equipment furnished by them under these specifications, and must have a representative present at the time foundations, bases or curbs are poured or formed.
- D. All anchor bolts shall be of sufficient strength to withstand any loading imposed by the attached materials or equipment.
- E. ALL exterior, pad mounted equipment shall be set in place and secured to the pad with anchor bolts and mechanical fasteners.

2.07 SLEEVES

- A. Each Contractor shall furnish and set all sleeves required for their work and be fully responsible for the final and permanent locations thereof.
- B. Sleeves shall be provided in the following locations:
 - 1. All conduits passing through cast-in-place waterproof concrete construction and waterproof masonry walls.
- C. Sleeves shall extend through construction and finished flush with each surface except where noted otherwise. Each sleeve shall provide for a minimum 1/2" clearance around pipe or its covering in the instance of pipe covered with insulation.
- D. All sleeves in waterproof walls shall be fitted and sealed with positive hydrostatic "Link Seals" as manufactured by Thunderline Corporation. Sleeves shall be sized accordingly. Link Seals shall be placed around conduit and inserted into void between inner wall of sleeve and piping and/or conduit. Tighten link seals as required for watertight seal.
- E. All sleeves shall be Schedule 40 steel pipe finished with smooth edges. Sleeves in waterproof walls shall be fabricated with minimum 1/4" thick rectangular steel plate placed around mid-point of sleeve, continuously welded to sleeve and then the entire/plate assembly placed into proper position prior to erection of walls. Otherwise sleeves shall be provided with a minimum of three (3) lugs for anchoring.

- F. Voids between sleeves and conduit, where located in fire partitions or masonry walls shall be packed with mineral fiber rope.
- G. All sleeves shall be set prior to or during erection of walls. Cutting or drilling of walls after erection will not be permitted.
- H. If sleeves are omitted or located incorrectly the particular contractor who is at fault shall at their own expense, engage the trade which originally installed the work to cut and patch to the satisfaction of the Engineer.
- I. Any conduit that must pass through pre-cast floors and will be exposed, in finished areas, that have floor drains including areas such as Janitors Closets, Toilet Rooms and the like shall be made watertight by use of "Link Seals" inserted into void between conduit and openings thereto.

PART 3 - EXECUTION

3.01 METHOD OF PROCEDURE

- A. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative locations of the Electrical Systems.
- B. Installation, connection and interconnection of all components of these systems shall be complete and made in accordance with the manufacturers' instructions and best trade practices.
- C. Each Contractor shall erect all parts of equipment to be furnished by them under their contract at such time and in such manner as not to delay or interfere with other Contractors on the work.
- D. All conduit shall be plugged as required during construction to prevent entering of dirt.
- E. Before material is ordered or any work performed, each Contractor shall verify all measurements, including lines, conduit and elevations at the building and shall be responsible for the correctness thereof. No extra compensation will be allowed on account of differences between actual dimensions and measurements and those indicated in the Contract Documents. Any discrepancies discovered shall be submitted to the Engineer for consideration before proceeding with the work.
- F. Each Contractor shall lay out their work and be responsible for the establishment of heights, grades, etc., for all interior and exterior fixtures, conduit, etc., included in Contract Documents, in strict accordance with the intent expressed thereby; and

all the physical conditions to be met at the building and finished grade, and shall be responsible for accuracy thereof. The establishment of the location of all work shall be performed in consideration of the finished work. In case of conflict, equipment and/or materials shall be relocated without cost to the Owner, as directed by the Engineer, regardless of which equipment was installed first.

- G. Each Contractor shall cooperate with other Contractors for the proper securing and anchoring of all work included within these specifications. Extraordinary care shall be used in the erection and installation of all equipment and materials to avoid marring surfaces of the work of other Contractors, as each Contractor will be held financially responsible for all such injury caused by the lack of precaution and due to negligence on the part of their workmen.
- H. Do not run conduit for Electrical Systems in any concrete slab three inches (3") or less in thickness. Do not place any conduit in any slab where the outside diameter of the pipe or conduit is more than one-quarter the thickness of the slab.
- I. All conduit and other Electrical materials and equipment shown to be mounted below ceilings are to be kept as close to ceiling areas as possible unless otherwise noted.

3.02 PROTECTION

- A. All openings in conduit and all other materials shall be effectively sealed to exclude dirt, sand, and other foreign materials.
- B. Exercise every precaution to exclude dust, dirt and all other foreign materials from switchgear rooms, transformers, and all electrical equipment rooms during construction. Rooms and equipment contained therein shall be vacuum cleaned at regular intervals. All relays, meters and mechanical equipment contained with electrical components shall be protected with heavy paper held in place with approved mastic tape to exclude fine dust and particles. Sufficient electric heaters shall be installed and maintained in equipment rooms and transformer compartments to keep equipment dry and protected from freezing during construction.

3.03 CONCRETE AND MASONRY WORK

- A. Electrical Contractor shall provide all cast-in-place concrete, pre-cast concrete and masonry work (brick and block) required for completion of their contracts.
- B. Engineer shall review and approve materials used.

- C. Unless shown or specified otherwise, all equipment foundations shall be six inches 6" minimum from floor, of sufficient mass, and secured to the floor.

3.04 SUPPORTS

- A. Except where noted otherwise in the specifications and shown on drawings, each Contractor shall provide all materials, equipment supports, supplies and labor necessary as required to adequately support, brace and strengthen equipment and materials furnished as part of their contract.
- B. The design, materials, fabrication and erection of structural steel supports shall conform to "Specification for Design, Fabrication and Erection of Structural Steel for Buildings" of the American Institute of Steel Construction, "Code of Standard Practice for Steel Buildings and Bridges". Welding where required shall conform to "Code of Arc and Gas Welding in Building Construction" of the American Welding Society.

3.05 LINTELS

- A. The General Contractor will furnish and install all lintels required for the installation and completion of all work of Electrical Contractors, provided that the General Contractor is advised in advance of such requirements.
- B. Failure to give proper notice and/or to comply with the above requires the Sub-Contractor involved to be financially liable for all work and material necessary for the completion of required work.

3.06 PAINTING AND FINISHING

- A. All painting, generally, will be provided by the General Contractor, except where specifically noted otherwise in the Electrical Specifications.
- B. Equipment and material furnished with factory enamel finish will not be painted unless finish has been damaged, in which case the equipment or material shall be refinished by the Contractor who furnished it, to the satisfaction of the Engineer.

3.07 LUBRICATION

- A. Each Contractor shall be responsible for the proper and necessary lubrication of any items of operating, rotating or moving equipment which they will furnish, install or which must operate as part of the systems on which they work.
- B. When an item of operating equipment is furnished and installed by a Contractor, it will be their responsibility to accomplish the lubrication.

- C. When an item of operating equipment is furnished by one Contractor and the installation by another, it shall be the responsibility of the Contractor furnishing the equipment to apply the lubricants.
- D. All rotating or moving equipment shall be lubricated prior to energizing and operating the equipment. Should the Contractor responsible for the lubrication fail to apply lubricants prior to initial start-up and the equipment is damaged as a result of their negligence, that Contractor shall be required to provide all corrective action necessary including replacement, if required, for the proper operation of equipment.
- E. Lubrication shall be accomplished in the manner prescribed or recommended by the manufacturer of the specific item. For motor driven equipment this precaution of lubrication will apply individually to the driver and the driven.
- F. The lubricants shall be of the type, grade, specification and manufacture as prescribed or recommended by the manufacturer of the specific equipment item.
- G. The Contractor who supplies any item of rotating equipment will have the responsibility of securing written instructions on the lubricating procedure and shall furnish not less than one year's supply of all necessary lubricants properly identified so they can be replaced.
- H. Any moving or rotating equipment furnished by the Owner that is to be installed, reused and/or serviced shall also be lubricated. Except where noted otherwise in the Electrical specifications, the Contractor installing, reusing and or servicing all such equipment shall be responsible for the proper lubrication thereof including obtaining proper lubricating instructions from the various manufacturers involved, furnishing and applying the necessary lubricants and leaving the Owner with a one (1) year supply of lubricant.

3.08 ELECTRICAL MOTORS AND STARTERS

- A. All motors furnished by Electrical Contractor, unless specified to the contrary in Electrical Specifications, shall conform to the following requirements:
1. Characteristics, dimensions, tolerances, temperature rise, insulation, rating, noise, vibration, and all other characteristics in accordance with the latest standards of IEEE or NEMA.
 2. Unless required by the driven unit, motors shall have normal starting torque, NEMA Design B characteristics. Horsepower rating of motor shall be equal to or greater than that required by driven equipment.

Current density design of motor rating shall be limited so that overload protection provided by standard motor starters will be adequate to prevent damaging overheating during stall, single phasing or slightly prolonged acceleration.

3. Use NEMA Class A or B insulation with motor frames amply sized to prove 1.15 service factor and an ambient of 40°C maximum. Insulation systems shall be designed for an average life of 60,000 hours.
 4. Each motor shall be mounted on the same bedplate as the equipment driven and be complete with pulleys, slide rails or flexible couplings as required.
 5. Each Contractor is responsible in each instance for the proper selection of motors of suitable characteristics with details submitted for approval to the Engineer prior to installation.
- B. All starters furnished by all Contractors shall conform with the following requirements, unless specified to the contrary in the Electrical Specifications:
1. All starters for 3-phase equipment shall be fully enclosed, across-the-line type equipped with thermal overload protection for all three phases, low voltage protection, all necessary auxiliary contacts as required and indicating pilot lights. Starters which are controlled automatically shall have two-wire control with "ON-OFF-AUTO" switches. Starters which are controlled manually shall have 3-wire control with Start-Stop pushbuttons.
 2. All 3-phase starters remotely controlled shall have 120 volt coils and control transformers with disconnecting means.
 3. Starters for single phase motors shall be manual toggle switches with thermal overload protection and pilot light. Omit pilot light for unit heaters.
 4. General Purpose NEMA-1 enclosure for indoor use under normal atmospheric conditions. Watertight enclosure NEMA-4 or NEMA-5 for outdoor use or where starters are subjected to the splashing or dripping of water. Explosion-proof enclosure NEMA-7, 9 or 12 for dusty or hazardous locations as required by Article 500 of the National Electrical Code.
- C. All controllers, starters and other electrical components furnished as an integral part of any apparatus shall be furnished complete with integral wiring as required.

- D. So far as is practicable, all motors and starters shall be of one manufacturer. Equal to General Electric, Westinghouse or Square D.
- E. Submit motor and starter data sheet.

3.09 CONDUIT UNDER FLOORS

- A. Wherever conduit is run under a floor slab on grade, the work is to be installed after the General Contractor has brought the sub-grade to the proper level.
- B. The Electrical Contractor shall excavate and backfill for the installation of all of their respective work. The excavation of the sub-grade where required for the installation of the work shall be performed including that for conduit. When the installation is completed and satisfactorily tested, the remaining space shall be filled with crushed stone or other material similar to that to be used by the General Contractor for the sub-base. The backfill shall be stabilized by hand or pneumatic tampering as directed by the Engineer and shall be returned to the original sub-grade level.
- C. No conduit shall be installed in the stone sub-base which is part of the General Contractor's work unless specific permission is granted by the Engineer.
- D. Where required by drawing notes, specifications, or Electrical Code, conduits installed under floors shall be encased in concrete, conforming to that specified under "cast-in-place concrete".

3.10 EXCAVATION AND BACKFILLING

- A. Each Contractor shall perform all excavation, backfilling, pumping and de-watering necessary for completion of work under their contract, unless noted otherwise. All excavation shall be considered classified.
- B. Remove from premises or deposit as directed by Engineer all material excavated and not required or suitable for backfilling.
- C. Carefully remove and store topsoil, shrubbery and sod until underground work is complete and trenches are backfilled and then re-install. Replace any damaged items to the satisfaction of the Engineer.
- D. Trench depth shall be as indicated on the drawings. Under no circumstances shall trench depth be less than that called for in the NEC or the Utility serving the premises. Trench depth shall allow adequate cover over ducts and conduit. Walls shall be perpendicular to the top of piping and ducts and trench bottoms shall be instrument graded in the direction of flow as required. Earth shall be scooped out

under conduit couplings to provide a solid bearing for the duct or conduit on undisturbed earth. Cinder fill, stones or bricks beneath piping are prohibited.

- E. Each Contractor shall provide sheathing, shoring and bracing necessary to complete their excavation and backfilling work and shall exercise every precaution necessary to prevent accident, injury or death to any human and damage to property of others. Remove all sheathing, shoring and bracing upon completion of work.
- F. It shall be the responsibility of each Contractor to check with the various utility companies, Miss Utility and make the necessary arrangements to avoid damage to property. Since this campus maintains all privately owned utilities, this contractor shall hire an independent testing agency to identify all underground obstructions in the path and area of their excavations. Each Contractor is responsible for damage during excavation to existing piping or equipment. Such damage shall be repaired promptly without cost to the Owner.
- G. Backfill after inspection and approval. Backfill shall be made with clean earth, free from rocks, frozen particles, debris or other foreign materials. Deposit in uniform layers not over six inches (6") thick with each layer mechanically tamped to 90% before the next layer is applied. When approved backfill material is not available from the site, each Contractor, at his own expense shall provide additional select backfill to complete installation. Final backfill only after testing procedures have been approved.
- H. All trenches that pass under wall foundations shall be backfilled with lean concrete, full height, directly under wall footing, and at a 1:1 slope away from wall or column footing. Trenches that are parallel with and deeper than wall foundations shall be backfilled with lean concrete on a 1:1 slope away from the bottom of the wall or column footing.
- I. Each Contractor shall perform all cutting and patching to sidewalks, curbs, bituminous paving, walls, etc. required by performance of excavation and backfilling. Install and maintain temporary paving as directed by Engineer. Make repairs to sidewalks in complete blocks, partial patching will not be acceptable. Provide all materials for patching in strict accordance with applicable Articles of the General Construction Specifications.
- J. Where rock is encountered during installation of underground conduit systems, carry trenches to a point six inches (6") below bottom of conduit and provide a six inch (6") layer of crushed stone or gravel as a cushion.
- K. All excavation work shall include all pumping equipment, materials and labor necessary to keep all excavations free of water. Provide well points as required with disposition of water as directed by Engineer.

- L. Each Contractor shall provide suitable indemnity for all accidents to humans, animals or equipment caused by their excavating and backfilling work. They shall provide suitable guards, barricades, red lanterns, flares and take the necessary precaution for an approved and safe installation. All trenches shall be backfilled at the end of each working day. Where a trench must be left open, provide snow fencing and coverings of adequate size and strength over entire open area.

END OF SECTION 26 04 99

NOT FOR BIDDING PURPOSES

SECTION 26 05 00
BASIC MATERIALS AND METHODS, ELECTRICAL

PART 1 - GENERAL**1.01 GENERAL PROVISIONS**

- A. Applicable provisions of the entire specification, including Addenda, shall govern this section as fully as if repeated herein.
- B. Refer specifically to the technical provisions of the COMMON WORK REQUIREMENTS FOR MECHANICAL & ELECTRICAL Section 26 04 99.

1.02 SCOPE OF WORK

- A. The work under this section of the specification shall include all labor, materials, appliances and services necessary for and incidental to the primary completion of the electrical system for this structure and related work as shown, implied or required by the drawings and/or described hereinafter.
- B. The precise nature of the work is specified in detail in other Sections. As a guide to the general concept of the electrical design, the work herein described shall include, but not be limited to the following:
 - 1. Lighting fixtures and lamps.
 - 2. Receptacles and general power circuits.
 - 3. Panelboards, circuit breakers and distribution equipment.
 - 4. Wiring and conduit systems, boxes, enclosures and devices.
 - 5. Connections to new, existing and relocated equipment.
 - 6. Emergency & Exit lighting.
 - 7. Grounding
 - 8. Fire Alarm System
 - 9. Security & Telecommunication Raceway System
 - 10. Underground Telecommunication Conduit System
 - 11. Lightning Protection System

1.03 AS-BUILT DRAWINGS

- A. Refer Specifically to Section 26 04 99 for specific As-Built Drawing requirements.

1.04 DATA SUBMITTAL REQUIREMENTS

- A. Refer to the Article MANUFACTURERS AND SUB-CONTRACTORS LIST of COMMON WORK RESULTS FOR MECHANICAL & ELECTRICAL. This list shall include all equipment for which shop drawings are required.

1.05 SPECIAL SHOP DRAWING SUBMITTAL REQUIREMENTS

- A. Refer Specifically to Section 26 04 99 for specific Shop Drawing requirements.
- B. Shop drawings for electrical equipment shall consist of blueprints, line drawings, data sheets, catalog cuts, or other data necessary to provide specific and complete installation on all items of material and equipment to be used in the project.
- C. All shop drawings must specifically designate the service and location at which the material or equipment is to be used, and identify manufacturer and catalog number.
- D. Shop drawings shall show construction arrangements, and wiring of any special parts, equipments, or systems of the electrical installation furnished under these specifications.
- E. Shop drawings to be furnished by the Contractor for review include but are not limited to the following:
1. Lighting and emergency lighting fixtures.
 2. Branch circuit panelboards.
 3. Circuit breakers and safety switches.
 4. Contactors, starters and combination starters.
 5. Wiring devices and coverplates.
 6. Lightning Protection System
 7. Power System (Coordination, Short Circuit and Arc Flash) Study.

- F. Provide one (1) copy of each final shop drawing in each Operating and Maintenance Manual.

1.06 CURRENT CHARACTERISTICS AND LOAD RATINGS OF MOTORS AND EQUIPMENT

- A. The intended electrical characteristics of all motors and equipment are noted only on the Electrical Drawings.
- B. Furnish to all other contractors, data relating to the electrical characteristics of their equipment as shown on the Electrical Drawings, that they may furnish correct equipment. Assume all responsibility for correction of problems arising from failure to do so.

1.07 CUTTING AND CHASES

- A. Provide the General Contractor, location of all chases, openings, recesses, etc., in a timely manner so that he may provide them.
- B. All cutting and patching shall be performed in such a manner and with such materials as the Engineer may direct.

1.08 INSTRUCTION OF ATTENDANT - OPERATING AND MAINTENANCE MANUAL

- A. Upon completion and final acceptance of the work, instruct the Owner's maintenance representative fully in the operation and maintenance of the electrical installation.
- B. Furnish to the Engineer, complete and comprehensive "Operating and Maintenance Manuals", as specified in Section 26 04 99..

1.09 UTILITY COMPANY CONNECTIONS

- A. The information given regarding methods and materials for connection to the existing electric equipment or any other system and Electric Company represents the best information available to the Engineer at time of design. This Contractor shall contact each Utility into whose lines they must connect, and determine their requirements for such connection, and any costs or fees involved, and shall include the costs thereof in their bid. They shall do all their work in accordance with such requirements, notwithstanding any differences between these requirements and information given herein or on the drawings.

1.10 TESTING AND ADJUSTING

Refer to Article TESTS of Section 26 04 99.

- A. Electrical balancing.
 - 1. Connect all electrical loads to achieve a balanced electrical loading of all three (3) phase systems to within 10%. Verify motor rotation.
- B. Thoroughly test all components of special systems for correct operation.
- C. Test all wiring of equipment free of grounds, opens and short circuits.
- D. Provide a Fall of Potential test, performed by a NETA testing firm for the new electric service prior to energization

1.11 CODE COMPLIANCE

- A. The contractor shall comply with the requirements of the latest National Electrical Code, all state & local codes and all other authorities having jurisdiction, regardless of what is indicated on the drawings or specified herein.
- B. Provide approved Electrical Inspection Certificate at project completion. Provide one copy in each of the Operating & Maintenance Manuals.

1.12 RELOCATIONS

- A. Items requiring relocation due to new construction shall be disconnected, removed, cleaned and re-installed where shown or directed. Branch circuit wiring associated with these items shall be removed and re-routed to new equipment locations and reconnected. The contractor shall field verify all relocations and re-routing requirements and shall include this in their bid.

PART 2 - MATERIALS

2.01 MATERIAL AND EQUIPMENT

- A. All material used for this contract shall be unused and of the latest model or design available.
- B. Equipment shall be installed in strict accordance with manufacturer's recommendations and details.
- C. Materials not specifically described but indicated or incidentally required shall be acceptable to the Architect and/or Engineer. Submit shop drawings if such are required by Architect or Engineer.

- D. Materials shall be delivered, stored and handled so as to preclude injury by weather, dirt or abrasion.

2.02 FASTENINGS AND SLEEVES

- A. Support exposed conduits with rust proofed, malleable iron clamps or "mineralac" hangers securely fastened to the building structure. Group all large conduits as conditions permit, and support on steel channel racks. Supports shall be spaced as required by Article 346-12 of the National Electrical Code for metal conduits, and by Article 347-8 for non-metallic conduit.
- B. Use lead anchors or toggle bolts as fastenings in masonry. Use machine screw expansion shields as fastenings in concrete.
- C. Provide sleeves for conduits passing through poured concrete decks, footings, walls, etc. Cut all openings for conduits passing through precast concrete. Such holes shall not be cut with hammer and chisel, or with any power tool depending on impact for its cutting power.

2.03 WIRE AND CABLE (600 VAC INSULATION)

- A. All wire and cable shall be of 98% conductivity copper, single conductor in all sizes. Wire in sizes #8 AWG and smaller may be solid conductor. Wire in sizes #6 AWG and larger shall be stranded. Interior wiring and wiring in dry locations shall have type THHN insulation. Exterior wiring and wiring in damp or wet locations shall have type THWN insulation.
- B. Wiring installed in flexible steel conduit shall be stranded conductor in all sizes. Maximum length shall be limited to 3'-0".
- C. All wiring shall be color coded throughout the length of the conductor. Field color coding is unacceptable. Color coding shall be consistent throughout the work, i.e., same color used for same phase leg, one color switch legs, etc. In all cases, ground conductor shall be green.
- D. On systems of 120/240 VAC, the following color code shall be observed:

Phase	A:	Black
	B:	Red
Neutral:		White
Ground:		Green

- E. Minimum wire sizes shall be as follows:

Control and Signal = # 14 AWG
Power and Lighting = # 12 AWG

2.04 CONDUIT AND FITTINGS

- A. Rigid steel conduit shall be UL listed, and in accordance with the latest edition of Federal Specification WW-C-581, and ANSI Standard C80.1. Rigid steel conduit shall be zinc coated on the outside, and either zinc-coated, or coated with an approved corrosion resistant coating on the inside.
- B. Electrical metallic tubing (EMT) shall be UL listed and in accordance with the latest edition of UL 797 and ANSI Standard C80.3. EMT shall be zinc-coated on the outside and shall be either zinc-coated or coated with an approved corrosion resistant coating on the inside.
- C. Rigid non-metallic conduit shall be Schedule 40 polyvinyl chloride, unless otherwise noted. Conduit shall be U.L. listed. Appropriately sized ground wire shall be run in all non-metallic conduits.
- D. Liquid tight flexible metal conduit shall be U.L. listed, and consist of a core of flexible galvanized steel tubing over which is an extruded, a liquid tight jacket of polyvinyl chloride (PVC).
- E. Liquid tight flexible non-metallic conduit shall not be used.
- F. Flexible metal conduit ("Greenfield") shall be U.L. listed, and in accordance with the latest edition of Federal Specification WW-C-566.
- G. Fittings for rigid steel conduit shall be in accordance with the latest edition of Federal Specification W-F-408, except that the material shall be either iron or steel only.
- H. Fittings for rigid non-metallic conduit shall be polyvinyl chloride, sleeve type, applied with a solvent recommended by the manufacturer.
- I. Couplings and connectors for EMT shall be made of either steel or malleable iron only, shall be "Concrete tight" or "Rain tight". Conduits 2" and smaller shall be the gland and ring compression type. Conduits greater than 2" shall use set screw connectors. All connectors shall have insulated throats.
- J. Bushings for rigid steel and for EMT shall be of the insulated type, designed to prevent abrasion of wires without impairing the continuity of the conduit grounding system. The insulating insert material shall be thermo-plastic of fiber, molded or locked into the metallic body of the fittings. Where grounding bushings are specified, either wedge type ground clips or grounding bushings with pressure type ground clip terminals or copper grounding lugs shall be provided.

- K. Fittings for liquid tight flexible conduit shall be of a type with a nylon or equal plastic compression ring and a gland for tightening. Fittings shall be made of either steel or malleable iron only, shall have insulated throats and shall be of a type having a male thread and locknut or male bushing with or without "O" ring seal. Each connector shall provide a low resistance ground connection between the flexible conduit and the outlet box, conduit or other equipment to which it is connected.
- L. Fittings for flexible metal conduit shall be made of either steel or malleable iron only, shall have insulated throats, and shall be of one of the following types:
 - 1. Wedge and screw type having an angular wedge fitting between the convolutions of the conduit.
 - 2. Squeeze or clamp type having a bearing surface contoured to wrap around the conduit and clamped by one or more screws.
- M. Die-cast zinc-alloy fittings and fittings made of inferior materials, such as "white metal", shall not be used on any type of rigid or flexible conduit or EMT.

2.05 CONNECTORS, LUGS, TAPS AND SPLICES

- A. All splicing shall be done in outlet boxes and junction boxes and not in conduits. All connections between conductor sizes #8 AWG and larger and devices or apparatus rated over 30 amperes shall be made with solderless mechanical connectors of appropriate type and current carrying capacity. Connectors and lugs shall be of the Allen set-screw type and shall be O.Z., Burndy, Frankel, Dossert or National.
- B. Connectors for wire #10 AWG and smaller shall be "Scotch-Lock" spring connectors with plastic jacket or Ideal "Wingnut" with nylon jacket.
- C. Insulated "Wire-Nuts" will not be acceptable.
- D. Splices occurring in the conductors #8 and larger shall be made with bolted type pressure connectors and then installed with "Scotchfill" electrical putty with No. 88 "Scotch" electrical tape, or by an equal method.
- E. All lugs and connectors for wires and cables shall be provided by this Contractor. This shall include all lugs at safety switches, circuit breakers and other equipment not supplied with lugs.

2.06 EQUIPMENT IDENTIFICATION

- A. Identify electrical conductor terminations and splices in outlet boxes, receptacles, light fixtures, pull boxes, panel cabinets or other locations when directed with manufacturer's standard vinyl cloth, self-adhesive cable/conductor markers of wrap-around type; either pre-numbered, plastic-coated type, or write-on type with clear plastic, self-adhesive cover flap; numbered to show circuit identification. Identification shall include panel or switchboard number, and circuit or feeder number. Before tagging, lace or ty-wrap together all conductors forming a circuit or feeder.
- B. Identify all electrical distribution and control cabinets and all equipment throughout the facility as to nature, service and purpose, by means of permanently attached, laminated phenolic nameplates with beveled edges, dull black with white core, and 1/2 inch lettering. Fasten with sheet metal screws, drive rivets, or "pop" rivets. Glue or other forms of adhesive shall be used as a means of supplementary attachment only. Provide engraved device plate with voltage, phase, and amperage on all receptacles operating at other than 120 VAC.
- C. All wiring devices shall be labeled indicating the source panel and circuit. Label shall be a clear, adhesive backed with black letters (ex: DP1-14).
- D. All junction boxes and pull boxes shall be labeled with indelible marker indicating all circuits contained within the junction box.
- E. All panelboards incorporating "100 ampere" frame or larger circuit breakers shall be provided with laminated phenolic nameplates which identify each circuit breaker. All circuit breakers in each Main Distribution switchboard shall be provided with same.
- F. All Electrical Rooms where main service equipment is located, shall be provided with a sign, secured to each door at 5'-0" AFF, bearing the following inscription: "DANGER - HIGH VOLTAGE KEEP OUT".
- G. Provide typewritten panelboard directories in all new panelboards.

2.07 SAFETY SWITCHES

- A. A safety switch, fused or unfused, shall be provided wherever, indicated, or wherever required by the NEC, using only switches with quick-make, quick-break operating mechanisms, Heavy Duty NEMA Type "HD", with provisions for padlocking. All switches shall be rated 600 VAC.
- B. Safety switches shall be horsepower rated for service intended, in NEMA enclosure Type 1 or 3R or qualified for hazardous duty as indicated.

- C. Safety switches shall be manufactured by Square D. Cutler Hammer equivalents acceptable.
- D. Identify all safety switches with nameplates in accordance with "16100 - EQUIPMENT IDENTIFICATION".

2.08 ENCLOSED CIRCUIT BREAKERS

- A. Provide individually enclosed circuit breakers where indicated. Enclosures shall be NEMA 1 for interior locations, 3R for exterior applications. Enclosures shall have provisions for padlocking, minimum two padlocks.
- B. Breakers shall be molded case type, trip indicating, of the ratings shown on the drawings.
- C. Minimum short circuit interrupting rating shall match all other circuit breakers in the existing switchboard panelboard shall be 22 KAIC.
- D. Breakers used as service entrance devices shall be UL labeled for such use.
- E. Furnish circuit breakers as manufactured by Square D. Cutler Hammer equivalents acceptable.

2.09 FUSES

- A. Provide a fuse for each gap in the work.
- B. Fuses specified to be current limiting type, shall be NEMA Class J, and Class L, and shall be coordinated with circuit breakers. Dual element fuses shall be Class RK-5. Provide three (3) spare fuses for each different fuse installed on project. Fuses shall be manufactured by Bussman.
- C. All fuses for mechanical equipment shall be dual element, time delay, with size as required by equipment manufacturer.
- D. The fuse size indicated on the drawings are for bidding purposes only. Actual fuse sizes shall be determined by the manufacturer of all HVAC equipment.
- E. Submit an equipment fuse selection chart during shop drawing review that will indicate the quantity, size and type of each fuse to be installed at each disconnect. Identify listing by HVAC equipment label, disconnect switch size, fuse type and trip characteristic (size). Mechanical Contractor shall review and approve the fuse chart submission, prior to forwarding to the Engineers office.

2.10 BRANCH CIRCUIT PANELBOARDS

- A. Panelboards shall be of the dead front type and have branch circuit protectors in the quantity and of ratings indicated on the drawings. Panelboards shall be provided with separate neutral and ground bar. 3-phase panelboards shall be sequentially phased. Lugs shall be suitable for copper or aluminum. Panelboards with main breakers shall be U.L. listed for service entrance use. Service entrance equipment shall have ground and neutral bars bonded in accordance with the NEC. All panels shall have hinged covers.
- B. Bus bars and all current carrying parts of panelboards exclusive of circuit breaker, shall be copper and sized in accordance with the requirements of the Underwriters' Laboratories, Inc.
- C. The branch circuit portions of each panelboard shall comprise the required and indicated number of interchangeable bolt-on non-combustible thermal magnetic deion circuit breaker sections; single or multiple pole, rated not less than 20 amperes, 125 volts and higher as noted.
- D. In all other cases, use circuit breakers of size and type required by potential, trip rating and interrupting capacity shown on the drawings, but not less than QB-frame breakers.
- E. Circuit breakers shall be readily removable from front of panelboard without disturbing adjacent units. They shall have quick-make and quick-break toggle mechanisms, non-fusible contacts with inverse time, short circuit characteristics, and be ambient compensated. Breakers shall trip free of over load. They shall indicate clearly whether they are in the open or closed position. Multi-polar units shall have thermal element in each pole and shall have a single handle.
- F. Circuit breakers shall be manufactured and tested in strict conformance with NEMA Standards, and shall comply with Federal Specifications W-C-375.
- G. Use bolted, "quick-lag" type circuit breakers of minimum 10,000 AIC when:
1. The phase-to-phase potential is 240 volts or less.
 2. No breaker in the panel has a frame size greater than 100 amps.
 3. No specific interrupting capacity is noted on the drawings.
- H. From each flush-mounted panelboard, provide two (2), spare, capped 1" conduits extended into the space above the hung ceiling. In areas where there is no hung ceiling, terminate the conduits tight to the ceiling structure, and cap them.

- I. Branch circuits shall be distinctly numbered. Panelboard wiring shall be tagged at each circuit breaker with proper circuit number.
- J. MC cable shall not be terminated to panels. Terminate MC Cable in ceilings above panel and extend to panel with conduit.

2.11 PANELBOARD CABINETS - BRANCH CIRCUIT

- A. All panelboards shall be mounted in a sheet metal enclosing cabinet designed for surface or flush mounting as indicated on the drawings. Cabinets shall be fabricated of code gauge, galvanized sheet steel. The rear of the cabinets shall be provided with a suitable means of supporting the panelboard in such a manner that adjustments may be made in all directions.
- B. Cabinets shall have suitable lugs for mounting and be provided with steel trims and doors. Doors shall be hung on trim with heavy flush butt hinges. Doors and trims shall be of integral single-door construction. Doors 48 inches high or less shall be equipped with spring locks and catches. Doors larger than 48 inches in height shall be provided with a vault type handle having 3-point shoot bolts.
- C. In general, cabinets shall be installed so that the operating handle of the top branch circuit protector will not exceed 78 inches above finished floor and the bottom of the cabinet be not less than 12 inches above finished floor.
- D. All cabinets shall have wiring gutters at top, bottom and sides of sufficient size to adequately accommodate the conduits, wires and cables entering and leaving same. All panelboards shall conform to Article 384 of the NEC. Minimum branch circuit panel width shall be 20".
- E. All cabinets shall be provided with the proper number and size openings for conduits installed. No openings will be permitted which are not to be activated.
- F. In instances where it is necessary to group-install cabinets, a common trim shall be employed.
- G. Circuit directory holders shall be metal frames welded to the inside of each cabinet door and have transparent cover under which shall be placed neatly typed schedules out-lining circuit control. Adhesive backed, or self stick transparent circuit directory holders shall be deemed unacceptable.
- H. Panelboards shall be as manufactured by Square D or Cutler Hammer.

2.12 LOCKS AND KEYS

- A. All locks for lighting, power and miscellaneous panelboards, telephone cabinets and all other electrical systems having locked apparatus shall be similarly keyed.

2.13 CONTACTORS AND RELAYS

- A. Required contactors shall be furnished complete with NEMA enclosures.
- B. Number of poles, throws and operating characteristics shall be as shown on the Contract Drawings.
- C. Lighting contactors shall be electrically held, 30 amp minimum contact rating, unless otherwise noted. Square D Class 8903, or equal by Cutler Hammer.
- D. Contactors for other than lighting loads, where overload protection is not required, shall be Square D Co., Class 8502. Cutler Hammer equivalents acceptable.

2.14 JUNCTION, PULL AND OUTLET BOXES

- A. Junction, pull and outlet boxes shall be code sized, constructed of code gauge galvanized sheet steel, provided with screwed or removable covers. Flanged covers on flush boxes shall be smooth, square and set parallel with walls and ceilings.
- B. All box covers shall be identified by nameplates, of black laminated Micarta with white core 1/4" engravings. Non-metallic boxes shall not be used.
- C. Under no circumstances will stacked junction boxes be used. Each section of conduit requiring a pull or splice box shall be provided with a box conforming to Article 370 of the NEC for Conductor Fill Requirements.

2.15 WEATHERPROOF EQUIPMENT

- A. All electrical apparatus such as outlet boxes, switches, manual starters, disconnect switches, combination switches, and starters, motor starters, receptacles and plugs, etc., in the following areas shall be of the weather resistant or weatherproofed gasketed type, NEMA type 3R or 4:
 - 1. At all locations on drawings where equipment is noted "WP".
 - 2. Where required by local authorities or the NEC.
 - 3. On exterior face of buildings, except under canopies, case boxes must be used with gasket connection to fixtures. Where conduit enters or leaves a weatherproof junction box, seal the end of the conduits entering the box.
 - 4. In those areas requiring weatherproof installation, the following equipment shall be flush type: tumbler switches, thermal switches or

manual motor switches, and receptacles unless noted; except floor motor outlets and receptacles which shall extend above floor approximately six (6) inches or as noted.

5. Equipment other than that listed above, in areas to be weatherproofed, shall be of the surface type and shall generally include disconnect switches, combination switches and starters and motor starters.
6. Surface mounted boxes with electrical apparatus in areas requiring weatherproof installation shall be cast conduit type with matching covers. All switch receptacle covers shall be of rust resisting metal.

2.16 WIREWAY

- A. NEMA 1 construction, sized as indicated length as required, with hinged front cover. Unit shall be constructed of code gauge steel, without knockouts. Finish shall be ANSI-49 epoxy paint. Furnish Square D, Class 5100, or approved equal.

2.17 GROUND FAULT CIRCUIT INTERRUPTER, 120/240 VAC

- A. Ground fault interruption shall be provided at points indicated or as required by NEC; shall be accomplished through the use of receptacles with integral ground fault circuit interrupter. Receptacles shall be rated NEMA 5-20R.
- B. Each receptacle location shown on drawings that requires GFCI protection shall be provided with a GFCI receptacle. Feed thru wiring of devices is unacceptable.

2.18 WIRING DEVICES

- A. Outlet boxes for all interior, flush mounted wiring devices shall be manufactured of code gauge, galvanized steel construction. Minimum box dimension shall be 4" x 4" x 2 1/8" with "tile rings" provided to suit individual applications. Modify tile ring arrangement for equipment that requires specific backbox dimensions and openings.
- B. All wiring devices shall be the product of one manufacturer. Standard of design is Hubbell. Pass and Seymour and Leviton equivalents acceptable. Catalog numbers listed herein are those of Hubbell, Inc.
- C. Receptacles for convenience outlets as indicated on the drawings shall be of the duplex, self-aligning type. Contacts shall be wide, heavy, long lasting contact spring type equipped for side and back wiring with 2 binding screws located on the side of the receptacle.
- D. All duplex convenience receptacles shall be installed, ground pin up.

- E. Receptacles shall be white urea, molded phenolic rated 20 amperes, 125 VAC, 3-wire, grounding type and shall be as manufactured by Hubbell Co. specification grade HBL5362-I.
- F. Special receptacles shall be Hubbell or equal grounding type, heavy duty and special configuration receptacles suitable for the loads and current characteristics designated on the drawings. Where designated, furnish each with a matching cord set of approved length. All special receptacles are designated by NEMA configuration, and shall conform to such standards.
- G. Local switches shall be rated 20 amperes, 120 VAC, or 277 VAC as required and shall equal Hubbell Co. Catalog No. 1221-W.
- H. Unless indicated otherwise, wall plates shall be standard size, made non-breakable Nylon with white finish and beveled edges. When more than one switch occurs at a point, gang plates shall be used. Plates at unfinished locations where outlets are exposed shall be zinc coated and shall not extend over the edge of the box. All plates shall be set true and plumb and shall fit tight to the finished wall surface of outlet boxes. Oversized plates shall not be used.
- I. Receptacles in weatherproof type required locations shall be of corrosion resistant material. Covers in areas subject to direct contact with water shall be cast aluminum designed to completely enclose the receptacle, with the plug inserted and as manufactured by Red Dot. Otherwise, receptacles shall be equipped with weatherproof cast aluminum, or cadmium plated steel cover plates complete with caps and gaskets. Weatherproof plates shall be as manufactured by Hubbell Company, Catalog No. 520516 WO.
- J. Switches in weatherproof locations shall be push-type Hubbell Company Catalog No. 1281/1282 with weatherproof cover plates, Hubbell Company, Catalog No. 1795, as required.

2.19 GROUNDING

- A. All electrical systems shall be grounded and bonded in accordance with Article 250 of the National Electrical Code, and as required by the Utility Company servicing the premises.
- B. All non-current-carrying metal parts of the raceway system shall be continuous. Provide bonding jumpers as required maintaining such continuity. Where non-metallic raceways or cable assemblies are permitted and employed, a continuous, green-insulated conductor of size required by NEC shall be run in the raceway or shall be an integral part of the cable.
- C. Each and every branch circuit or feeder conduit shall contain a full size ground conductor. Absolutely no conduits shall be used as the sole means of grounding.

- D. Extend a service grounding conductor of adequate size to a grounding electrode as defined in the NEC. All connections shall be made with approved solderless connectors. The maximum resistance to ground shall be 10 ohms. Install additional electrodes using 3/4" x 10' ground rods, until such resistance is reached. All connections between cables and to ground rods shall be of the exothermic-welded type. (Cadweld or approved equal).
- E. Ground rods shall be the one-piece type with copper encased steel construction.
- F. Each ground rod shall be dye stamped near the top of the rod with the name or trademark of the manufacturer and the length of the rod in feet.
- G. Ground rods shall be driven full length, plus 6 inches. In areas which do not permit complete insertion, insert full length, less 4".
- H. Provide bonding jumpers to all underground piping systems (gas, water, etc).
- I. Provide grounding bushings on all service entrance, metallic conduits as well as to HVAC ducts and building steel.
- J. Provide a Fall-In-Potential ground test on the new electric service grounding system prior to energization of the utility company transformer.

2.20 SURGE PROTECTION DEVICE

- A. Provide a Surge Protective Device (SPD) unit to protect the building electrical distribution system from damaging transients imposed by external factors.
- B. Devices shall be manufactured by Square D and be integrated to the switchboard or distribution panelboard (unless noted otherwise). Standard of design is Square D Model HWA, Catalog # TVSIHWA10X
- C. Unit shall be rated for connection to the 120/240VAC, 1 Phase, 3 Wire Distribution Systems.
- D. Unit shall protect the following sequences in all modes:
 - 1. Line to Ground
 - 2. Line to Line
 - 3. Line to Neutral
- E. Minimum rating shall be 100KA.
- F. System performance shall be based on UL 1449 listing ratings for IEEE C62.41 Category B impulse waveforms of 600V - 1.2 x 50 microsecond equipment.

- G. Install unit per manufacturers written recommendations.

2.21 LIGHTING

- A. The Electrical Contractor shall furnish a complete complement of luminaries and required associated appurtenances including all hangers, lamps and accessory wiring. Provide all labor and materials necessary to assemble, install and test the specified equipment in the manner indicated. Lighting equipment shall be as described under "Lighting Fixture Schedule" on the drawings.
- B. Set, plumb, square and secure all fixtures in walls or ceilings. (Confirm all mounting heights with Architect before installation.) All fixtures in one room location shall be set on the same center line and at the same mounting height. Provide plaster frames for plastered or paneled ceilings.
- C. Check carefully final ceiling finished schedule for all rooms prior to ordering fixtures. Fixtures which have been ordered incorrectly so as not to match ceiling construction and finish, shall be changed at the Contractor's expense.
- D. Provide all miscellaneous factory furnished supports required to span steel joints or as required. Ceiling system shall not support fixtures alone. Support all fixtures from the structure above with a minimum of two (2) suspension points.
- E. Fixtures installed in damp areas shall be equipped with neoprene gaskets and anodized aluminum frames.
- F. Coordinate fixture installation and connection with all other trades on the job. T-Bars, ceiling panels, lights, air conditioning diffusers, smoke detectors and other equipment shall all be symmetrically installed with provisions made for integrating the T-Bars and miscellaneous equipment with the lighting equipment. Failure to coordinate this will result in relocation of ceiling components as directed by the Engineer.
- G. A manufacturers' standard fixture is designated on the drawings for each of the fixtures in order to establish a standard of quality, a finish, and a desired effect. The catalog numbers used for this designation are not intended to completely specify the fixture mounting requirements and coordination of such mountings with final finished ceiling. Such coordination is the responsibility of the Contractor. All recessed fixtures shall be provided with thermal cutout protection per N.E.C.
- H. All inoperable lamps shall be replaced with new lamps during the course of construction, up to and including the date of final acceptance of the building.

- I. Fixture sound levels shall not exceed ASHRAE NC-30 design goals in area to which they are applicable. Fluorescent ballast acoustic noise level shall be no louder than General Electric Company rating "A".
- J. All new lighting fixtures shall be thoroughly cleaned of all fingerprints, dust, etc. in accordance with the manufacturers' recommendations. Fixtures shall retain factory installed plastic covers until date of substantial completion.
- K. All light fixtures shall be Energy Star rated.

2.22 LAMPS

- A. All fixtures shall be complete with the lamp sizes specified. Lamp wattage and type shall be in accordance with the wattage recommended by the fixture manufacturer, or as needed in the area. Lamps shall be as manufactured by General Electric, Philips or Sylvania.
- B. In general, tri-phosphor, octic and pin base fluorescent shall be used; however, other type lamps shall be furnished as directed by the Engineer or as indicated in fixture schedule. All fluorescent lamps shall have a color temperature of 3500°K.
- C. All lamps shall be Energy Star rated.

2.23 REPLACEMENT LAMPS

- A. Replacement Lamps: At the time of substantial completion and prior to final system acceptance, replace lamps in lighting fixtures which are observed to be noticeably dimmed after Contractor's use and testing. Engineer shall be the final judge as to the requirements of lamp replacement.
- B. Furnish stock or replacement lamps amounting to 10 percent (but not less than one lamp in each case) of each type and size lamp used in each type fixture. Round up all fractional quantities of lamps (i.e.: 31 fixtures = 3.1 lamps = 4 lamps.)
- C. Catalog and inventory all spare lamps to be turned over to the Owner at project completion. Obtain Owner's signature on inventory and provide one copy of inventory sheet in each O & M Manual.

2.24 BALLASTS

- A. All ballasts shall be instant start with a normal ballast factor, electronic and guaranteed by the fixture manufacturer as specified herein.
- B. Ballasts for gaseous discharge lamps shall be U.L. listed, E.T.L. and C.B.M. certified, high power factor type, (90% minimum), manufactured and tested in

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strict accordance with NEMA standards, and be 100% free of PCB's. Total harmonic distortion shall not exceed 10% at maximum ballast lamp rating.

- C. Unless noted, ballasts for outdoor installation shall be rated at -20 degrees F minimum..
- D. Light intensity shall not be decreased below CBM requirements when supply voltage level is below the nominal 120 volts rating.
- E. All Fluorescent ballasts shall be electronic, A-rated, as manufactured by General Electric, Philips/Advance or Osram/Sylvania.

2.25 DIGITAL METER

- A. Digital meter shall be Square D/ Schneider Electric PowerLogic Energy Meter, model EMB with two (2) split core CT's, Model EMCB communication Board and two (2) fuse kit and EMBOND bonding kit. Pre-approved equals acceptable. Provide all fusing, protection and wiring complete.

2.26 METER BASE/PAN

- A. Meter pan for new utility company meter shall be approved by Delaware Electric Co-Op.

PART 3 - METHODS

3.01 GENERAL

- A. Installation work of all indicated electrical equipment shall include providing all labor, supervision, and all means of construction to install the indicated equipment and systems.
- B. All work shall be installed a first class, neat, and workmanlike manner by mechanics skilled in the trade involved. All details of the installation shall be mechanically and electrically correct. Should the Engineer direct removal, change, or installation of any equipment or systems not installed in a neat and workmanlike manner, such changes shall be made by the Electrical Contractor at no expense to the Owner.
- C. Drawings are generally indicative of the work to be installed, but do not indicate all bends, fittings, boxes, and specialties which may be required, or the exact locations of all conduits. Contractor shall investigate structure and finish conditions affecting his work and arrange their work accordingly, furnishing such fittings as may be required to meet such conditions.

- D. Electrical junction boxes, pull boxes, switches and controls and other apparatus requiring periodic maintenance and operation shall be accessible. Provide access panels as required.
- E. Review by the Engineer of materials, drawings, or equipment submitted by the Contractor in the shop drawing review phase shall be considered general only, and shall be an aid to the Contractor in carrying out his work. Such review does not relieve the Contractor from the necessity of furnishing the materials and performing all work required by the drawings and specifications to provide a complete and operating electrical system as described.

3.02 WIRING METHODS

- A. In all cases, a continuous conduit-and-box system shall be provided for all wiring, equipment, devices, etc. Provide a continuous ground wire of size required by National Electrical Code in all conduits. Minimum conduit size shall be 3/4 inch.
- B. In exterior applications, above grade, the following conduit system shall be used: rigid steel. In addition, this type of conduit system shall be used outdoors, or where moisture may enter the conduit system. **EMT shall not be used outdoors.**
- C. In exterior applications, below grade, the following conduit system shall be used: rigid non-metallic. Provide all required transition sections to go from one conduit system to another.
- D. In interior, dry applications use EMT. Where moisture might enter the conduit system, use rigid steel.
- E. Aluminum conduit shall not be used for mechanical protection of bare copper conductors. Aluminum conduit shall not be mixed indiscriminately with other types of conduit in the same system. Aluminum rigid conduit and EMT may be used in extensions from rigid steel conduits turned up from floor slabs or fill into partitions not made of concrete, provided the steel conduit extends at least nine inches above the slab or fill. Couplings connecting rigid steel conduit and EMT shall be rigid, concrete tight, of a type that will not twist loose, and designed to insure a positive, low resistance ground connection.
- F. Flexible metallic conduit shall be employed in making final connections to motor terminals. Rigid metal raceways may be supplemented in limited lengths by flexible metallic conduit if necessary to overcome building obstructions. Liquid tight flexible metal conduit shall be employed in making final connections in wet locations.
- G. Common neutral circuits shall not be used. Each and every circuit requiring a neutral shall be served by a dedicated neutral conductor.

- H. Nylon ty-wraps or cable ties shall not be used in environmental air plenums.

3.03 CONDUIT INSTALLATION

- A. Generally, all wiring shall be concealed within the building construction in all finished areas. Do not assume any area to be unfinished until it has been so defined by the Engineer.
- B. Where the use of surface raceway is specifically indicated on the drawings, in finished areas, use Wiremold #500 or larger raceways. Such raceways must be installed prior to the painting of finished surfaces so as to be painted by General Contractor. Any such raceways installed after finish painting shall be painted by this Contractor to match surface on which installed.
- C. Obtain Engineer's prior written approval on installation of all work that may affect structural values.
- D. Where exposed wiring is permitted, all raceways shall be run parallel with, or perpendicular to, the lines of the Building.
- E. Carefully ream the ends of all field-cut conduits, and fit them together firmly and truly at the joints.
- F. Where using rigid steel or aluminum conduit, waterproof all couplings, box connections, etc., and turn them up sufficiently tight to ensure a good electrical bond. Where using EMT, firmly seat and fasten all couplings, connectors, etc.
- G. Slip-type fittings shall be provided in all raceways at construction joints with a copper bonding jumper or other approved grounding device.
- H. A separation of at least six inches shall be maintained between electrical conduits and hot water and steam piping. Run all exterior underground conduits at least 24 inches below finished grade.
- I. All conduits which are to remain empty for future introduction of conductors or for installation of cabling by others shall be provided with a polyethylene pullrope and insulated bushing on the end of the conduit.
- J. Conduits terminating in steel boxes shall be provided with approved locknuts inside and outside of the box and fitted with an approved insulating bushing.
- K. Horizontal cross runs of conduit or EMT may be installed in partitions only where explicitly permitted by the Engineer.

- L. Where conduits penetrate fire walls or floors, the Contractor shall seal these penetrations with a fire-proofing material to maintain the integrity of the present fire rating and in accordance with NFPA.
- M. Where conduits penetrate exterior masonry walls, the contractor shall seal the exterior of the conduit with hydrostatic link seals and provide a UL listed waterproof sealant within the conduit.
- N. Where conduits penetrate interior fire or smoke partition walls, the contractor shall seal the exterior of the conduit with intumescent material to maintain the fire rating of the partition.

3.04 CONDUCTOR INSTALLATION

- A. Use properly-insulated, UL-Listed solderless pressure connectors for all branch circuit splices. "Wire nuts" are not to be used.

NOT FOR BIDDING PURPOSES

- B. When pulling conductors into their raceways, use no grease, oil or compound that might cause deterioration of the braid or insulation on the conductors. All pulling compounds used must be UL-Listed. Swab out all raceways before installing wires.
- C. Do not install wires in any raceways until the conduit system has been completed and all inspections performed.
- D. Minimum wire size for all lighting and power shall be as specified on the drawings or hereinafter. Loading of branch circuits shall be as indicated on panel schedules on drawings. Voltage drop shall not exceed that permitted by NEC, and this Contractor shall increase wire and conduit size as required to maintain these values.

3.05 EQUIPMENT MOUNTING HEIGHT & LOCATIONS

- A. Examine all interior details of Engineer's drawing for outlet locations to verify conformance with listed schedules.
- B. Where more than one wiring device occurs in any one location, arrange devices in gangs with common cover plate.
- C. Local lighting switches shall generally be located within room being controlled and within 18 inches of swing side of door opening.
- D. Where the walls and partitions are of glazed terra cotta units, ceramic tile, unplastered brick, or other masonry, the height of all wall outlets as given in the drawings and specifications shall be adjusted so that one horizontal edge of the box lines up with a horizontal joint in the masonry. Outlets specified to be 6 feet or more above the floor shall be lowered while other outlets shall be raised as necessary to meet the joining of the blocks or sections of wall construction.
- E. Mounting heights of all fixtures shall be as specified on the drawings or given by the Engineer prior to installation. In locations where several pieces of wall mounted equipment such as wall switches, thermostats, are in the same general area, all shall be installed and grouped in a neat orderly fashion, all of the same horizontal and vertical center line whichever the case may be. Variation from this direction shall be reviewed by the Engineer.
- F. The Owner or Engineer, reserves the right to move any outlet, lighting fixture or component of the electrical system a distance of 10 feet prior to installation free of additional cost.
- G. Mounting heights generally are to be as noted below unless noted otherwise on the drawing. All dimensions are to the center of the finished outlets from finished floor with all apparatus in place except stated as "clear":

1. Receptacles:
 - a. In walls: 18" AFF, ground pin up.
 - b. On counters with backsplash: 6" Clear, rotated 90°, neutral blade up.
 - c. On counters with no backsplash: 1-1/2" Clear, rotated 90°, neutral blade up.
2. Switches: 44" AFF
3. Emergency Lighting Units: 12" below ceiling, clear of 96" AFF, whichever is lower.
4. Fire Alarm Pullstations: 44" AFF
5. Fire Alarm Audio/Visual & Visual Only devices: 80" AFF
6. Panelboards: 72" AFF to top of panelboard interior

END OF SECTION 26 05 00